1.0 **ROLL CALL**

2.0 **PUBLIC COMMENT**

3.0 **CONSENT AGENDA**

Matters listed for consideration on the Consent Agenda are items of routine business that ordinarily are not debated by the Village Board. Routine business may include adoption of ordinances, introduction of ordinances, land use cases with positive recommendations from a public body, minutes, reports, appointments, and contracts. Matters referred to a Village Board committee will not be acted upon until the assigned committee submits its report and recommendation to the full Village Board. Village Board rules (unless waived by majority vote) require that Ordinances not related to land use cases be “introduced” at one meeting and not considered for “adoption” until a subsequent meeting, at which time they may be discussed.

The Village President will inquire if a member of the Board or member of the public wishes to discuss any item on the Consent Agenda. If such a request is made, the item will be removed from the Consent Agenda and taken up by the Village Board in the order shown. Thereafter, the Village President will request a motion and second for passage of all remaining items listed. The resulting roll call vote on the Consent Agenda will be applicable to each remaining agenda item. Any item removed from the Consent Agenda is subject to a five-minute time limit. Any agenda item beginning with a 3 is on the Consent Agenda.

3.1 Approval of minutes from the Regular Board meeting held on September 14, 2021.

1 Members of the public that attend the above noticed meetings may address the public body during Public Comment. Members of the public that will not be attending the above noticed meetings may submit a comment in advance of a meeting by emailing their comment to publiccomment@wilmette.com. All emailed comments received two hours prior to the start of a meeting will be provided, unredacted, to the public body. Emails received at any time within two hours of the beginning of the meeting until its adjournment will be included in the draft minutes of the meeting.
LAND USE COMMITTEE CONSENT AGENDA

3.2 Approval of Temporary Use Permit #2021-TU-30 to hold the Freshman Dance outside on October 1, 2021, from 7 p.m. to 10 p.m., at Loyola Academy, 1100 Laramie Avenue.

3.3 Approval of Temporary Use Permit #2021-TU-32 to hold the Homecoming Dance outside on October 2, 2021, from 6:30 p.m. to 10:30 p.m., at Loyola Academy, 1100 Laramie Avenue.

3.4 Approval of Temporary Use Permit #2021-TU-33 to allow the retention of a temporary tent at Marie Murphy School, 2921 Illinois Avenue from August 10, 2021 to November 26, 2021.

3.5 Approval of Temporary Use Permit #2021-TU-34 to allow the Central School Carnival on October 16, 2021, from 2 p.m. to 5 p.m., at Central School, 910 Central Avenue.

3.6 Plan Commission Report, Case Number #2021-P-02, 56 Indian Hill Road, regarding a request for annexation of the northern portion of 56 Indian Hill Road that is currently in unincorporated Cook County; adoption of Ordinance #2021-O-57.

3.7 Special Zoning Committee Report, Case Number #2021-SZC-03, 56 Indian Hill Road, regarding a request for rezoning from R to R1-C, the northern portion of 56 Indian Hill Road that is currently in unincorporated Cook County; adoption of Ordinance #2021-O-59.

3.8 Introduction of Ordinance #2021-O-58 amending the special use for Planned Unit Development (final plan) - 1210 Central Avenue. Waiver of rules; adoption of Ordinance #2021-O-58 amending the special use for Planned Unit Development (final plan) - 1210 Central Avenue.

3.9 Adoption of Resolution #2021-R-56 approving an amended and restated license agreement with Green Bay Wilmette LLC for the purposes of allowing off street parking during construction of 1210 Central Avenue.

FINANCE COMMITTEE CONSENT AGENDA

3.10 Adoption of Resolution #2021-R-58 extending and amending the Village’s Residential Pandemic Utility Bill Assistance Program.

ADMINISTRATION COMMITTEE CONSENT AGENDA

3.11 Notice of vacancy on the Environmental and Energy Commission due to the term expiration of April Cesaretti.

3.12 Recommendation of reappointment of April Cesaretti to the Environmental and Energy Commission.
3.13 Presentation of minutes from the Environmental and Energy Commission meeting held on June 10, 2021.

3.14 Presentation of minutes from the Sesquicentennial Planning Committee meeting held on June 23, 2021.

3.15 Presentation of minutes from the Sesquicentennial Planning Committee meeting held on July 21, 2021.

3.16 Presentation of minutes from the Transportation Commission meeting held on May 26, 2021.

3.17 Presentation of the Third Quarter Boards and Commissions Report.

3.18 Adoption of Resolution #2021-R-46 approving an agreement between the Village of Wilmette and the Chicago’s North Shore Convention and Visitors Bureau.

3.19 Adoption of Resolution #2021-R-54 adopting the Village of Wilmette Greenest Region Compact Sustainability Plan.

3.20 Adoption of Resolution #2021-R-55 endorsing the Metropolitan Mayors Caucus’ 2021 Climate Action Plan for the Chicago Region.

MUNICIPAL SERVICES COMMITTEE CONSENT AGENDA

3.21 Approval to waive the competitive bid process and adoption of Resolution #2021-R-59 authorizing the Village Manager to execute a no-bid contract in the amount not-to-exceed $25,058 with Schroeder & Schroeder, Inc., Skokie, Illinois, for the Elmwood Avenue Traffic Calming Project.

3.22 Adoption of Resolution #2021-R-60 authorizing the Village Manager to execute a change order to Contract No. 18009 in the amount of $75,740.01 with IHC Construction Companies LLC, Elgin, Illinois, for the Water Plant Electrical Improvements Project, Illinois Environmental Protection Agency (IEPA) Revolving Loan Fund Project No. L173763.

4.0 REPORTS OF OFFICERS

5.0 REPORT OF LIQUOR CONTROL COMMISSIONER

6.0 STANDING COMMITTEE REPORTS

6.1 LAND USE STANDING COMMITTEE REPORT

6.11 Third Quarter Economic Development Update.

6.12 Adoption of Ordinance #2021-O-56 amending the Zoning Code to allow a dispensing organization as a special use in the PCD-1 Zoning District.
6.2 **Finance Standing Committee Report**  
All items listed on the Consent Agenda.

6.3 **Administration Standing Committee Report**  
All items listed on the Consent Agenda.

6.4 **Municipal Services Standing Committee Report**  
All items listed on the Consent Agenda.

6.5 **Public Safety Standing Committee Report**  
No report.

6.6 **Judiciary Standing Committee Report**  
No report.

6.7 **Reports from Special Committees**

7.0 **New Business**

8.0 **Adjournment**
President Plunkett called the meeting to order at 7:30 p.m.

1.0 **ROLL CALL**

President: Senta Plunkett

Trustees: Peter H. Barrow
          Kathy Dodd
          Kate Gjaja
          Gina Kennedy
          Justin Sheperd

Absent: Trustee Daniel Sullivan

Staff Present: Michael Braiman, Village Manager
              Erik Hallgren, Assistant Village Manager
              Jeffrey Stein, Corporation Counsel
              John Adler, Community Development Director
              Melinda Molloy, Finance Director
              Kyle Murphy, Police Chief
              Michael Robinson, Police Commander

2.0 **PUBLIC COMMENT**

Will Gardy, a junior at Loyola Academy, questioned whether the Village should allow a cannabis dispensary since it is illegal at the Federal level. He said it would be a contradictory example to the community, sending a message it is okay to break some laws but not others. He said he is concerned about an increase in driving under the influence cases and the bringing of cannabis across state lines. He said he wonders if the benefits of allowing this as a special use outweigh the cons of how it will affect the community.

Claire Murtslaugh, a senior at Loyola Academy, asked if the Board has considered
minors using a fake ID to purchase cannabis. She asked what steps have been taken to ensure this will not happen.

President Plunkett said there was a lengthy discussion on this topic.

Corporation Counsel Jeffrey Stein said State law requires an ID reader be used before the sale of cannabis, which is completely different than any other industry, including alcohol. He said all IDs have a barcode which is scanned prior to the sale to verify validity. He said if there is an illegal sale, the fines are tough so there is a large financial deterrent to allowing such sales.

President Plunkett said there will be no vote on the cannabis ordinance tonight, just an introduction. She then thanked the two students for their comments.

3.0 CONSENT AGENDA

Trustee Gjaja moved to approve the items on the Consent Agenda as follows:

3.1 Approval of minutes from the Regular Board meeting held on August 24, 2021.

LAND USE COMMITTEE CONSENT AGENDA

3.2 Presentation of minutes from the Zoning Board of Appeals meeting held on July 21, 2021.

3.3 Presentation of minutes from the Zoning Board of Appeals meeting held on August 4, 2021.

3.4 Presentation of minutes from the Appearance Review Commission meeting held on July 12, 2021.

3.5 Presentation of minutes from the Appearance Review Commission meeting held on August 2, 2021.

3.6 Approval of Temporary Use Permit #2021-TU-26 to hold an alumni social event at Loyola Academy, 1100 Laramie Avenue, on Saturday, September 25, 2021, from 6 p.m. to 10 p.m.

3.7 Approval of Temporary Use Permit #2021-TU-27 to allow the Chalet Sip & Swap at Chalet Nursery, 3132 Lake Avenue, on Sunday, September 19, 2021, from 2 p.m. to 3:30 p.m.

3.8 Approval of Temporary Use Permit #2021-TU-28 to hold RPO Fest at Loyola Academy, 1100 Laramie Avenue, on Thursday, October 16, 2021, from 5 p.m. to 8 p.m.
3.9 Approval of Temporary Use Permit #2021-TU-29 to hold a Freaky Friday event at Highcrest Middle School, 569 Hunter Road, on Friday, October 22, 2021, from 5 p.m. to 6:30 p.m.

3.10 Plan Commission Report, Case #2021-P-03, 500 and 510 Sheridan Road, regarding a request for final plat approval for a two-lot consolidation in accordance with the plans submitted; adoption of Resolution #2021-R-48.

3.11 REMOVE FROM TABLE AND REQUEST TO REMAND TO ZONING BOARD OF APPEALS - Zoning Board of Appeals Report, Case #2021-Z-31, 219 Central Avenue, regarding a request for a 156.43 square foot (0.8%) lot coverage variation and a 2,448.76 square foot (14.3%) total floor area variation to permit the construction of a two-story addition on the legal non-conforming structure in accordance with the plans submitted.

**FINANCE COMMITTEE CONSENT AGENDA**

3.12 Approval of the August 2021 Disbursement Report.

**ADMINISTRATION COMMITTEE CONSENT AGENDA**

3.13 Presentation of minutes from the Administration Committee meeting held on July 28, 2021.

3.14 Approval of appointment of Rahul Bhangare to the Plan Commission from September 14, 2021 to September 14, 2025.

3.15 Adoption of Resolution #2021-R-38 authorizing the Village Manager to execute a contract in the amount of $51,278 with AT&T Corporation, Bedminster, New Jersey, for Wide Area Network services.

3.16 Adoption of Resolution #2021-R-51 authorizing the Village Manager to execute a contract in the amount of $146,720 with Tyler Technologies, Inc., Dallas, Texas, for annual licensing and support services for the Tyler MUNIS software application.

**MUNICIPAL SERVICES COMMITTEE CONSENT AGENDA**

3.17 Adoption of Resolution #2021-R-49 authorizing the Village Manager to execute a contract amendment in the amount of $6,182 with Baxter and Woodman, Inc., Chicago, Illinois, for additional topographic survey services.

3.18 Adoption of Resolution #2021-R-50 authorizing the Village Manager to execute a contract amendment in the amount of $6,352 with Soil and Material Consultants, Inc., Arlington Heights, Illinois, for additional geotechnical services.
3.19 Adoption of Ordinance #2021-O-37 authorizing the disposal of surplus property owned by the Village of Wilmette.

PUBLIC SAFETY COMMITTEE CONSENT AGENDA

3.20 Adoption of Resolution #2021-R-53 adding the second alternative delegate to the Northeastern Illinois Public Safety Training Academy’s Board of Directors.

3.21 Adoption of Resolution #2021-R-52 authorizing the Village Manager to execute a contract at the unit prices set forth in the contract with North Shore Towing, Evanston, Illinois, for towing services.

Trustee Sheperd seconded the motion. Voting yes: Trustees Gjaja, Sheperd, Dodd, Kennedy, Barrow and President Plunkett. Voting no: none. The motion carried.

4.0 REPORTS OF OFFICERS

4.1 Proclamation designating the timeframe of September 15, 2021 to October 15, 2021, as National Hispanic Heritage Month in the Village of Wilmette.

President Plunkett said she is honored to read this proclamation designating September 15 to October 15 as National Hispanic Heritage Month. She then read the proclamation.

Village Manager Mike Braiman reminded everyone the Village Board will be meeting on September 21, 2021, to discuss the Capital Improvement Program. He said the meeting will be broadcast live on the local cable channel as well as the website.

Mr. Braiman then wished Corporation Counsel Jeffrey Stein a happy birthday.

There was no report from Corporation Counsel Jeffrey Stein.

5.0 REPORT OF LIQUOR CONTROL COMMISSIONER

There was no report.

6.0 STANDING COMMITTEE REPORTS

6.1 ADMINISTRATION STANDING COMMITTEE REPORT

6.11 Presentation of the Village of Wilmette’s Draft Greenest Region Compact Sustainability Plan.
Chair of the Administration Committee Kathy Dodd said she is excited we are at the point of reviewing this plan. She thanked all who worked on it.

President Plunkett said the Sustainability Plan is a culmination of years of hard work by the Environmental and Energy Commission (EEC), residents, experts and staff. She said this is much appreciated. She personally thanked all the members of the EEC, past and present, for their work. She recognized the commissioners who were in the audience; Julie Wolf, the current Chair of the EEC; current members Bruce Davidson and April Cesaretti; past-member Karen Glennmeier and Beth Drucker, President of Go Green Wilmette.

Management Analyst Alex Arteaga gave a presentation (PowerPoint attached) on Wilmette’s Greenest Region Compact Sustainability Plan. Mr. Arteaga said he is pleased to be to this point and with the substantial progress that has been made on the Plan.

He began the presentation with an overview of the timeline, stating drafting began in the spring of 2018. He said by the end of 2020, all commissioners had finished their respective portions, and in the beginning of 2021, the plan was reviewed by staff. He said by July, the EEC had voted in favor of recommending the plan for adoption, and at their September 1 meeting, the Administration Committee gave a recommendation for the Village Board to adopt the plan.

Mr. Arteaga said the Village joined the Metropolitan Mayors Caucus (MMC) and formally adopted the Greenest Region Compact (GRC2). He said the GRC2 is MMC’s foundational sustainability pledge that contains 49 goals that aim to enhance quality of life, provide protection of the environment and sustain economic vitality. He said the GRC2 is the largest regional collaborative with municipalities working on their own sustainability plans to suit their unique community’s needs.

Mr. Arteaga gave an overview of the framework of the GRC2, stating there are ten categories that include climate; economic development; energy; land; water; mobility; municipal operations; sustainable communities; waste and recycling and leadership. He said the GRC2 maintains a spreadsheet where communities can log their progress and see where other communities are at in their sustainability efforts.

He then discussed how the EEC approached drafting the Plan. He said commission members and staff were assigned different chapters to draft and those were reviewed comprehensively by the EEC at their regular meetings. He said feedback and suggestions
were shared and a consensus was ultimately reached regarding approval of the complete draft.

Mr. Arteaga presented chapter highlights and discussed the idea of a “Green Team” which would be a collaboration of organizations in Wilmette working together toward sustainability. He then discussed the major components of the draft plan, stating each Chapter had a general framework to follow that included an introduction, current status of conditions, goals, recommendations and references (Chapters 5 and 10).

Mr. Arteaga discussed priorities and their implementation. The priorities identified by the EEC were renewable energy, urban forest preservation and native habitats. He said these were reaffirmed by the Administration Committee and were selected because of their impact, significance and ability to be addressed in a fairly short time frame.

He discussed what the EEC is looking to do on each priority. He said in addressing renewable energy, the EEC is currently looking into a municipal aggregation program with NIMEC for residential accounts.

He said the Land Use Committee will be doing a further review of tree preservation ordinances in neighboring communities to determine how to best update our own ordinances and practices.

Mr. Arteaga said the EEC will be researching policy options and recommendations related to natural habitats which may include things like pollinator gardens, native pollinators and dark sky initiatives.

He said native habitats will be the main focus going forward and the EEC will provide a progress report to provide recommendations and a policy overview within the next 6 months.

Mr. Arteaga said drafting the Plan has been a long process and the EEC is finally set to begin working on the following items in the near-term. He said the EEC will look to see if year-round residential and commercial composting programs are viable. He said they will also review Village policies and ordinances and provide comprehensive recommendations on updates. He said there is talk on how to include the entire community in implementing the components of the Plan, including the possibility of hiring a sustainability coordinator to advise the Village, park district, library and public schools. He said sustainability is an important topic for the entire community, so it makes sense to involve other entities in the process. He then discussed benchmarking and measurement tools to develop baseline data. Lastly, he said the EEC is suggesting a type of
“scorecard” for residents and community members to take a look at their own sustainability efforts to see where they line up with the goals of the Plan and to identify areas where improvements can be made.

He then discussed the initiatives already underway such as the Master Bike and Active Transportation Plan (MBATP), the electrical vehicle charging stations, green fleet analysis and public education.

He said the Village is looking to hire a consultant to assist in the implementation of the MBATP and has received a grant from ComEd for an additional electric vehicle charging station. He said he is currently working with the Park District to determine if new charging stations can be purchased with these grant funds and where to install them in the Village. He said staff is also analyzing the use of green fleet vehicles when purchasing replacement equipment to determine if purchasing more sustainable vehicles provides a good return on investment. He said the Village did purchase 4 hybrid police vehicles and further purchases will be considered. He said public education will play a vital role in the implementation of this Plan, as sustainability is important to the community as a whole. He said utilizing organizations like Go Green Wilmette and others in addition to our social media outlets will be good tools to educate the community.

Mr. Arteaga said while the Plan has been being drafted, several initiatives have already been successfully implemented. He said some of these include waste and composting; green fleet purchases, green energy at the Water Plant and Stormwater Pumping Station; green roofing at the Water Plant; rain gardens with pollinator-friendly perennials and landscaping.

He then discussed the next steps which include formally adopting the Plan in September and continued meetings between staff and the EEC to work on the implementation of the stated priorities and near-term action items. He said a research progress report will be forthcoming in the next 6 months.

President Plunkett thanked Mr. Arteaga for the presentation and called for any public comment.

Karen Glennmeier, a former EEC commissioner, thanked the Board for their consideration of this Plan and commended the staff for their efforts. She said climate change is a huge problem and she hopes the implementation of this sustainability plan will match the scale of the program. She said she hopes for change at the national level but does not feel the Village should wait for that. She asked the Board to make the implementation bold.
Beth Drucker, head of Go Green Wilmette and founder of Go Green Illinois said many other communities are following Wilmette’s lead and creating sustainability plans. She said they are pleased we have come so far in Wilmette and hopes the Plan is quickly adopted and implemented. She said the State of Illinois has passed landmark legislation on sustainability but will need the support of local communities to meet those goals. She said Go Green Wilmette looks forward to working with the Village and invited all to the Wilmette Solar Tour on the 25th of September. She said this will be a demonstration of homes in the state with solar installations. She said Wilmette has more homes on this tour than any other community in the State of Illinois.

Trustee Sheperd thanked all involved to get this Plan completed.

President Plunkett thanked Mr. Arteaga and staff, stating everyone is all in for the Plan. She said she is excited to have the Plan and is impressed the EEC has goals already in place and will hit the ground running once the Plan is adopted.

Trustee Dodd asked if the Plan would be adopted at the next Board meeting.

Mr. Braiman said the Plan will be adopted via resolution at the September 28, 2021 Board meeting.

There was no further comment or discussion on this topic.

6.2 FINANCE STANDING COMMITTEE REPORT

6.21 Mid-Year Financial Review.

Village Manager Mike Braiman said this will be his 11th budget with Wilmette, and he has never been more excited about where we are at financially. He said last year with the pandemic, there was much uncertainty, but we ended up positively in our revenues and now have a better handle on where we are at. He said one of the struggles we will have in our 2022 budget planning is determining where our revenues will end up. He said we have seen positive trends in real estate transfer, sales and income taxes; however, these trends are not sustainable and will level off at some point. He said this is the challenge staff faces but will be getting to work on the analysis and estimates. He said these are good problems to have, however. He said tonight they will discuss projections in the tax levy and stormwater utility figures, which will be based on last year’s budget. He said the actual numbers will be lower than what
we show tonight, because we are not far enough along in the process to provide a firm number, but projections are favorable.

Assistant Village Manager Erik Hallgren discussed expenditure performance, stating year-to-date, our performance overall is below the original projections. He said this is due largely to reductions in the General Fund. He said the personnel expenses, which are slightly more than 50% of the operating budget, are tracking 1% below budget. He said this is due to open positions. He said overtime is up slightly due to the staffing of the vaccination clinics. He said we are tracking below budget in the capital outlay section of the budget, which is due to deferrals in equipment purchases. He said this is at times due to the supply chain and that they are pushing to get these expenditures completed before the end of the year. He said we will also begin to see payments for capital projects like the road resurfacing being made in the next few months. He said commodities and contractual services are tracking in line with budget. He then discussed the utility bill assistance program in contingency, which to date has spent $15,000 of the $150,000 allotted. He said there will be shut-off notices sent so staff anticipates a significant rise in the number of applicants for the program in the near future; however, the ultimate dollar figure for the cost of the program remains to be seen.

Mr. Hallgren then discussed expense estimates, stating in the General Fund we are expected to be up approximately $700,000 due primarily to the additional road work approved during the summer. For the Water & Sewer Fund, he said he anticipates being on target with budget. He showed a chart depicting the budget over a 12-month period. He said there is a differential between the projected balances and budget due to a shift in some expenditures that have been pushed back to later in the year.

Finance Director Melinda Molloy discussed the revenues, stating they performed better than expected for the first 7 months of 2021. She said property tax collections are delayed because the actual bill due date was moved to October 1. She said we have not seen any property tax distributions since May; however, we do expect to collect all those by the end of the year.

She moved on to real estate transfer taxes, reporting it is historic what is happening in Wilmette and the state as a whole. She said through July, we have seen 459 transactions versus in 2012 where there were 470 total transactions for the entire year. She said the average annual number of transactions is 540, so we are definitely above that for the year. She said not only are the number of transactions climbing but so are the sales prices.
Ms. Molloy said the year is also historic for income taxes, which was surprising. She said this is driven by the improving labor market, strong corporate profits and the federal stimulus. She said the Illinois Municipal League has increased the projections in this source and the Village will closely monitor their data going forward and adjust as necessary.

She said permit fees are doing well due to the strong housing market. She said there have also been 6 non-operating permits.

She then discussed sales taxes. She said last budget cycle staff spoke of a change resulting from the State of Illinois “Level the Playing Field” legislation, which changed the tax structure so that internet purchases were charged the same tax as a brick and mortar establishment. She said not only would a higher tax be collected but the tax would then be distributed to the municipality where the goods were delivered. She said there was no way to know how residents were purchasing via the internet and gauge what that would mean to the budget all during a pandemic. She said we are benefitting in the sales tax base; however, the tax is new, and the State is still struggling in the distribution of the taxes so it is difficult to get a clear picture of what we think will happen in the future. She said each month we acquire more information, and staff will continue to monitor this revenue source.

She said stormwater is performing better than expected due largely in part to the lower number of applications for the credit incentives.

She said wholesale water and sewer charges are doing better due to consumption, which can be due to the dryer spring and summer weather. She said it could also be due to many people continuing to work from home resulting from the pandemic. She said the usage is up from last year as well which is in contrast to the previous years where we saw consumption decline.

Ms. Molloy discussed daily parking fees, stating this revenue stream is declining due to the lower number of public transportation commuters; however, it is slowly starting to change somewhat.

She said MFT and local fuel tax indicate a slow uptick which she feels is in part to people returning to work outside the home.

She said we received the first payment from the new American Rescue Plan Act (ARPA) funds which are pandemic related. She said in August, we received $1.84 million, which are to be used for specific purposes laid out by the Federal government. She said we can use these funds for water and sewer infrastructure projects, so the funds have been deposited into that fund. She said there will
need to be discussion on how to spend those dollars. She said the second installment of $1.84 million should be coming in 2022.

Ms. Molloy showed a chart depicting the actual budget numbers and 7-month performance numbers for all revenue funds thus far for 2021. The chart also showed a projection for each fund for the remaining 5 months of the year.

Mr. Braiman asked Ms. Molloy to clarify what the column headings meant.

Ms. Molloy explained the meaning of each column, stating the first column is what was budgeted, the second column is how the fund actually performed year-to-date and the last column represented a projected change of how staff thinks the fund will do for the remainder of the year.

Mr. Braiman said this is a different way to look at our projected year-end budget estimates. He said they are trying to be more accurate in terms of year-end reserve balances. He said looking at the budget numbers, the actuals and year-end using the model built last year, we are updating it to determine where we think the year will end. He said this has been a helpful tool.

Ms. Molloy then showed the 2021 revenue estimates. She said all funds are projected to be positive with the General Fund up $2.39 million, the Water Fund up $670,000, the Sewer Fund up $190,000 and Stormwater up $50,000.

Mr. Hallgren then discussed the 2021 Reserves. He said these numbers have been updated with the new Reserve Policy. He said for the General Fund, we started FY 2021 at 42% reserves and based upon the budget and COVID-19 unknowns, revenues were brought down $1.2 million to approximately 36%. He said based upon our year-end balance figures, we expect to end the year at 41%. He said the same is true for all the other funds, but the largest differential is in the General Fund.

Mr. Braiman said in order of magnitude, water, sewer and stormwater funds may be over; however, there are significant capital improvements that will be made with those overages. He said the General Fund will require more discussion, as the overage is greater.

Mr. Hallgren also gave a FY 2022 Budget overview. He said overall, staff is looking to structurally balance the budget and not utilize reserves to offset operational expenses. He said reserves will be utilized for capital improvement projects and offsetting pension
expenses. He said they want to be sure to set tax and utility rates to balance operational needs. He also said drawing down reserve levels to recommended levels is part of the FY 2022 Budget methodology. Mr. Hallgren said they want to minimize impacts to the taxpayers while continuing to provide a high level of service. He said regular reviews will be done to apprise the Board of any changes.

Ms. Molloy discussed revenue assumptions, stating they will be looking to restore the $1.2 million that was cut when putting together the FY 2021 Budget. She said a closer look will be taken at permits, real estate transfer, income and sales taxes. She said they will also be looking at the Water Fund transfer. She said when the FY 2021 Budget was put together, there was a new wholesale water customer, North Maine Utilities, so they increased the Water Fund transfer to recognize the profits from the new customer. She said as FY 2021 has progressed and we see the strength of our revenue funds, staff is proposing a smaller transfer of $1 million instead of the $1.3 initially proposed. She said this will strengthen the Water Fund, which is susceptible to fluctuations based on weather and consumption levels. She said this will help regulate the water rates for consumers. She also said staff is trying to be sensitive to what is sustainable in our revenue performance, as it is uncertain if these changes are a new base or something transitory.

Ms. Molloy then talked about taxpayer impact. She discussed the current rates and projected rates through 2024. She said staff felt the tax levy increase would be 3.91% for FY 2022. She said the water rate is being held constant along with the sewer rates and vehicle sticker fees. She said potential increases may be in store for the stormwater fee and tax levy.

She discussed the property tax levy stating increases are driven by operational costs and public safety pension funds.

She said stormwater rates will be impacted by the bond rates we receive for debt issuance. She said due to the Aaa bond rating we just received and the current great bond market, we have every reason to believe that we will see really good pricing on the deal we do. She said if that is the case, we may be able to adjust the subsequent year projections for the stormwater fee.

Mr. Hallgren discussed FY 2022 expenses. He said the assumptions for personnel expenses would be keeping with an annual wage adjustment and movement through the pay scale. He said the IMRF preliminary benefit rate is 8.48% which is significantly better than the 10.8% we are paying this year. He also said healthcare is projected at 0% and public safety pensions see
positive impacts due to the 15-year rolling amortization and positive returns in the market. He said we are still projecting a $500,000 incremental payment in public safety pensions. He said in total, there is a projected increase of $610,000 in personnel expenses for FY 2022.

He then talked about capital improvements, stating the current projected FY 2022 Budget is approximately $39 million. He said the major investments are in infrastructure like sewers, streets, sidewalks, alleys and water facilities. He highlighted some of the larger expenses, stating the final phase of the Neighborhood Storage Project is at $27 million, the road program is at $5 million, water plant improvements at $2.5 million and vehicle purchases just under $1 million. He said the capital improvement expenses will be discussed more thoroughly at the CIP Budget discussions on September 21.

Mr. Hallgren then talked about the reserve drawdown plan. He said the Finance Committee has drafted a revised Reserve Policy and a drawdown plan. He said the plan is scalable based upon revenue. He also said staff looks toward Moody's as we go to bond issuance and our Aaa bond rating, stating it really is a guidepost to financial policy. He said in the last call with Moody's, they said our plan was appropriate because the reserve dollars were being utilized for capital investment and not to offset operational costs. He said our reserve levels in comparison to other Aaa communities is comparable and cautioned that we need to plan carefully how to draw them down especially in light of pension obligations that are in line with other communities in Illinois.

He said when we started FY 2021, we were at $12.9 million. He said based upon positive performance, we expect to be at 41% by year end, and the goal is to draw down to the 30% range over the next three years. He said this totals approximately $5.5 million. He said approximately $3.3 million is proposed for capital improvements. He showed a chart with 3-year proposed drawdown options, including capital improvements and pension fund contributions hitting a 30% level by 2024.

Trustee Dodd said she appreciates this chart because it shows a path getting to that targeted 30% level. She said we want to strive in 2022 to get our year-end balance down to 35%. She said revenues go up or down and dollars fluctuate, but the percentage we are targeting will not. She said the recommended process gets us to this target.

Mr. Braiman called this a “living chart.” He said it can be altered as needed to get to the ultimate goal of 30%. He said the challenge in
FY 2022 will be capacity in Engineering and how much to spend down on what projects. He said there are some good opportunities so if we come in a little higher at the end of FY 2021, we have the capability to add more in FY 2022. He said that will be determined over the next couple of months. He said there is flexibility to amend the budget if necessary.

Trustee Barrow said this is a very good problem to have.

Mr. Braiman concurred.

Trustee Dodd agreed and said her point was to get us to a percentage and not a dollar amount.

Trustee Kennedy concurred and said that the 30% goal is based on expenses, which could go up to make the new target completely different.

President Plunkett said Moody’s cautioned against spending down the reserves too much or too quickly. She asked if this scenario of going from 41% to 30% in 3 years is too quickly.

Ms. Molloy said we gave Moody’s the reserve policy documentation to provide feedback. She said they acknowledged that we are talking about strong reserves and pointed ways to use them. She said the fact that we are proposing to spend these reserves on pensions and capital projects is viewed as prudent by the rating agency.

Mr. Braiman noted that while the reserves are high for us in Wilmette, they are not high for communities with an Aaa bond rating, so he thinks the spend-down plan proposed is a good one. He said we are not out of whack with our comparables in Illinois and across the country.

Ms. Molloy said we are not reliant on revenue sources like sales tax such as some of our surrounding communities are. She said Moody’s has always looked at our reserves differently than our neighbors whose budgets may rely heavily on sales tax.

Mr. Hallgren gave an overview of the budget schedule, which includes a CIP budget workshop, a budget workshop and then the formal presentation of the budget to the Board with final ordinance adoption.

Mr. Braiman added there may be a Finance Committee meeting during the process as more information comes in about pensions
from the actuaries. He said we have sufficient time for this, with a meeting most likely in October or November.

There was no further discussion on the topic.

6.3 **PUBLIC SAFETY STANDING COMMITTEE REPORT**

6.3.1 Illinois Criminal Justice Reform Presentation.

Police Chief Kyle Murphy gave a presentation (PowerPoint attached) on the state reforms in criminal justice. Chief Murphy said the presentation would cover HB3653 and include discussion on criminal law and procedure; professional standards; training; qualified immunity and body worn cameras.

He began by stating he supports positive change in law enforcement. He explained the original bill was over 700 pages with a trailer bill over 200 pages.

Chief Murphy said Wilmette Police Department’s current Use of Force policy meets all the legislative requirements of the new state bill, which is effective in January 2022. He said back in 2020 the Wilmette policy also met the requirements of the U.S. Department of Justice.

He said use of force laws, policy and training are guided by landmark U.S. Supreme Court cases and that this legislation adds additional considerations for officers. He said they must consider the totality of the circumstances to assess if a threat is imminent. He said when feasible, officers must make an effort to identify themselves and the force they are about to use. He said these are consistent with practices already in place in Wilmette. He said officers are also prohibited from using deadly force against a person who is only a danger to themselves or a suspect of a property crime. They are also prohibited from using deadly force to prevent escape unless it is necessary to prevent death or great bodily harm.

Chief Murphy said this new bill also prohibits the use of force as a punishment or retaliation. He said any hold that interferes with a person’s breathing after they are no longer considered a threat is prohibited. He discussed the use of chemical agents, stating officers must announce their intent to use them; however, he stated we do not employ tear gas in Wilmette. He said they do use pepper spray and their policy states officers must announce their intent to use it prior to deploying.

He said officers are now required to render aid to injured persons and have a duty to intervene when witnessing the use of excessive
force by another law enforcement officer. He said an officer must report this and can do it without fear of retaliation.

Chief Murphy said the new bill also mandates law enforcement officers issue citations and not make custodial arrests for Class B and Class C misdemeanors by those who pose no threat to any person. He said Class B and Class C misdemeanors include assault, disorderly conduct, trespassing and peeping tom violations.

He then discussed professional standards, stating Wilmette was the 3rd agency in Illinois and 29th in the country to become accredited. He said the last time they were accredited was in 2018 and are currently set for review and on-site visitation this fall. He said accreditation ensures continual improvement and maintenance of best practices. He said policies are regularly reviewed and supervisors are involved in the review. He said public interactions and performance of law enforcement officers are also reviewed at every supervisory level to ensure best practices are being followed.

He said the bill also requires certification of all police officers in the state, which has always been the standard in Wilmette. He said mandated health screenings is also a new mandate, which Wilmette has been doing for over 30 years. Chief Murphy said Wilmette recognizes good physical and psychological health is vital to the performance of the job of law enforcement officer. He said all officers have physical and emotional support available via health professionals and an internal social services counselor.

Chief Murphy then discussed officer misconduct, stating an officer commits a Class 3 Felony if they misrepresent facts in a report, withhold information or fail to comply with the Body Worn Camera Act. He said all misconduct records must now be kept permanently, even if the complaint is determined to be unfounded. He said the bill also allows for whistleblower protections and the ability to file an anonymous complaint. He said Wilmette has accepted anonymous complaints for decades. He said while there are limitations, he appreciates the significance of this and is eager to investigate credible allegations into misconduct of Wilmette officers. He said in 2020, ability was granted to file complaints directly with the office of Corporation Counsel. He said additional reporting requirements were also added regarding use of force. He said any action that results in death, serious bodily injury or discharge of a firearm are all reported to the FBI. He said Wilmette has been voluntarily submitting this information since 2018. He said custodial deaths have been investigated by a 3rd party, but now there is an additional reporting requirement to the Illinois Criminal Justice and Information Authority. He said mental health crisis calls that result in an evaluation are now being reported to the State Police. He said Wilmette has been a
leader on this topic and was engaged in a regional benchmark cooperative 3 years ago. He said they are now required to report to the Illinois Law Enforcement Training and Standards Boards an annual body worn camera report and of any resignations occurring during an active misconduct investigation.

Chief Murphy discussed training, stating Wilmette has always required a bachelor’s degree for police officers and academy training of 560 hours. He said they are also required to go through a 12-14 week field training program with a certified Field Training Officer and have an annual average of 80-100 hours of training on topics like law updates; defensive tactics and firearm qualifications; cultural competency; implicit bias; procedural justice; use of force; constitutional and proper use authority; mental health awareness and CIT certifications; civil and human rights and de-escalation techniques. He said these topics often overlap in training curriculums. He said 85% of Wilmette patrol officers are certified in Crisis Intervention Training which focuses on recognizing and assisting those in crisis and assisting those who suffer addiction and mental illness. He said it is unclear, if under the new bill, officers can continue with in-house training or if they will be required go off shift for 3rd party instruction.

He then discussed qualified immunity, stating there is currently no change to the law. He said qualified immunity does not apply in instances where a reasonable person knows their actions have violated the constitution and does not insulate officers from criminal negligence or criminal acts.

Chief Murphy talked about body worn cameras, stating it is mandated by Village population. He said they have timed the program to coincide with the Capital Improvement Program Budget and are scheduled to be operational in 2024, which is well before the January 1, 2025 deadline. He said for 20 years, Wilmette has used in-car recording systems to record traffic stops and public interaction. He said Wilmette officers conduct themselves professionally and will welcome this new technology. He said the costs for the in-car system and body worn camera system will be approximately $40,000 annually after the first year which will be $64,000. He said there may be some grant opportunities, but that remains to be seen.

Chief Murphy said Wilmette has either already had these programs or instituted the ones necessary for this reform bill. He said they will continue to make changes as necessary going forward. He said the full impact of this bill is unknown, but he has confidence the department will continue to provide fair and impartial law enforcement services while upholding the highest ethical and professional standards. He said they will continue to work on behalf
of crime victims and be resolute in protecting the rights of everyone they come into contact with.

Trustee Barrow said so much of what Wilmette Police are already doing is encompassed by the Act, and residents should take comfort from understanding they have a police department that has been compliant for quite some time. He said we have seen that in the performance statistics shared with the community annually. He then asked for further clarification of the Class B and Class C charges that will soon be handled by citation instead of arrest.

Chief Murphy said the new bill requires issuing citations for Class B and C misdemeanors now. He said he picked out the 4 most recognizable to use as examples in his earlier presentation, but there are many more. He said we had a situation where a registered sex offender out on parole was in the backyard of a home here in Wilmette. The police were called because he was looking into the window of the caller’s daughter. He said they were able to arrest him and charge him and send him back to prison. He said under this new bill, without knowing what his intent was, they could only issue a citation.

Trustee Kennedy asked if that was because trespassing was always a misdemeanor.

Chief Murphy said trespassing is not always a misdemeanor, and in the case mentioned earlier, that was a peeping tom or disorderly conduct.

Trustee Kennedy asked if that was trespassing because he was in someone’s yard uninvited.

Chief Murphy said if he was in someone’s yard, it would be a Class B misdemeanor.

Trustee Barrow asked what type of assault would be considered a misdemeanor.

Chief Murphy said a simple assault would be where someone was saying something that made the person believe it would lead to battery. He said battery is the actual physical contact.

Trustee Barrow asked if it could be an argument on the street.

Chief Murphy concurred and said it could be a person who comes up with fists clenched but there is not physical contact.
Mr. Stein said there are other forms of assault that are felonies such as those committed with a firearm or knife.

Chief Murphy concurred and said there are many categories that can elevate the assault to a felony.

Trustee Kennedy asked about the maximum penalties for Class B and C misdemeanors.

Mr. Stein said a Class C misdemeanor could carry a maximum of 30 days in jail. He said he does not know the fine currently, but when he was working in the States Attorney’s Office, no one ever went to jail for a Class C misdemeanor. He said a Class B could carry a penalty of up to 6 months in jail.

President Plunkett asked if it is up to the officer to determine the threat.

Chief Murphy said that was the case and that they need to assess who the person is, what their intention is and if they pose a threat. He said there will be some difficulty going forward for officers in these situations.

President Plunkett asked in the situation described earlier, would the officer have no other option but to give a citation or knowing the history, would it be possible to do more.

Chief Murphy said they could make some assumptions based on the person’s past criminal history; however, according to the letter of the law, their actions are limited. He said this is one of those sections that he remains hopeful that before the deadline, further consideration would be given to these particular incidents.

Trustee Dodd asked if this is inclusive of all Class B and Class C misdemeanors. She asked if Chief Murphy’s hope was that the Class B and Class C misdemeanors would be further divided into those that could have the potential for an arrest and those that don’t or would he rather all those in Class B and C have the option for arrest.

Chief Murphy said there are some Class C misdemeanors that he feels warrant just a citation, and he thinks there are some reasonable sections. He said however that there are some offenses that he feels should warrant an arrest over a citation. He said there is a reasonable expectation of the victim that there will be sufficient police action, and at times, a citation may not suffice.
Trustee Kennedy asked what the consequences could be if there is an argument about an officer’s judgment regarding a reasonable threat.

Chief Murphy said that is uncertain at this point and would probably need to be flushed out in the courts. He said if there is disagreement on actions taken by law enforcement, there may be one action taken by the court and another by a civil action remedy.

Trustee Kennedy asked if there are penalties to the police officer or department if they disagree with the officer’s assessment of a reasonable threat.

Chief Murphy said there are not. He said the law is saying we “shall” issue a citation.

Mr. Stein said he thinks the question is whether or not there is officer discretion. He said if there is no reasonable threat to the public, there is no option for custodial arrest. It is similar to underaged drinking. There is no arrest, but a citation is issued with a resulting fine or penalty.

Trustee Kennedy said she didn’t understand the use of the word “mandate.”

Mr. Stein said it means if you are going to enforce the crime, you can only give a citation without an arrest whereas before an arrest was an option.

Trustee Kennedy asked if there was consequence to our police officers if they violate that.

Mr. Stein said the consequences would be the same as a false arrest claim which is very hard to meet. He said the consequence for that is not nearly as severe as for a malicious prosecution claim. He said those Section 1983 remedies are still available. He said there is nothing in the Act that penalizes an officer for making this type of mistake.

Trustee Sheperd said he believes it would be well-documented if the police officer felt there was an imminent threat and made an arrest.

Trustee Kennedy said she does not want a police officer arrested because he broke a mandate.

Trustee Gjaja echoed Trustee Barrow’s comments and said she was struck by how much of the components in the Act are already in place in our police department. She said there does not seem to be much
that will need to be adjusted. She said the body worn cameras will be a new concept. She asked how that will work with the in-car cameras.

Chief Murphy said that is why they changed their schedule. He said they will purchase an all-in-one system wherein once the lights are activated, the in-car cameras would turn on and the body cams. He said the body cam would serve as a microphone.

Trustee Gjaja asked if it is one video of an incident or would there be 2.

Chief Murphy said it would go into one evidence system, but it will be different clips. He said the in-car camera system can have multiple cameras, but there will be different views, same audio. He said the body worn camera footage would be different.

Trustee Gjaja asked if the officer has the ability to turn off the body camera.

Chief Murphy said he was not sure if they would have the ability to do that, but the law requires that the camera remain on at all times until the incident is over.

Trustee Gjaja said that will be a major change that will require training.

Chief Murphy concurred and said there will be bugs to work out but the familiarity with the in-car camera system will help in that regard. He said he does not anticipate any difficulty with this, just some operational training.

Trustee Sheperd said one thing listed in the memo is the allowance of a 48-hour grace period on the electronic surveillance. He asked what the thought behind that was about.

Chief Murphy said they added a section that states the person is not in violation of their electronic monitoring device unless it has been more than 48 hours. He said he cannot speak to the thought process, but he is concerned. He said he is not sure if they will see more electronic monitoring as part of the bail abolishment. He said we could see more of these types of devices.

Trustee Barrow asked who lobbied on behalf of the 48-hour grace period.

Chief Murphy said he was not sure.
Trustee Barrow said the question was more rhetorical, as it does not seem to make any sense.

Chief Murphy concurred and said there are sections of the bill that are reasonable and make sense and he fully supports them. He said he is all for police accountability and transparency but wishes there had been more law enforcement collaboration and victim’s rights groups on some of the sections.

There was no further discussion on this topic.

6.4 **LAND USE STANDING COMMITTEE REPORT**

6.41 Introduction of Ordinance #2021-O-56 amending the Zoning Code to allow a dispensing organization as a special use in the PCD-1 Zoning District.

Mr. Braiman said typically an ordinance introduction would be on the Consent Agenda; however, staff wanted to give the residents notification that the Board intends to vote on whether or not to allow a cannabis dispensary in Edens Plaza at the September 28 Board meeting. He said there has been 2 years of study on the topic and considerable effort to elicit public input, including a referendum question on the November 2020 election ballot. He said the ordinance presented tonight would be to allow a cannabis dispensary as a special use at Edens Plaza with conditions defined by the Land Use Committee in July. He then said if anyone has questions or comments to please contact staff. He said the final vote will be taken off consent at the September 28 Board meeting. He said this does not mean that there will be a cannabis dispensary in Edens Plaza. He said it is a step to allow a business owner to submit a special use application for consideration. He said if there is an application received, there will be ample opportunity for the public to express their concerns.

President Plunkett said we have been discussing this topic for 2 years and this is not the last opportunity for residents to speak.

There was no further discussion on the topic.

6.5 **MUNICIPAL SERVICES STANDING COMMITTEE REPORT**

All items listed on the Consent Agenda.

6.6 **JUDICIARY STANDING COMMITTEE REPORT**

No report.

6.7 **REPORTS FROM SPECIAL COMMITTEES**

No reports.
7.0 **NEW BUSINESS**

There was no new business.

8.0 **ADJOURNMENT**

Trustee Kennedy moved to adjourn the meeting at 9:36 p.m., seconded by Trustee Barrow.

All voted aye, the motion carried.

Respectfully submitted,

Karen Norwood  
Deputy Village Clerk
REQUEST FOR BOARD ACTION

AGENDA ITEM: 3.2

Community Development Department

SUBJECT: 2021-TU-30 – 1100 Laramie Avenue (Loyola Academy) – Freshman Dance

MEETING DATE: September 28, 2021

FROM: Lisa Roberts, Assistant Director of Community Development

BUDGET IMPACT: None

Recommended Motion

Approval of a temporary use for Loyola Academy to hold the Freshman Dance outside at 1100 Laramie Avenue (Loyola Academy) on Friday, October 1, 2021 from 7:00 p.m. to 10:00 p.m.

Background

Section 13.6.C of the Zoning Ordinance authorizes the Village Board to issue a Temporary Use Permit for the outdoor event.

Discussion

Loyola Academy is requesting permission for a temporary use permit to hold the Homecoming Dance outside on Friday, October 1, 2021 from 7:00 p.m. to 10:00 p.m. Approximately 500 attendees are expected.

The event will take place primarily on the driveway between the school and the football field. Water and chips will be served from the football concession stand. Parking will be accommodated on the school property.

A DJ will play music during the event. The applicant has been notified that the sound must be limited to a reasonable level throughout the event. The applicant has been further advised that regardless of the times approved for the temporary use, if complaints about noise are received, the Police Department will ask that the music be turned off.

Ten volunteers will be assisting. Set up for the event will begin around 4:30 p.m. and clean up will be done by 10:30 p.m.

This is the first year for this request.
Because the event is less than five days, no notice is required.

**Budget Impact**

There is no impact to the budget.

**Documents Attached**

1. Application
2. Letter
3. Site Plan
Village of Wilmette
Application for Temporary Use/Structure Permit Hearing

Address of Event/Structure: Loyola Academy, 1100 Laramie Ave

Name of Event: Freshman Dance

Description of Event/Structure: dance/lawn games

Is this the first year for this event? ☒ Yes ☐ No

Date(s) and Time(s) of Event/Siting of Structure:

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Event Sponsor
Organization or Company: Loyola Academy

Contact Person:
Name: Melissa Krein

Address: 1100 Laramie Ave, Wilmette IL 60091

Daytime Telephone Number: 847-920-2604

E-mail: mkrein@loy.org
Number of anticipated: Attendees: 500    Volunteers: 20

Description of parking provisions: parking lot

Number, size, and location of signage: n/a

Number and size of tents: n/a

Number and location of portable toilets: n/a

Describe any music to be played outside: DJ dance music

Describe the scope of food to be provided: water & bags of chips

Describe any public personnel/assistance requested: 

Are you the legal owner of the property? ☑ Yes ☐ No

If not, please provide the following information with the property owner’s signature or attach a signed letter of authorization.

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<tr>
<th>Property Owner</th>
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<tr>
<td>Name: Loyola Academy</td>
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<tr>
<td>Address: 1100 Larabie Ave., Wilmette IL 60091</td>
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<tr>
<td>Daytime Telephone Number: 847-920-2424</td>
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<td>E-mail: <a href="mailto:bhake@loy.org">bhake@loy.org</a></td>
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<tr>
<td>Signature: Brian P. Hake, CFO</td>
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<td>Date: 9/10/21</td>
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<td>☐ Letter of Authorization Attached</td>
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I agree that if the temporary use is approved, sales tax receipts from this event, if any, will be property reported to the State as attributable to the Village.

Petitioner’s Signature: Melissa Krei    Date: 9/10/21

Updated 6/7/2021
Wilmette Village Board
1200 Wilmette Ave.
Wilmette, IL 60091

Dear Village Board,

We are seeking the approval of a Temporary Use permit for our Freshman Dance on October 1, 2021. The event will be held mostly outside due to our current pandemic conditions. We will have water and bags of chips for the students served by students in our football concession stand. We anticipate about 500 attendees and will have about 10 volunteers. We will play dance music facing toward the Eden’s Expressway, and have audio amplification for announcements.

Here is the timeline of the event-

**Friday, October 1**
Freshman Dance at Loyola Academy
Foley/O’Donnell Commons

7:00 p.m. Start of Event
10:00 p.m End of Event

Please let me know if you have any questions.

We appreciate your consideration.

Sincerely,

Melissa Krein
Director of Student Activities
Loyola Academy
847.920.2604
REQUEST FOR BOARD ACTION

AGENDA ITEM: 3.3

SUBJECT: 2021-TU-32 – 1100 Laramie Avenue (Loyola Academy) – Homecoming Dance

MEETING DATE: September 28, 2021

FROM: Lisa Roberts, Assistant Director of Community Development

BUDGET IMPACT: None

Recommended Motion

Approval of a temporary use for Loyola Academy to hold the Homecoming Dance outside at 1100 Laramie Avenue (Loyola Academy) on Saturday, October 2, 2021 from 6:30 p.m. to 10:30 p.m.

Background

Section 13.6.C of the Zoning Ordinance authorizes the Village Board to issue a Temporary Use Permit for the outdoor event.

Discussion

Loyola Academy is requesting permission for a temporary use permit to hold the Homecoming Dance outside on Saturday, October 2, 2021 from 6:30 p.m. to 10:30 p.m. While approximately 1,200 students are expected in total, they will be broken up by grade into three groups of 400 students at a time.

The event will take place primarily on the driveway between the school and the football field. Water and chips will be served from the football concession stand. Attendees who drive will park on the school property.

A DJ will play music during the event. The applicant has been notified that the sound must be limited to a reasonable level throughout the event. The applicant has been further advised that regardless of the times approved for the temporary use, if complaints about noise are received, the Police Department will ask that the music be turned off.

Twenty volunteers will be assisting. Set up for the event will begin around 4:30 p.m. and clean up will be done by 11:30 p.m.
This is the first year for this request.

Because the event is less than five days, no notice is required.

**Budget Impact**

There is no impact to the budget.

**Documents Attached**

1. Application
2. Letter
3. Site Plan
Village of Wilmette
Application for Temporary Use/Structure Permit Hearing

Address of Event/Structure: Loyola Academy, 1100 Laramie Ave

Name of Event: Homecoming Dance

Description of Event/Structure: dance

Is this the first year for this event? ☑ Yes □ No

Date(s) and Time(s) of Event/Siting of Structure:

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Event Sponsor
Organization or Company: Loyola Academy

Contact Person:
Name: Melissa Krain

Address: 1100 Laramie Ave

Daytime Telephone Number: 847-926-2604

E-mail: mkrein@loy.org
Number of anticipated: Attendees: 1200  Volunteers: 20

Description of parking provisions: parking lot

Number, size, and location of signage: n/a

Number and size of tents: n/a

Number and location of portable toilets: n/a

Describe any music to be played outside: DJ dance music

Describe the scope of food to be provided: water/bags of chip

Describe any public personnel/assistance requested: n/a

Are you the legal owner of the property?  ☑ Yes  ☐ No

If not, please provide the following information with the property owner's signature or attach a signed letter of authorization.

Property Owner
Name: LOYOLA ACADEMY
Address: 1100 LAMARIE AV., WILMETTE IL 60091
Daytime Telephone Number: 847-920-2914
E-mail: bhafe@loy.org
Signature: Brian P. Hafe, CEO
Date 9/10/21

☐ Letter of Authorization Attached

I agree that if the temporary use is approved, sales tax receipts from this event, if any, will be property reported to the State as attributable to the Village.

Petitioner's Signature  Melissa Kruis  Date 9/10/21

Updated 6/7/2021
Wilmette Village Board  
1200 Wilmette Ave.  
Wilmette, IL 60091

Dear Village Board,

We are seeking the approval of a Temporary Use permit for our Homecoming Dance on October 2, 2021. The dance will be held mostly outside due to our current pandemic conditions. We will have water and bags of chips for the students served by students in our football concession stand. We anticipate about 1200 attendees total, but they will attend in waves of approximately 400, and will have about 20 volunteers. We will play dance music facing toward the Eden’s Expressway, and have audio amplification for announcements.

Here is the timeline of the event-

**Saturday, October 2**  
Homecoming Dance at Loyola Academy  
Foley/O’Donnell Commons

- 6:45 – 8:30 pm Sophomores Attend  
- 7:45 – 9:30 pm Seniors Attend  
- 8:45 – 10:30 pm Juniors Attend

Please let me know if you have any questions.

We appreciate your consideration.

Sincerely,

Melissa Krein  
Director of Student Activities  
Loyola Academy  
847.920.2604
REQUEST FOR BOARD ACTION

Community Development Department

SUBJECT: 2021-TU-33 2921 Illinois Road (Marie Murphy School) – Temporary Use for One Tent for School Use

MEETING DATE: September 28, 2021

FROM: Lisa Roberts, Assistant Director of Community Development

BUDGET IMPACT: None

Recommended Motion

Move to approve one tent at 2921 Illinois Road (Marie Murphy School) from August 10 to November 26, 2021.

Background

Section 13.6.C of the Zoning Ordinance authorizes the Village Board to grant temporary use approval for any temporary uses and structures not otherwise specified in the ordinance.

Discussion

District 37 is requesting to install/retain a tent to be used for flexible classroom space, a lunchroom, and for physical education classes.

The tent measures 30’ x 40’ and is open sided. The tent is located over a grassy area behind the school and does not impact available school parking.

Because the tent is proposed to be in place for approximately 3 months, notice of this request is required to be given to property owners within 250’ and the matter must be approved by the Village Board in accordance with Section 13.6.C of the Zoning Ordinance.

Budget Impact

There is no impact to the budget.
Documents Attached

1.0 Application
2.0 Application Letter
3.0 Site Plan
4.0 Notice
5.0 Affidavit
6.0 Letter from Danielle Mergner, 1129 Romona Road, dated September 21, 2021
Village of Wilmette
Application for Temporary Use/Structure Permit Hearing

Address of Event/Structure: 2921 Illinois Road

Name of Event: 2021-2022 School Year

Description of Event/Structure: Tent structure for student and staff use

Is this the first year for this event? ☐ Yes ☑ No

Date(s) and Time(s) of Event/Siting of Structure:

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Set Up Time: 7:00 AM - 8:30 AM

Start Time

End Time

Take Down Time/End: 7:00 AM - 3:30 PM

Event Sponsor
Organization or Company: Avoca School District No. 37

Contact Person: Beth Deva

Name:

Address: 2921 Illinois Rd Wilmette IL 60091

Daytime Telephone Number: 847-726-4112

E-mail: devaeb@avoca37.org

Updated 6/7/2021
Number of anticipated: Attendees: ___________ Volunteers: ___________

Description of parking provisions: ________________________________

______________________________

Number, size, and location of signage: ________________________________

Number and size of tents: 1 Tent 30' x 40'

Number and location of portable toilets: ________________________________

Describe any music to be played outside: ________________________________

Describe the scope of food to be provided: ________________________________

Describe any public personnel/assistance requested: ________________________________

Are you the legal owner of the property?  Yes ☒ No ☐

If not, please provide the following information with the property owner’s signature or attach a signed letter of authorization.

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<td>Address: ________________________________</td>
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<td>Daytime Telephone Number: ________________________________</td>
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<td>E-mail: ________________________________</td>
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<td>Signature ________________________________ Date ________________________________</td>
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☐ Letter of Authorization Attached

I agree that if the temporary use is approved, sales tax receipts from this event, if any, will be property reported to the State as attributable to the Village.

Petitioner’s Signature ________________________________ Date 9-15-21

Updated 6/7/2021
September 15, 2021

Mr. John Adler
Director, Community Development Department
Village of Wilmette
1200 Wilmette Ave
Wilmette, IL 60091

Dear Mr. Adler:

I am writing to request a temporary use permit for a tent on our property at 2921 Illinois Road. The tent will be used for students and staff this fall as a flexible classroom space, a lunch room and for our PE classes.

We will rent the tent from House of Rental in Skokie beginning August 10, 2021 and anticipate it being removed during the week of November 22, 2021. The tent is located south of Marie Murphy School in the grass. It is a 30' x 40' frame tent.

Please let me know if you have any questions.

Sincerely,

Beth Dever
Chief School Business Official
Satellite view of Marie Murphy Property. Tent location indicated in yellow. Tent dimensions are 30' x 40'.
NOTICE OF TEMPORARY USE

Please note that on **September 28, 2021** at 7:30 p.m. the undersigned shall appear before the President and Board of Trustees of the Village of Wilmette in the Council Chambers of the Second Floor of Village Hall, 1200 Wilmette Avenue, Wilmette, Illinois to request temporary use approval for one tent at 2921 Illinois Road (Marie Murphy School) from August 10 to November 26, 2021.

District 37 is requesting to install/retain a tent to be used for flexible classroom space, a lunchroom, and for physical education classes.

The tent measures 30’ x 40’ and is open sided. The tent is located over a grassy area behind the school and does not impact available school parking.

Because the tent is proposed to be in place for approximately 3 months, notice of this request is required to be given to property owners within 250’ and the matter must be approved by the Village Board in accordance with Section 13.6.C of the Zoning Ordinance.

Section 13.6.C of the Zoning Ordinance authorizes the Village Board to approve temporary structures in place for more than five days. If you have any questions or comments about this Temporary Use please contact the Community Development Department at (847) 853-7550 or at comdev@wilmette.com.

You may appear at the meeting if you so desire. The application is on file in the department of Community Development where it may be viewed between the hours of 8:00 a.m. and 4:30 p.m. Monday through Friday. If you are a person with a disability and need special accommodations to participate in and/or attend a Village of Wilmette public meeting, please notify the Village Managers Office at (847) 251-2700 (TDD # 853-7634) as soon as possible.

**Dated:** September 15, 2021  
**Name:** District 37  
**Property:** 2921 Illinois Road (Marie Murphy School)  
**Case No.:** 2021-TU-33
Village of Wilmette Affidavit

Temporary Use
Village of Wilmette
1200 Wilmette Avenue

Case Number: 2021-TU-33

Property Located At: 2921 Illinois

The undersigned being duly sworn deposes and says that he has complied with the applicable notice provisions of Section 20-4.3.4 of the Zoning Ordinance of the Village of Wilmette, by distributing the attached Notice of Public Hearing to the following named parties by one of the following methods:

A. Notice sent by first class mail with sufficient postage affixed thereon.
B. Notice delivered in person.

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<tr>
<th>Pin #</th>
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<th>Method of Service (Indicate A or B)</th>
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All delivered by first class mail with sufficient postage affixed thereon on Thursday, September 16, 2021. See attached for full mail list.

The undersigned further states that the above and foregoing list of names and addresses is a complete list containing the names and last known addresses of all parties to whom the current real estate tax bills are sent, as shown on the record of the local real estate tax collector, and all parties residing on or in possession of a portion of the premises whose names are listed on mailboxes on said premises for all lots any part of which lie in the vicinity of the subject property, said subject property being that property for which a temporary use/structure has been requested.

[Signature]
Affiant

Subscribed and sworn to before me this 17th day of September, 2021.

[Seal]
Notary Public

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<th>Address</th>
<th>City</th>
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**PLEASE NOTE:** OWNERS AND OCCUPANTS MUST BE NOTIFIED.
September 21, 2021

Ms. Lisa Roberts  
Community Development Office  
Village of Wilmette  
1200 Central Avenue  
Wilmette, IL 60091

Dear Ms. Roberts:

Thank you for your assistance yesterday in reviewing the application for Temporary Use Permit (“permit”) by Avoca School District 37 (“D37”).

I would appreciate an opportunity to speak to the Board regarding the school’s application for a permit at the Village Trustee Board meeting scheduled for September 28, 2021 and appreciate your forwarding this letter to them. As this will be the second year that the school will have the 30’ x 40’ tent on its premises, I would like to raise four primary concerns based on our experience during the 2020-2021 school year.

(1) **The first is location.** Located adjacent to our back yard on the east side of the school in 2020-2021, we had several issues due to the tent about which we contacted the school last year. After an exchange of emails in August of this year, Mr. Kaine Osburn, D37 Superintendent, moved the tent to its current location on a trial basis to be moved at the school’s discretion.

(2) **The second is regarding hours of use.** During the 2020-2021 school year, the tent was rented out for non-student and non-staff activities outside published school hours which included weekends, and which use interfered with the use and enjoyment of our outdoor space.

(3) **The third is noise.** Use of the tent outside the school’s published hours meant noise not in line with our neighborhood character during evenings and weekends. In addition, during school hours, the school periodically used a sound system with speakers amplifying noise; again, uncharacteristic of our neighborhood.

(4) **The fourth is littering.** Several times during the course of the school year, various projectiles - generally unwanted foodstuffs and water bottles - were launched into our yard, hitting our roof and
windows. We also routinely found an assortment of litter along our side of the fence bordering the property.

In the spirit of collaboration, we have contacted the school on several occasions, and to its credit, Mr. Osburn did move the tent on a trial basis this year and place trash receptacles outside. If the Board considers approving the temporary use permit, we respectfully request the permit is honored as written, meaning:

A. The tent remain in the current location designated on the permit application for the duration of the permit period.
B. The tent is permitted for use ONLY by D37 students and staff as designated on the permit application, and use of the tent by other individuals or groups is prohibited.

Further, we ask that the permit be amended to include:

i. Hours of use which mirror school hours and school days, allowing use of the tent only during published school hours and days as stated on its website, i.e. full days from 7:55 a.m. to 3:20 p.m and half days from 7:55 a.m. to 11:00 a.m.; specifically excluding any use by students or staff outside these published hours.
ii. Prohibition of any system, manual or electronic, for the purpose of amplifying sound.
iii. Regular maintenance and emptying of a sufficient number of outdoor trash receptacles on the school premises, as well as best efforts to educate and oversee its students regarding proper and responsible disposal of trash, and cleanup of errant litter.

Navigating through the Covid-19 requires creative solutions and cooperation. We understand, and toward that end have endeavored to be good neighbors to D37 regarding its need for accommodation. We ask that the school remember that it too is a neighbor in our community and show us the same consideration.

Regards,

Danielle Mergner
1129 Romona Road
Wilmette, IL 60091
REQUEST FOR BOARD ACTION

SUBJECT: 2021-TU-34 – 910 Central Avenue Central School Carnival

MEETING DATE: September 28, 2021

FROM: Lisa Roberts, Assistant Director of Community Development

BUDGET IMPACT: None

Recommendation Motion

Approval of a temporary use to hold a Central School Carnival event at 910 Central Avenue from 2:00 p.m. to 5:00 p.m. on Saturday, October 16, 2021.

Background

Section 13.6.C of the Zoning Ordinance authorizes the Village Board to issue a Temporary Use permit for the outdoor event.

Discussion

Central School is requesting permission to hold a Central School Carnival event from 2:00 p.m. to 5:00 p.m. on Saturday, October 22, 2021. Set up will begin at 9:00 a.m. and take down will be completed by 7:00 p.m.

Approximately 300 to 350 attendees and 50 volunteers are expected. A vendor will providing games and activities.

No music is proposed but an amplified will be used for the games. The applicant has been notified that the sound must be limited to a reasonable level throughout the event. The applicant has been further advised that regardless of the times approved for the temporary use, if complaints about noise are received, the Police Department will ask that the music be turned off.

The applicants propose to have JP McCarthy’s pizza, and chips, juice, and water. A temporary food permit has been applied for.

Since the proposed activity will continue for five (5) days or less, no notice is required.
Budget Impact

There is no impact to the budget.

Documents Attached

1. Application
2. Letter
3. Site Plan
Village of Wilmette
Application for Temporary Use/Structure Permit Hearing

Address of Event/Structure: Central Elementary School 910 Central Ave, Wilmette

Name of Event: Central School Carnival

Description of Event/Structure: School carnival 2-5pm

Is this the first year for this event? ☑ No

Date(s) and Time(s) of Event/Siting of Structure:

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<th>Date 1</th>
<th>Date 2</th>
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<th>Date 4</th>
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Event Sponsor
Organization or Company: Central School PTA

Contact Person:
Name: Cathy Tucker (Committee Member)

Address: 237 Greenleaf

Daytime Telephone Number: 312-419-7471

E-mail: Cathy.Tucker@yahoo.com
Number of anticipated: Attendees: 300  Volunteers: 50

Description of parking provisions: Neighborhood families so most will walk to event and some will park on street

Number, size, and location of signage: Small banners on school property

Number and size of tents: One tent already on school grounds

Number and location of portable toilets: None

Describe any music to be played outside: One amplifier used for games

Describe the scope of food to be provided: JP McCarthy's pizza, chips, juice, water

Describe any public personnel/assistance requested: None

Are you the legal owner of the property? □ Yes  □ No

If not, please provide the following information with the property owner’s signature or attach a signed letter of authorization.

<table>
<thead>
<tr>
<th>Property Owner</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name: District 39</td>
</tr>
<tr>
<td>Address: 615 Locust Rd</td>
</tr>
<tr>
<td>Daytime Telephone Number: 847-256-2450</td>
</tr>
</tbody>
</table>

E-mail: 

Signature ___________________________  Date 9/20/2021

☐ Letter of Authorization Attached

I agree that if the temporary use is approved, sales tax receipts from this event, if any, will be property reported to the State as attributable to the Village.

Petitioner’s Signature ___________________________  Date 9/20/21

Updated 6/7/2021
September 20, 2021

Dear Community Development,

On behalf of the PTA for Central School, Wilmette, I am requesting a Temporary Use Permit for our annual school carnival to take place on October 16th, 2021 from 2-5 pm. The carnival will be held at Central School, 910 Central St., Wilmette, all outside on the school grounds (black top and fields).

I’ve attached a general site map for the event. The carnival will be staffed by parent volunteers and we will have maintenance staffed by District 39 on site. We will have a few vendors including Fun Events supplying the games and prizes and JPMcCarthy’s of Wilmette serving pizza. A food permit has been requested. Set up for the event will start the morning of the day and will close down shortly after the event. Please let me know if you have questions.

Best Regards,

Cathy Tucker
Carnival Committee Member
312-498-7471
REPORT TO THE BOARD OF TRUSTEES
FROM THE
PLAN COMMISSION

Recommendation: The Plan Commission recommends granting a request for annexation of the northern portion of 56 Indian Hill Road that is currently in unincorporated Cook County and conditioned upon the annexation, the rezoning from R to R1-C, the northern portion of 56 Indian Hill Road that is currently in unincorporated Cook County.

Case Number: 2021-P-02
2021-SZC-02
2021-SZC-03

Property: 39 Locust Road & 56 Indian Hill Road

Zoning District: 39 Locust Road – in part in Wilmette - R1-C, in part in Cook County - R-3
56 Indian Hill Road – in part in Wilmette - R1-C, in part in Cook County - R-3

39 Locust Road in Unincorporated Cook County will be zoned R, Single-Family Residence upon annexation. The southern portion of 39 Locust Road is proposed to be rezoned R as will be the northern portion of 39 Locust upon annexation into the Village of Wilmette.

56 Indian Hill Road in Unincorporated Cook County will be zoned R, Single-Family Residence upon annexation and is proposed to be rezoned to R1-C, Single-Family Residence as is the southern portion of 56 Indian Hill Road that is in the Village of Wilmette.

Applicant: Beach Club 100, LLC

Nature of Application: Request for annexation of those northern portions of 39 Locust Road and 56 Indian Hill Road that are currently in unincorporated Cook County.

Conditioned upon the annexation of the parcels, the applicant is requesting the rezoning from R1-C to R, the south portion of 39 Locust Road that is currently in the Village of Wilmette and the rezoning from R to R1-C, the north portion of 56 Indian Hill Road that is currently in unincorporated Cook County.
Cases 2021-P-02, 2021-SZC-02 & 2021-SZC-03  
39 Locust Road & 56 Indian Hill Road

**Applicable Goals/Policies of the Comprehensive Plan:**  Chapter 3 - Land Use – Policy One & Two

**Applicable Provisions of the Zoning Ordinance:**  
- Section 30-5.2
- Section 30-7.4
- Section 30-8.3

**Applicable Provisions of Village Code:**  Section 18-16

**Hearing Date:**  September 9, 2021

**Date of Applications:**  July 30, 2021 & August 13, 2021


**Plan Commission Vote:**  
Annexation of the northern portion of 56 Indian Hill Road that is currently in unincorporated Cook County.

William Bradford, Chairman  Yes  
Mariah DiGrino  Yes  
Alan George  Yes  
Homa Ghaemi  Yes  
Michael Taylor  Absent  
Martin Wolf  Yes

Conditioned upon the annexation, the rezoning from R to R1-C, the northern portion of 56 Indian Hill Road that is currently in unincorporated Cook County.

William Bradford, Chairman  Yes  
Mariah DiGrino  Yes  
Alan George  Yes  
Homa Ghaemi  Yes  
Michael Taylor  Absent  
Martin Wolf  Yes
Report Prepared By: John Adler, AICP, LEED AP
Director of Community Development

Report Approved and Submitted By: Chairman William Bradford

9-17-21

Chairman William Bradford Date
Description of Property

The Subject Properties are located on Locust Road and Grant Street, with frontage on Indian Hill Road, which is a private road. The northern portions of the lots are located in unincorporated Cook County.

39 Locust Road has approximately 198.77’ of frontage on Locust Road, 119.73’ of frontage on Grant Street, 152.19’ of frontage on Indian Hill Road easement and is approximately 329’ in depth. 39 Locust Road has an area of 66,050 square feet and is improved with a two-story single-family home.

56 Indian Hill has approximately 121.91’ of frontage on Grant Street, 137.82’ of frontage on the Indian Hill Road easement and is approximately 131.5’ in depth. 56 Indian Hill has an area of 16,470 square feet and is improved with a two-story single-family home.

The areas of both 39 Locust Road and 56 Indian Hill Road have changed slightly since the Plan Commission first heard the request for annexation of these properties. The applicant has since conveyed a portion of 39 Locust Road to 56 Indian Hill Road (approximately 1,599 square feet) to facilitate the reconfiguration of the driveway on Indian Hill as described at the last annexation hearing. A drawing depicting the proposed driveway changes is attached as document 1.6. If the annexation is granted the applicant will need to submit an application for a zoning variation because the proposed drive exceeds the required front yard coverage and required side yard adjoining a street lot coverage requirements.

To the south and east of 39 Locust Road are properties sited in the Village of Wilmette and zoned R1-C, Single-Family Residence, improved with single-family homes. To the north and west are properties sited in Cook County and zoned R-3, Single-Family. This includes the northern portion of the Subject Property, improved with single-family homes which is the subject of the annexation request.

To the south, east and west of 56 Indian Hill Road are properties sited in the Village of Wilmette and zoned R1-C, Single-Family Residence, improved with single-family homes. To the north are properties sited in Cook County and zoned R-3, Single-Family, including the northern portion of the Subject Property, improved with single-family homes which is the subject of the annexation request.

Annexation Request

The petitioner is seeking to annex into the Village of Wilmette those portions of 39 Locust Road and 56 Indian Hill Road that currently are in unincorporated Cook County. The Subject Properties are in both unincorporated Cook County and the Village of Wilmette. After annexation the entirety of the Subject Properties will be in the Village of Wilmette.

The portion of 39 Locust Road currently in the Village of Wilmette is the south 83.77’ of the property. The area of the Wilmette portion of 39 Locust Road is approximately 22,695 square feet with the unincorporated portion being approximately 43,355 square feet.
The portion of 56 Indian Hill Road currently in the Village of Wilmette is the south 91.77’ of the property. The area of the Wilmette portion of 56 Indian Hill Road is approximately 11,433 square feet with the unincorporated portion being approximately 5,037 square feet.

Subsequent to annexation the petitioner is also requesting to rezone the portion of 39 Locust Road that is currently in the Village of Wilmette from R1-C to R. Since the proposed annexed portion of 39 Locust would be zoned R upon annexation, rezoning the portion of 39 Locust Road that is currently in the Village of Wilmette to R will result in the entirety of that property being zoned R.

Subsequent to annexation the petitioner is requesting to rezone the portion of 56 Indian Hill Road that is to be annexed into the Village of Wilmette from R to R1-C. The portion of 56 Indian Hill Road that is currently in the Village of Wilmette is zoned R1-C, so the proposed rezoning will result in the entirety of that property being zoned R1-C.

The Plan Commission will be sitting as a Special Zoning Committee when reviewing the proposed rezonings and additional information regarding the rezonings is contained later in this report.

Section 8.3 of the Zoning Ordinance requires lots in the R District to have a minimum lot size of 15,000 square feet and a lot width of 100' and lots in the R1-C District to have a minimum lot size of 6,000 square feet and a lot width of 50’. 39 Locust Road exceeds the lot area and lot width requirements of the R District and 56 Indian Hill Road exceeds the lot area and lot width requirements of the R1-C District.

For comparison purposes the chart below compares the current Cook County zoning of the property to the Village of Wilmette’s R and R1-C District requirements.

| Wilmette - R District Lot Requirements |
|-----------------|----------------|
| Minimum Requirement | 39 Locust |
| Lot Width | 100’ | 198.77’ |
| Lot Area | 15,000 s.f. | 66,050 s.f. |

| Wilmette - R1-C District Lot Requirements |
|-----------------|----------------|
| Minimum Requirement | 56 Indian Hill |
| Lot Width | 50’ | 125’ |
| Lot Area | 6,000 s.f. | 16,470 s.f. |

| Cook County - R3 District Lot Requirements |
|-----------------|----------------|
| Minimum Requirement |
| Lot Width | 150’ |
| Lot Area | 40,000 s.f. |
Comprehensive Plan Goals – Annexation Assessment

Chapter 3 Land Use

The Comprehensive Plan lists as a policy the assessment of all requests for annexations using the criteria listed below.

Policy Two: Assess all requests for annexation based upon the following criteria:

1. Will the new municipal borders have logical boundaries based on natural features, public improvements and community orientation?

2. Can the annexed area become an integral part of the community and not an isolated enclave?

3. Can the annexed area be served by Village utilities and services without undue difficulty or economic penalty to the Village and property owners?

4. Are existing Village zoning and subdivision regulations compatible with the existing development pattern of the annexed area?

5. Will annexation and the subsequent application of Village land use regulations improve existing conditions in, or assure the sound development of, the annexed area?

Rezoning Request

Map amendment (rezoning) requests in Wilmette are heard by a Special Zoning Committee. The Village Board refers rezoning requests to a Special Zoning Committee, which can be the Plan Commission or other group so designated by the Village Board. On March 10, 2020 the Village Board referred the review of the rezoning of the north portion of 56 Indian Hill Road to the Plan Commission sitting as a Special Zoning Committee and on July 13, 2021 the Village Board referred the review of the rezoning of the south portion of 39 Locust Road to the Plan Commission sitting as a Special Zoning Committee.

The applicants are requesting that the portion of 39 Locust Road that is currently in the Village of Wilmette from R1-C to R. Since the proposed annexed portion of 39 Locust would be zoned R upon annexation, rezoning the portion of 39 Locust Road that is currently in the Village of Wilmette to R will result in the entirety of that property being zoned R.

The applicants are requesting that the annexed portion of 56 Indian Hill Road be rezoned from R to R1-C after annexation. This would make the entirety of 56 Indian Hill Road R1-C if approved. Because the existing house is entirely on the portion of the property in Wilmette and was developed under R1 zoning, the proposed rezoning will not have an impact on the conformity of the existing structure.
In reviewing a request for a text amendment, the Special Zoning Committee considered the following factors and standards contained in the 2000 Comprehensive Plan:

Petitions for zoning variations, special uses, and rezonings are regularly received, and small-scale land use decisions are made accordingly. Given that a series of land use decisions may have a cumulative impact on an area over time, those decisions should be made within a planning context and with consistency.

Policy One: When assessing the reasonableness of land use changes within the community, the following factors should be considered.

1. Compatibility with the existing development pattern and the zoning of nearby properties.
2. Changes in the circumstances upon which the original zoning designation was based.
3. Major changes in land uses or conditions since the zoning was established.
4. Conformance of the current zoning and the proposed zoning to the current Comprehensive Plan.
5. Satisfaction of a public need by the proposed use.
6. Suitability of the subject property for the zoned purpose and the proposed use and purpose.
7. Availability of sites for the proposed use in existing districts permitting such use.
8. Compliance of the present development of the area with existing ordinances.
9. Possible unreasonable hardship imposed by the existing zoning.
10. Likelihood of a reasonable economic benefit being realized from uses in accordance with the existing zoning.
11. Effect of proposed use and zoning on property values in the area.
12. Effect of the existing use and zoning on adjacent properties.
13. Contribution to the redevelopment of a deteriorated area.
14. Conflicts with existing or planned public improvements.
15. Impact on traffic patterns, congestion and infrastructure.
16. Impact on population density such that the demand on public facilities is adversely affected. (Including but not limited to schools, recreational areas and facilities, sewers and streets)
17. Environmental impact on the vicinity.
18. Effects on the health, safety and welfare of the neighborhood and Village.

Zoning Ordinance Approval Standards for Zoning Amendments

The reviewing committee or commission’s recommendation and Village Board decision on any zoning amendment, whether text or map amendment, must consider the following standards, as set forth in Table 5-1: Approval Standards for Zoning Amendments below. However this is a matter of legislative discretion that is not controlled by any particular standard.
VILLAGE OF WILMETTE, ILLINOIS

TABLE 5-1: APPROVAL STANDARDS FOR ZONING AMENDMENTS

<table>
<thead>
<tr>
<th>STANDARDS</th>
<th>MAP AMENDMENTS</th>
<th>TEXT AMENDMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. The existing development pattern, use and zoning of nearby property.</td>
<td>X</td>
<td></td>
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<tr>
<td>2. The extent to which property values of the subject property are</td>
<td>X</td>
<td></td>
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<tr>
<td>diminished by the existing zoning.</td>
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<td>3. The extent to which the proposed amendment promotes the public</td>
<td>X</td>
<td>X</td>
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<tr>
<td>health, safety and welfare of the Village.</td>
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<tr>
<td>4. The relative gain to the public, as compared to the hardship imposed</td>
<td>X</td>
<td>X</td>
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<tr>
<td>upon the applicant.</td>
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<td>5. The suitability of the property for the purposes for which it is</td>
<td>X</td>
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<tr>
<td>presently zoned, i.e., the feasibility of developing the property in</td>
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<td>question for one (1) or more of the uses permitted under the existing</td>
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<tr>
<td>zoning classification.</td>
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<td>6. The length of time that the property in question has been vacant, as</td>
<td>X</td>
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<td>presently zoned, considered in the context of development in the area</td>
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<td>where the property is located.</td>
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<td>7. The evidence of community need for the use proposed by the applicant.</td>
<td>X</td>
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<td>8. The consistency of the proposed amendment with the Comprehensive</td>
<td>X</td>
<td>X</td>
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<tr>
<td>Plan.</td>
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<td>9. The consistency of the proposed amendment with the intent and</td>
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<td>general regulations of this Ordinance.</td>
<td>X</td>
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<td>10. Whether the proposed amendment corrects an error or omission, adds</td>
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<tr>
<td>clarification to existing requirements, or reflects a change in policy.</td>
<td>X</td>
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<tr>
<td>11. That the proposed amendment will benefit the residents of the Village</td>
<td>X</td>
<td>X</td>
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<td>as a whole, and not just the applicant, property owner(s), neighbors of</td>
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<td>any property under consideration, or other special interest groups, and</td>
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<td>the extent to which the proposed use would be in the public interest and</td>
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<td>would not serve solely the interest of the applicant.</td>
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<tr>
<td>12. Whether the proposed amendment provides a more workable way to</td>
<td>X</td>
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<td>achieve the intent and purposes of this Ordinance, the Comprehensive</td>
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<tr>
<td>Plan, or planned public improvements.</td>
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<tr>
<td>13. The extent to which the proposed amendment creates non-conformities.</td>
<td>X</td>
<td>X</td>
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<tr>
<td>14. The trend of development, if any, in the general area of the property</td>
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<td>in question.</td>
<td>X</td>
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<tr>
<td>15. Whether adequate public facilities are available including, but not</td>
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<td>limited to, schools, parks, police and fire protection, roads, sanitary</td>
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<tr>
<td>sewers, storm sewers, and water lines, or are reasonably capable of</td>
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<td>being provided prior to the development of the uses, which would be</td>
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<td>permitted on the subject property if the amendment were adopted.</td>
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</tbody>
</table>

The yellow highlighting is showing the review standards applicable to a map amendment as the standards vary slightly for text and map amendments.

Proposed Use of Property

8
The applicant has indicated that they intend to sell 39 Locust Road to a buyer how would demolish the existing single-family home and construct one new house on the property. The applicant’s attorney and an attorney representing neighbors are negotiating the contents of a restrictive covenant that would limit 39 Locust Road to one house on one lot and would preclude subdivision. In addition, staff was told that the restrictive covenant would prohibit a driveway from being installed from the 39 Locust Road property onto Grant Street.

As explained above, the applicant as the owner of 56 Indian Hill Road will be requesting a variation for a revised driveway configuration onto Indian Hill Road. The applicant recently received a variation to construct a patio in the front yard of 56 Indian Hill Road adjoining Grant Street.

Previous Requests

The applicants were originally seeking to subdivide 39 Locust Road along the current municipal boundary and create two lots after annexation with the north lot being zoned R and the southern lot zoned R-1 (Case 2020-P-01/2020-SZC-02). At the November 17, 2020 Plan Commission meeting the Commission voted to table the 39 Locust annexation and rezoning requests to allow the applicant time to determine what they would like to do with the Locust property. The annexation of 56 Indian Hill was recommended for approval but never heard by the Village Board. The applicant has since withdrawn the original annexation and subdivision applications and submitted the current applications that are before the Plan Commission. A copy of Case 2020-P-01/2020-SZC-02 with Plan Commission minutes is attached as document number 2.14.

Zoning Ordinance Provisions Involved

Section 5.2 outlines the map amendment process.

Section 7.4 states that annexed land shall automatically upon annexation be classified as R Single-Family Detached Residence District and is subject to the requirements of the R District, unless otherwise provided for in the annexation agreement or until the territory is rezoned.

Section 8.3 references Table 8-3 which establishes a minimum lot area of 6,000 square feet, a minimum lot width of 50’, and the setback provisions for lots in the R1-C, Single Family Detached Residence District.

Section 8.3 references Table 8-3 which establishes a minimum lot area of 15,000 square feet, a minimum lot width of 100’, and the setback provisions for lots in the R, Single Family Detached Residence District.

Village Code Provisions Involved

Section 18-16 outlines the Plan Commission’s annexation process.

Action Required

Approval of this request entails a recommendation to grant approval for a plat of annexation for those portions of 39 Locust Road & 56 Indian Hill Road that currently are in unincorporated Cook County.
Subsequent to annexation approval of this request entails a recommendation to rezone the Wilmette portion of 39 Locust Road from R1-C to R

Subsequent to annexation approval of this request entails a recommendation to rezone the annexed portion of 56 Indian Hill Road from R to R1-C.

(After the vote on the request)
Move to authorize the Chairman to prepare the report and recommendation for the Plan Commission for case numbers 2021-P-02, 2021-SZC-02 and 2021-SZC-03.

CASE FILE DOCUMENTS

<table>
<thead>
<tr>
<th>Doc. No.</th>
<th>Documents</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Location Maps and Plans</td>
</tr>
<tr>
<td>1.0</td>
<td>Aerial Map</td>
</tr>
<tr>
<td>1.1</td>
<td>Area Map</td>
</tr>
<tr>
<td>1.2</td>
<td>Zoning Map</td>
</tr>
<tr>
<td>1.3</td>
<td>Plat of Survey - 39 Locust Road (pre-land transfer)</td>
</tr>
<tr>
<td>1.4</td>
<td>Plat of Survey - 56 Indian Hill Road (pre-land transfer)</td>
</tr>
<tr>
<td>1.5</td>
<td>Plats of Annexation</td>
</tr>
<tr>
<td>1.6</td>
<td>56 Indian Hill Road Driveway Reconfiguration Plan</td>
</tr>
<tr>
<td>2.0</td>
<td>Completed application forms dated July 30, 2021 &amp; August 13, 2021</td>
</tr>
<tr>
<td>2.1</td>
<td>Proof of ownership</td>
</tr>
<tr>
<td>2.2</td>
<td>Notice of Public Hearing as prepared for the petitioner, August 17, 2021</td>
</tr>
<tr>
<td>2.3</td>
<td>Notice of Public Hearing as published in The Wilmette Life, August 20, 2021</td>
</tr>
<tr>
<td>2.4</td>
<td>Letters of Application</td>
</tr>
<tr>
<td></td>
<td>39 Locust Annexation with Annexation Petition</td>
</tr>
<tr>
<td></td>
<td>56 Locust Annexation with Annexation Petition</td>
</tr>
<tr>
<td></td>
<td>39 Locust Rezoning</td>
</tr>
<tr>
<td></td>
<td>56 Indian Hill Rezoning</td>
</tr>
<tr>
<td>2.5</td>
<td>Certificate of publication</td>
</tr>
<tr>
<td>2.6</td>
<td>Certificate of posting, dated August 23, 2021</td>
</tr>
<tr>
<td>2.7</td>
<td>Affidavits of compliance with notice requirements, filed by applicant, August 24, 2021</td>
</tr>
<tr>
<td>2.8</td>
<td>Email from Paul Savard, 1232 Grant Street, dated August 30, 2021</td>
</tr>
<tr>
<td>2.9</td>
<td>Email from Paul Savard, 1232 Grant Street, dated December 3, 2020</td>
</tr>
<tr>
<td>2.10</td>
<td>Email exchange with Gerald Callaghan, O’Donnell Callaghan, LLC, dated August 31, 2021</td>
</tr>
<tr>
<td>2.11</td>
<td>Letter from Matthew Herman, 41 Locust Road, received September 2, 2021</td>
</tr>
</tbody>
</table>
3.0 TESTIMONY, COMMENTS AND ARGUMENTS ON BEHALF OF THE APPLICANT

3.1 Persons appearing for the applicant

3.11 Mr. Chris Canning, attorney representing Beach Club 100, LLC
3.12 Dr. James Fox and Ms. Ann Fox, 56 Indian Hill Road, Wilmette, IL

3.2 Summary of comments

3.3 Chair Bradford explained that the applicant was requesting that the annexation and rezoning requests for 39 Locust Road be continued until the October 5, 2021 Plan Commission meeting. Before the annexation of 39 Locust could be continued, he asked for a motion to split the 39 Locust and 56 Indian Hill annexation requests.

3.4 Commissioner Ghaemi moved to split case 2021-P-02 for Annexation of the north portions of 39 Locust Road and 56 Indian Hill Road that are currently in unincorporated Cook County. Commissioner George seconded the motion. The motion passed unanimously.

3.5 Commissioner George moved to continue the annexation and rezoning cases for 39 Locust Road to October 5, 2021. Commissioner Digrino seconded the motion. The motion passed unanimously.

3.6 Chair Bradford explained when they get to the rezoning request, the Plan Commission will be reviewing that sitting as a Special Zoning Committee. He asked Mr. Adler to introduce the 56 Indian Hill annexation request.

3.7 Mr. Adler said that the request to continue 39 Locust was made to allow the applicant and the neighbors additional time to work on a restrictive covenant that would limit the development of 39 Locust to one home. He said the request for the 56 Indian Hill annexation and rezoning is very similar to the last time the Plan Commission reviewed 56 Indian Hill. He explained that the one change is that the applicant has now identified the area of 39 Locust necessary to reconfigure the driveway on 56 Indian Hill in the way in which the applicant would like to do so. The applicant talked about reworking the driveway at their last meeting with the
Plan Commission. That land area now has been deeded over from 39 Locust to 56 Indian Hill and is represented in the annexation petition for 56 Indian Hill. The applicant did seek approval for the revised driveway from Cook County but because the square footage of the land in the county was substandard, receiving such approval proved difficult. Assuming the annexation is granted, the applicant will pursue a zoning variation for the driveway before the Zoning Board of Appeals and Village Board.

3.8 Chair Bradford said this was a case the Plan Commission heard back in November and recommended for approval, but for a variety of reason they are revisiting this. He asked if the applicant wanted to add anything.

3.9 Mr. Canning referred to the aerial of 39 Locust and 56 Indian Hill and pointed out the area outlined in green and explained that is the only area that changed from their last request. That is the area that was deeded over to 56 Indian Hill from 39 Locust to allow the driveway reconfiguration to be pursued. He explained that they began their discussion with the County regarding the driveway earlier in the summer and at that time requested and received a variation from the Village for a patio in the front yard of the 56 Indian Hill property. He talked about the uniqueness of the property as Grant Street is considered the front yard because a house cannot front on a non-public street and Indian Hill Road is a private street. Once they heard from the County that the driveway could not be done, they applied for the annexation again with the additional property. This will allow them to pursue the variation from the Village once the annexation is complete. He concluded by saying the only change from the November recommendation for approval was the 1,599 square feet of property deeded from 39 Locust to 56 Indian Hill for the driveway reconfiguration.

3.10 Commissioner DiGrino understood the change being proposed but she questioned if this property may have the same property index number and taxing issues that 500 Sheridan had with the county. Mr. Canning, who also represented the 500 Sheridan applicants, answered maybe but that would be an issue at the County level not the Village. He said they will need the County to create a new PIN since the deeded property needed a new legal description.

3.11 Commissioner DiGrino asked if all of the properties were owned by Beach Club 100, LLC? Dr. Fox said only 39 Locust is owned by Beach Club 100, LLC and he is the sole member of that LLC. 56 Indian Hill is owned by his wife Ann and himself.

3.12 There were no further questions by the Plan Commission regarding the annexation request.

3.13 Chair Bradford asked Mr. Adler to explain the rezoning request.

3.14 Mr. Adler explained that anytime property is annexed into the Village it is annexed in as R zoned property. In this case the request is to rezone the north portion of the property being annexed into the Village from R to R1-C which is the same zoning as the south portion of the property. As was discussed at the
November meeting the existing house was developed under the R1 zoning which typically has lesser front and rear yard setbacks than R zoned property.

3.15 Chair Bradford clarified that the entire 56 Indian Hill property would be one zoning classification, R1-C. Mr. Adler agreed.

3.16 Commissioner George asked what the County thought of the proposed annexation request. Mr. Adler said that the County has indicated a desire to see these properties that are both in Wilmette and the County, annexed into the Village. There was a similar request for 70-77 Indian Hill that the County was very supportive of.

3.17 Commissioner George asked about properties that were partially in Wilmette and Winnetka. Mr. Adler said while that doesn’t exist in Wilmette there are properties both in Wilmette and Kenilworth. With those properties after reviewing where the construction was being proposed it was determined the Village of Wilmette would issue the permits. Mr. Adler explained that all the Wilmette properties that are along Indian Hill Road have Winnetka mailing addresses, which is very confusing. Chair Bradford pointed out that the postal service controls that.

3.18 Chair Bradford asked for public comment.

4.0 INTERESTED PARTIES

4.1 Persons speaking on the application

None

4.21 Chair Bradford closed the public comment portion of the hearing as there were no public comments.

5.0 VIEWS EXPRESSED BY THE PLAN COMMISSION

5.1 Chairman Bradford asked if Commissioners had any additional questions. There were no further questions.

6.0 DECISION

6.1 Commissioner Ghaemi moved to approve the Annexation of 56 Indian Hill Road currently in unincorporated Cook County as shown.

6.11 Commissioner George seconded the motion.

6.12 The vote was as follows:

<table>
<thead>
<tr>
<th>Name</th>
<th>Vote</th>
</tr>
</thead>
<tbody>
<tr>
<td>William Bradford, Chairman</td>
<td>Yes</td>
</tr>
<tr>
<td>Mariah DiGrino</td>
<td>Yes</td>
</tr>
<tr>
<td>Alan George</td>
<td>Yes</td>
</tr>
<tr>
<td>Homa Ghaemi</td>
<td>Yes</td>
</tr>
</tbody>
</table>
6.2 Commissioner DiGrino moved to approve the rezoning from R to R1-C, the north portion of 56 Indian Hill Road that is currently in unincorporated Cook County for case number 2021-SZC-03.

6.21 Commissioner George seconded the motion.

6.22 The vote was as follows:

- William Bradford, Chairman: Yes
- Mariah DiGrino: Yes
- Alan George: Yes
- Homa Ghaemi: Yes
- Martin Wolf: Yes
- Michael Taylor: Absent

Motions were approved. The subject requests will be on the September 28, 2021, Village Board agenda.

6.3 Commissioner George moved to authorize the Chairman to prepare the report and recommendation for all motions of the Plan Commission for case numbers 2021-P-02 and 2021-SZC-03.

6.31 Commissioner DiGrino seconded the motion.

6.32 The vote was as follows:

- William Bradford, Chairman: Yes
- Mariah DiGrino: Yes
- Alan George: Yes
- Homa Ghaemi: Yes
- Martin Wolf: Yes
- Michael Taylor: Absent

7.0 **FINDINGS OF FACT UPON WHICH THE DECISION WAS BASED**

The Plan Commission finds that the proposed annexation is consistent with criteria contained in Comprehensive Plan Chapter 3 Land Use, Policy Two. The annexing of the northern portion of the parcel so all of 56 Indian Hill Road will be in the Village of Wilmette makes sense. The applicant has indicated that their intent is not to subdivide the property but to improve the ingress and egress of the current driveway and make the portion of Indian Hill Road adjacent to 56 Indian Hill safer.

The Special Zoning Committee find that the proposed rezoning from R to R1-C of the to be annexed portion of 56 Indian Hill meets the standards for a text amendment. The proposed rezoning makes sense because the existing house was developed under the
Village’s R-1 zoning and the R zoning district has different setback and height requirements than the R1-C zoning district.

8.0 RECOMMENDATION

The Plan Commission recommends the approval of the Annexation of 56 Indian Hill Road currently in unincorporated Cook County as shown.

After and conditioned upon annexation, the rezoning from R to R1-C, the north portion of 56 Indian Hill Road that is currently in unincorporated Cook County.
Jens K. Doe
Professional Land Surveyors, P.C.

**PARCEL 1:**
LOT 1 BEING BROWN'S CONSOLIDATION OF LOTS 14, 15 AND 16 IN BLOCK 3 IN FIRST ADDITION TO KENILWORTH AND A PART OF LOT 29 OF INDIAN HILL SUBDIVISION NO. 1, BEING IN SECTION 29, TOWNSHIP 42 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED JANUARY 16, 1955 AS DOCUMENT 1317036 IN COOK COUNTY, ILLINOIS.

**PARCEL 2:**
THAT PART OF LOT 30 IN INDIAN HILL SUBDIVISION NO. 1, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 30 BEING THE INTERSECTION OF THE WEST LINE OF LOT 30 WITH THE MOST SOUTHERLY LINE OF SAID LOT 30, THENCE NORTH ALONG THE WEST LINE THEREOF 27.11 FEET TO THE DIVIDING LINE BETWEEN LOTS 29 AND 30 IN SAID INDIAN HILL SUBDIVISION NO. 1; THENCE SOUTHEASTLY 15.73 FEET TO A POINT, SAID POINT BEING 15 FEET NORTH OF THE SOUTH LINE OF SAID LOT 30 AND ON THE WEST LINE EXTENDED NORTH OF THE 14 FOOT PUBLIC ALLEY LYING EAST OF AND ADJOINING LOTS 14, 15 AND 16 IN BLOCK 3 IN FIRST ADDITION TO KENILWORTH, OF SECTION 29, TOWNSHIP 42 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE EAST PARALLEL WITH THE SOUTH LINE OF SAID LOT 30 A DISTANCE OF 15 FEET TO THE CENTER LINE EXTENDED NORTH OF THE SAID 14 FOOT PUBLIC ALLEY, THENCE SOUTH ALONG SAID CENTER LINE A DISTANCE OF 11 FEET TO THE SOUTH LINE OF SAID LOT 30; THENCE WEST ALONG SAID SOUTH LINE 64.54 FEET TO THE POINT OF BEGINNING, SAID INDIAN HILL SUBDIVISION NO. 3, BEING IN THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 42 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PARCEL 3:**
The WEST 1/2 OF THE VACATED ALLEY LYING EAST OF AND ADJOINING PARCEL 1, AFORESAID.

**PARCEL 4:**
The NORTH 1/2 OF THE VACATED ALLEY LYING SOUTH OF AND ADJOINING PARCEL 2, AFORESAID.

Commonly known as: 58 INDIAN HILL RD., WINNETKA, ILLINOIS.

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**NOTE:**
The legal description noted on this plat is a copy of the land survey order placed by the client and for accuracy. MUST be compared with the Deed.
For building restrictions refer to your Attorney, Deed or Contract.

Compare distances between points before building and report any discrepancy to the office immediately.

Dimensions shown herein are not to be assumed or studied.
Dimensions shown herein are in feet and decimals parts thereof.

Field work completion date: June 6, 2017.

ORDERED BY:
OLSON, GRABILL & FLITCRAFT

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**STATE OF ILLINOIS:**
County of Cook

JENS K. DOE PROFESSIONAL LAND SURVEYORS, P.C., does hereby certify that a survey has been made under its direction, by an Illinois Professional Land Surveyor of the property described herein and that the plat hereto drawn is a correct representation of said survey.


This professional service conforms to the current Illinois minimum standards for boundary surveys.

JENS K. DOE PROFESSIONAL LAND SURVEYORS, P.C.

License Expiration: 11-30-18

1.4
ZONING DIAGRAM & CALCULATIONS

SIDE YARD ADJOINING ROAD WITH 25' SETBACK
(>30% ALLOWABLE IMPERVIOUS)

SIDE YARD TOTAL = 3,546 SF
30% ALLOWED IMPERVIOUS = 1,063 SF

ASPHALT DRIVEWAY = 435 SF
GRAVEL PARKING = 280 SF
BLUESTONE WALK = 28 SF
TOTAL IMPERVIOUS = 743 SF

*SF UNDER ALLOWED = 320 SF

*TOTAL ALLOWED IMPERVIOUS = 3,241 SF
*ACTUAL IMPERVIOUS ON SITE = 2,107 SF
*1,134 SF UNDER ALLOWED IMPERVIOUS

FRONT YARD WITH 25' SETBACK
(>30% ALLOWABLE IMPERVIOUS)

FRONT YARD TOTAL = 3,391 SF
30% ALLOWED IMPERVIOUS = 1,017 SF

ASPHALT DRIVEWAY = 660 SF
CONCRETE WALKWAY = 38 SF
GARAGE STRUCTURE = 450 SF
BLUESTONE PATIO = 216 SF
TOTAL IMPERVIOUS = 1,364 SF

*SF OVER ALLOWED = 347 SF

BACK YARD WITH 25' SETBACK
(>30% ALLOWABLE IMPERVIOUS)

SIDE YARD TOTAL = 1,850 SF
30% ALLOWED IMPERVIOUS = 555 SF
TOTAL IMPERVIOUS = 0 SF

*SF UNDER ALLOWED = 555 SF

Fox Residence | 56 Indian Hill Rd, Wilmette, IL 60091
08.16.2021
1. PETITIONER AND OWNER INFORMATION

Petitioner’s Name: Beach Club 100, LLC

Property Address: 39 Locust Road, Winnetka, IL 60091

Mailing Address (if different from above): 56 Indian Hill Road, Winnetka, IL 60093

Daytime Phone: 847 373-6379 Eve Phone: Same

Email: jlf750@aol.com

[Signature]

Petitioner’s Signature

July 30, 2021

Date

Are you the legal owner of the property? YES [x] NO o

If not, state the owner’s name, address and phone number and submit his/her signature here or in a letter of authorization.

Owner’s Name: __________________________________________

Owner’s Address: _________________________________________

Daytime Phone: ___________________ Eve Phone: _________________

Email: ________________________________________________

[Signature]

Owner’s Signature

Date

Letter of Authorization Attached

2. PROPERTY DESCRIPTION

General location of petitioned property (cross streets and nearby landmarks): 39 Locust Road is a single-family home on a 120 wide lot located on the east side of Locust Road, near the intersection of Illinois Road and Locust Road. Immediately to the north, south and west of the Subject Property are single family homes. To the east of the Subject Property are single family homes and the Indian Hill Club.
Legal Description of the property (as shown on the Plat of Survey): Previously provided as part of the Annexation Petition.

Present Use: The Subject Property contains a single-family home.

3. **DESCRIPTION OF REQUEST**

Application for: **Annex** ☑ Subdivision O Consolidation O Vacation O

Briefly describe the request: Petitioner requests that the Plan Commission grant its Petition to annex the northern portion of the Subject Property that is located in unincorporated Cook County into the Village of Wilmette.

☐ Please attach a separate letter addressed to the Plan Commission stating how this request conforms to the standards of review as set forth in the Village of Wilmette Zoning Ordinance and Village of Wilmette Subdivision Code.

4. **CHECKLIST OF COMPLETE SUBMITTALS**

Please check off those attachments being submitted with this application. *Please note: applications are scheduled in order of filing date, with complete applications being scheduled first.*

**Required Submittals**

☐ Filing Fee
☐ Evidence of Ownership
☐ Preliminary Plat
☐ Plat of Survey of Existing Property/Properties
☐ Letter to the Plan Commission

All correspondence should be addressed to the Community Development Department, Village of Wilmette, 1200 Wilmette Avenue, Wilmette, IL 60091.
1. **PETITIONER AND OWNER INFORMATION**

Petitioner’s Name: James L. Fox, Jr, Trustee and Ann Creevy Fox, Trustee

Property Address: 56 Indian Hill Road, Winnetka, IL 60093

Mailing Address (if different from above):

Daytime Phone: 947-373-6379   Eve Phone:

Email: jlf750@aol.com

Petitioner’s Signature __________________________ Date: 8/13/21

Are you the legal owner of the property? YES o NO o

If not, state the owner’s name, address and phone number and submit his/her signature here or in a letter of authorization.

Owner’s Name: ________________________________

Owner’s Address: ______________________________

Daytime Phone: ____________________   Eve Phone: ____________________

Email: ________________________________

Owner’s Signature __________________________ Date

☐ Letter of Authorization Attached

2. **PROPERTY DESCRIPTION**

General location of petitioned property (cross streets and nearby landmarks): East of Grant Street, north of Kenilworth Avenue on the south side of Indian Hill Road.

Legal Description of the property (as shown on the Plat of Survey): See attached.
Present Use: Single-family home.

3. **DESCRIPTION OF REQUEST**

Application for: Annexation O

Briefly describe the request: To annex the north portion of the lot at 56 Indian Hill Road, currently in unincorporated Cook County, into the Village of Wilmette.

O Please attach a separate letter addressed to the Plan Commission stating how this request conforms to the standards of review as set forth in the Village of Wilmette Zoning Ordinance and Village of Wilmette Subdivision Code.

4. **CHECKLIST OF COMPLETE SUBMITTALS**

Please check off those attachments being submitted with this application. *Please note: applications are scheduled in order of filing date, with complete applications being scheduled first.*

**Required Submittals**
- □ Filing Fee
- □ Evidence of Ownership
- □ Preliminary Plat
- □ Plat of Survey of Existing Property/Properties
- □ Letter to the Plan Commission

All correspondence should be addressed to the Community Development Department, Village of Wilmette, 1200 Wilmette Avenue, Wilmette, IL 60091.
SPECIAL ZONING COMMITTEE
VILLAGE OF WILMETTE
Application For A Public Hearing

1. PETITIONER AND OWNER INFORMATION

Petitioner's Name: Beach Club 100, LLC  Home Phone: 847-373-6379
Property Address: 39 Locust Road, Winnetka, IL 60093

Mailing Address (if different from above): 56 Indian Hill Road, Winnetka, IL 60093

Petitioner's Signature: ___________________________  July 30, 2021  Date

Are you the legal owner of the property?  YES  O  NO  O

If not, state the owner’s name, address and phone number and submit his/her signature here or in a letter of authorization.

Owner’s Name: ___________________________  Business Phone: _______________
Home Phone: ___________________________

Owner’s Address: ___________________________

Owner’s Signature: ___________________________  Date

O Letter of Authorization Attached

2. PROPERTY DESCRIPTION

General location of petitioned property (cross streets and nearby landmarks): 39 Locust Road is a single-family home on a 120’ wide lot located on the east side of Locust Road, near the intersection of Illinois Road and Locust Road. Immediately to the north, south and west of the Subject property are single family homes. To the east of the Subject Property are single family homes and the Indian Hill Club.

Legal Description of the property (as shown on the Plat of Survey): See attached.

Present Use: The Subject Property contains a single-family home.

3. DESCRIPTION OF REQUEST

Application for:  Rezoning O  Text Amendment O

Briefly describe the request: Petitioner has requested that the Plan Commission grant its Petition to annex the northern portion of the Subject Property that is located in unincorporated
Cook County into the Village of Wilmette. Assuming the Annexation Petition is granted, the northern portion of the Subject Property will become part of the R Zoning District, as are all annexed properties. For 39 Locust, Petition is seeking rezoning of the southern portion of the Subject Property currently in the Village's R-1-C Zone to the R Zoning District. By doing so, the entire Subject Property will be in a single zoning district, the R District.

Please attach a separate letter addressed to the Special Zoning Committee stating how this request conforms to the standards for a rezoning/amendment as set forth in the Village of Wilmette Comprehensive Plan.

4. **STAFF INFORMATION** (Please do not write below this point)

CASE #: ____________________________________________

AMOUNT OF FEE: __________________________________

DATE OF APPLICATION: ____________________________

DATE OF HEARING: ________________________________

LEGAL NOTICE: __________________________________

POSTING: ________________________________________

RECOMMENDATION OF ZBA: _________________________

DATE TO VILLAGE BOARD: _________________________

ACTION BY VILLAGE BOARD: _______________________

VILLAGE BOARD MINUTES DATED: ________________

ORDINANCE NO.: _________________________________

All correspondence should be addressed to the Director of Community Development, Village of Wilmette, 1200 Wilmette Avenue, Wilmette, IL 60091.
SPECIAL ZONING COMMITTEE
VILLAGE OF WILMETTE
Application For A Public Hearing

1. PETITIONER AND OWNER INFORMATION
   James L. Fox, Jr., Trustee and AnnCrevey Fox, Trustee
   Petitioner’s Name: Business Phone: 847-373-8379
   Property Address: 156 Indian Hill Rd., Winnetka, IL 60093
   Mailing Address (if different from above): 56 Indian Hill Rd., Winnetka, IL 60093

   Petitioner’s Signature ____________________________ Date 8/13/21

   Are you the legal owner of the property? YES ☐ NO ☐
   If not, state the owner’s name, address and phone number and submit his/her signature here or in a letter of authorization.
   Owner’s Name: ____________________________ Business Phone: ____________________________
   Owner’s Address: ____________________________ Home Phone: ____________________________

   Owner’s Signature ____________________________ Date ____________________________

   ☐ Letter of Authorization Attached

2. PROPERTY DESCRIPTION
   General location of petitioned property (cross streets and nearby landmarks):

   East of Locust Road, South and West of Indian Hill Road, at the north end of Grant Street.

   Legal Description of the property (as shown on the Plat of Survey):

   See legal description attached
Present Use: Residential

3. DESCRIPTION OF REQUEST
Application for: Rezoning ☐ Text Amendment ☐

Briefly describe the request: To re-zone the northern portion of 56 Indian Hill Road from the R to the R-1C zoning district.

☐ Please attach a separate letter addressed to the Special Zoning Committee stating how this request conforms to the standards for a rezoning/amendment as set forth in the Village of Wilmette Comprehensive Plan.

4. STAFF INFORMATION (Please do not write below this point)
CASE #:__________________________________________
AMOUNT OF FEE: ________________________________
DATE OF APPLICATION: __________________________
DATE OF HEARING: ______________________________
LEGAL NOTICE: _________________________________
POSTING: ______________________________________
RECOMMENDATION OF ZBA: ________________________
DATE TO VILLAGE BOARD: ________________________
ACTION BY VILLAGE BOARD: ______________________
VILLAGE BOARD MINUTES DATED: ________________
ORDINANCE NO.: ________________________________

All correspondence should be addressed to the Director of Community Development, Village of Wilmette, 1200 Wilmette Avenue, Wilmette, IL 60091.
NOTICE OF PUBLIC HEARING

Please note that on Thursday, September 9, 2021 at 5:00 p.m., the undersigned shall appear before Plan Commission/Special Zoning Committee of the Village of Wilmette, in the Training Room of the Village Hall, 1200 Wilmette Avenue, Wilmette, Illinois to request the annexation and rezoning by the Village of Wilmette of the territory described in this notice.

The petitioner is seeking to annex into the Village of Wilmette those portions of 39 Locust Road and 56 Indian Hill Road that currently are in unincorporated Cook County. The Subject Properties are in both unincorporated Cook County and the Village of Wilmette. After annexation the entirety of the Subject Properties will be in the Village of Wilmette.

Subsequent to annexation the petitioner is also requesting to rezone the portion of 39 Locust Road that is currently in the Village of Wilmette from R1-C to R. Since the proposed annexed portion of 39 Locust would be zoned R upon annexation, rezoning the portion of 39 Locust Road that is currently in the Village of Wilmette to R will result in the entirety of that property being zoned R.

Subsequent to annexation the petitioner is requesting to rezone the portion of 56 Indian Hill Road that is to be annexed into the Village of Wilmette from R to R1-C. The portion of 56 Indian Hill Road that is currently in the Village of Wilmette is zoned R1-C, so the proposed rezoning will result in the entirety of that property being zoned R1-C.

39 Locust – Property Index Numbers 05-29-205-013-0000, 05-29-205-006-0000, 05-29-204-028-0000 & 05-29-204-019-000. 56 Indian Hill Road – Property Index Numbers 05-29-204-022-0000 & 05-29-206-018-000.

The Plan Commission will be sitting as a Special Zoning Committee when reviewing the proposed rezonings. You may appear at the hearing if you so desire. The application is on file in the department of Community Development where it may be viewed Monday through Friday between the hours of 8:00 a.m. and 4:30 p.m. If you are a person with a disability and need special accommodations to participate in and/or attend a Village of Wilmette public meeting, please notify the Village Manager’s Office at (847) 251-2700 (TDD # 853-7634) as soon as possible.

Dated: August 17, 2021

Name: Beach Club 100, LLC

Property: 39 Locust Road
56 Indian Hill Road
Case Nos. 2021-P-02
2021-SZC-02
2021-SZC-03
NOTICE OF PUBLIC HEARING

Notice is hereby given that on Thursday, September 9, 2021 at 5:00 P.M., the Plan Commission of the Village of Wilmette and the Plan Commission sitting as a Special Zoning Committee will conduct public hearings in the Second Floor Training Room of Wilmette Village Hall, 1200 Wilmette Avenue, Wilmette, Illinois at which time the following matters will be considered:

2021-P-02  39 Locust Road & 56 Indian Hill Road – Annexation

A request by Beach Club 100, LLC for the Annexation of the north portions of 39 Locust Road and 56 Indian Hill Road that are currently in unincorporated Cook County, the properties legally described as:

39 LOCUST ROAD

PARCEL 1: LOT “A” IN HILL BLACKETT’S CONSOLIDATION PER DOCUMENT NO. 15218430, RECORDED NOVEMBER 16, 1951 WITH THE COOK COUNTY RECORDER OF DEEDS, EXCEPTING ALL THAT PART OF SAID LOT “A”, SOUTH OF THE FORMER SOUTH LINE OF LOT 29 IN INDIAN HILL SUBDIVISION NO. 3 BEING ALSO THE FORMER NORTH LINE OF BLOCK 4 IN FIRST ADDITION TO KENILWORTH, SAID LINE BEING ALSO DESCRIBED AS A LINE 95 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID LOT “A” AT THE NORTHWEST CORNER OF SAID LOT “A”, ALL IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS ALSO THAT PART OF LOT 29 IN INDIAN HILL SUBDIVISION 3, IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE WEST LINE OF SAID LOT 29 BEING THE EAST LINE OF LOCUST ROAD 95 FEET NORTH OF THE SOUTHWEST CORNER OF SAID LOT 29 AND RUNNING THENCE SOUTH 89 DEGREES 25 MINUTES EAST PARALLEL TO THE SOUTH LINE OF SAID LOT 29 158.46 FEET, THENCE NORTH 72 DEGREES 44 MINUTES EAST 65.25 FEET TO A POINT 115 FEET NORTH OF THE SOUTH LINE OF SAID LOT 29; THENCE NORTH 89 DEGREES 25 MINUTES WEST PARALLEL TO SAID SOUTH LINE, 220.78 FEET TO THE EAST LINE OF LOCUST ROAD AND THENCE SOUTH 20 FEET TO THE POINT OF BEGINNING, SAID POINT OF BEGINNING ALSO THE NORTHWEST CORNER OF LOT “A” IN HILL BLACKETT’S CONSOLIDATION AFORESAID, IN COOK COUNTY, ILLINOIS.

EXCEPTING THAT PART DESCRIBED AS FOLLOWS:

THE SOUTHEASTERLY 26 FEET OF LOT “A” IN HILL BLACKETT’S CONSOLIDATION RECORDED AS DOCUMENT 15218430 ALL IN COOK COUNTY, ILLINOIS EXCEPT THAT PART OF VACATED EAST AND WEST ALLEY IN PARCELS 2A AND B DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 14 IN BLOCK 4 IN FIRST ADDITION TO KENILWORTH RUNNING THENCE EAST ALONG THE SOUTH LINE OF LOT NO. 14 PROJECTED EAST TO A POINT ON THE SOUTH LINE OF LOT 3 WHICH IS THE POINT OF INTERSECTION OF THE WEST LINE OF LOT 6 PROJECTED NORTH OF THE SOUTH LINE OF LOT 3; THENCE SOUTH TO THE NORTHWEST CORNER OF LOT 6; THENCE WEST ON A PARALLEL LINE WITH THE SOUTH LINE OF LOT 3 TO THE EAST LINE OF LOCUST ROAD; THENCE NORTH TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

56 INDIAN HILL ROAD

PARCEL 1: LOT A, BEING BROWN’S CONSOLIDATION OF LOTS 15, 16 AND 17 IN BLOCK 3 IN FIRST ADDITION TO KENILWORTH AND A PART OF LOT 29 OF INDIAN HILL SUBDIVISION NO. 3, ALL IN SECTION 29, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED JANUARY 16, 1953 AS DOCUMENT 15227026.

EXCEPTING THEREFROM ALL THAT PART THEREOF LYING SOUTH OF THE ORIGINAL SOUTH LINE OF LOT 29 IN INDIAN HILL SUBDIVISION NUMBER 3, RECORDED NOVEMBER 17, 1916 AS DOCUMENT NO. 5772392, IN COOK COUNTY, ILLINOIS.

PARCEL 2: THAT PART OF LOT 30, IN INDIAN HILL SUBDIVISION NO. 3, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 30, BEING THE INTERSECTION OF THE WEST LINE OF LOT 30 WITH THE MOST SOUTHERLY LINE OF SAID LOT 30; THENCE NORTH ALONG THE WEST LINE THEREOF 27.13 FEET TO THE DIVIDING LINE BETWEEN LOTS 29 AND 30 IN SAID INDIAN HILL SUBDIVISION NO. 3; THENCE SOUTHEASTERLY 55.73 FEET TO A POINT, SAID POINT BEING 15 FEET NORTH OF THE SOUTH LINE OF SAID LOT 30; AND ON THE WEST LINE EXTENDED NORTH OF THE 16-FOOT PUBLIC ALLEY LYING EAST OF AND ADJOINING LOTS 14, 15 AND 16 IN BLOCK 3 IN FIRST ADDITION TO KENILWORTH, OF SECTION 29, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THENCE EAST PARALLEL WITH THE SOUTH LINE OF SAID LOT 30 A DISTANCE OF 8 FEET TO THE CENTER LINE EXTENDED NORTH OF THE SAID 16-FOOT PUBLIC ALLEY, THENCE SOUTH ALONG SAID CENTER LINE A DISTANCE OF 15 FEET TO THE SOUTH LINE OF SAID LOT 30; THENCE WEST ALONG SAID SOUTH LINE 64.94 FEET TO THE POINT OF BEGINNING, SAID INDIAN HILL SUBDIVISION NO. 3, BEGINNING AT THE SOUTHEASTERLY 1/4 OF SECTION 29, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3: THE SOUTHEASTERLY 26 FEET OF LOT “A” IN HILL AND BLACKETT’S CONSOLIDATION, RECORDED NOVEMBER 16, 1951, AS DOCUMENT 15218430, ALL IN COOK COUNTY, ILLINOIS.

2021-SZC-02  39 Locust Road – Rezoning

Subsequent to annexation of the north portion of 39 Locust Road the petitioner is requesting the rezoning from R1-C to R, the south portion of 39 Locust Road that is in the Village of Wilmette, the properties legally described as:

ALL THAT PART OF LOT “A” IN HILL AND BLACKETT’S CONSOLIDATION, RECORDED NOVEMBER 16, 1951, AS DOCUMENT 15218430, LYING SOUTH OF THE SOUTH LINE OF ORIGINAL LOT 29 IN INDIAN HILL SUBDIVISION NUMBER 3, RECORDED DECEMBER 17, 1915, AS DOCUMENT NO. 5772392, EXCEPTING THEREFROM THAT PART OF THE VACATED EAST AND WEST ALLEY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 14 OF BLOCK 4 IN FIRST ADDITION TO KENILWORTH, A SUBDIVISION RECORDED ON SEPTEMBER 13, 1891, AS DOCUMENT NO. 1338623, AND RUNNING THENCE EAST ALONG THE SOUTH LINE OF LOT 14 PROJECTED EAST TO A POINT ON THE SOUTH LINE OF LOT 3 IN SAID FIRST ADDITION TO KENILWORTH, WHICH IS THE POINT OF INTERSECTION OF THE WEST LINE OF LOT 2.3
6 OF BLOCK 4 IN FIRST ADDITION TO KENILWORTH PROJECTED NORTH OF THE SOUTH LINE OF LOT 3; THENCE SOUTH TO THE NORTHWEST CORNER OF LOT 6; THENCE WEST ON A LINE PARALLEL WITH THE SOUTH LINE OF LOT 3 TO THE EAST LINE OF LOCUST ROAD; THENCE NORTH TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

2021-SZC-03 - 56 Indian Hill Road - Zoning

Subsequent to annexation the petitioner is requesting the rezoning from R to R1-C, the north portion of 56 Indian Hill Road that is currently in unincorporated Cook County, the properties legally described as:

PARCEL 1: LOT A, BEING BROWN'S CONSOLIDATION OF LOTS 14, 15 AND 16 IN BLOCK 3 IN FIRST ADDITION TO KENILWORTH AND A PART OF LOT 29 OF INDIAN HILL SUBDIVISION NO. 3, ALL BEING IN SECTION 29, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED JANUARY 16, 1953 AS DOCUMENT 15527026.

EXCEPTING THEREFROM ALL THAT PART THEREOF LYING SOUTH OF THE ORIGINAL SOUTH LINE OF LOT 29 IN INDIAN HILL SUBDIVISION NUMBER 3, RECORDED NOVEMBER 17, 1915 AS DOCUMENT NO. 5772392, IN COOK COUNTY, ILLINOIS.

PARCEL 2: THAT PART OF LOT 30, IN INDIAN HILL SUBDIVISION NO. 3, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 30, BEING THE INTERSECTION OF THE WEST LINE OF LOT 30 WITH THE MOST SOUTHERLY LINE OF SAID LOT 30; THENCE NORTH ALONG THE WEST LINE THEREOF 27.13 FEET TO THE DIVIDING LINE BETWEEN LOTS 29 AND 30 IN SAID INDIAN HILL SUBDIVISION NO. 3; THENCE SOUTHEASTERLY 59.73 FEET TO A POINT; SAID POINT BEING 15 FEET NORTH OF THE SOUTH LINE OF SAID LOT 30, AND ON THE WEST LINE EXTENDED NORTH OF THE 16-FOOT PUBLIC ALLEY LAYING EAST OF AND ADJOINING LOTS 14, 15 AND 16 IN BLOCK 3 IN FIRST ADDITION TO KENILWORTH, OF SECTION 29, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE EAST PARALLEL WITH THE SOUTH LINE OF SAID LOT 30 A DISTANCE OF 8 FEET TO THE CENTER LINE EXTENDED NORTH OF THE SAID 16-FOOT PUBLIC ALLEY; THENCE SOUTH ALONG SAID CENTER LINE A DISTANCE OF 15 FEET TO THE SOUTH LINE OF SAID LOT 30; THENCE WEST ALONG SAID SOUTH LINE 64.94 FEET TO THE POINT OF BEGINNING, SAID INDIAN HILL SUBDIVISION NO. 3, BEING IN THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3: THE SOUTHWESTERLY 26 FEET OF LOT "A" IN HILL AND BLACKETT'S CONSOLIDATION, RECORDED NOVEMBER 16, 1951, AS DOCUMENT 15218430, ALL IN COOK COUNTY, ILLINOIS.

William Bradford, Chairman
Mariah DiGrino, Alternate
Alan George, Alternate
Horna Ghaemi, Alternate
Michael Taylor, Alternate
Martin Wolf, Alternate

(Constituting the Plan Commission & Special Zoning Committee of the Village of Wilmette, Illinois)

If you are a person with a disability and need special accommodations to participate in and/or attend a Village of Wilmette public meeting, please notify the Management Services Department at (847) 251-2700 (TDD: 847) 853-7634 as soon as possible.

Published this 19th day of August 2021 in the Wilmette Life.
8/19/2021 7020476
July 30, 2021

VIA EMAIL
Plan Commission
Village of Wilmette
c/o John Adler
Director of Community Development
Village of Wilmette
1200 Wilmette Avenue
Wilmette, IL 60091

Re: Annexation Matter with Village of Wilmette 39 Locust Road,

Dear Mr. Adler,

I am writing on behalf of Beach Club 100 regarding their Annexation Petition filed July 30, 2021. I am writing to supplement the Annexation Petition and supporting documents filed pursuant to 65 ILCS 5/7-1/8.

In addition to complying with State law, all Annexation Petitions in Wilmette must also be reviewed pursuant to the Village of Wilmette's 2000 Comprehensive Plan. As set forth below, the Annexation Petition brought by Beach Club 100 meets the goals and policies of the Comprehensive Plan.

The Comprehensive Plan provides that "Policy Two: Assess all requests for annexation based upon the following criteria:

1. Will the new municipal borders have logical boundaries based on natural features, public improvements, and community orientation?

Response: The new municipal border will be contiguous to the current north border of Wilmette and will be separated from unincorporated Cook County and the Village of Winnetka along Indian Hill Road.
2. **Can the annexed area become an integral part of the community and not an isolated enclave?**

Response: Yes. As for the Annexation of 39 Locust Road, the southern portion of the property is in Wilmette and is adjacent to Grant Street, so the parcel is already part of the community.

3. **Can the annexed area be served by Village Utilities and services without undue difficulty or economic penalty to the Village and property owners?**

Response: The annexed area is already being served by Village utilities.

4. **Are existing Village zoning and subdivision regulations compatible with the existing development pattern of the annexed area?**

Response: Yes. All parcels annexed into the Village become part of the R Zoning District. With respect to the 39 Locust Road parcel, it will remain in the R Zoning District, and it meets the requirements of that District.

5. **Will annexation and the subsequent application of Village land use regulations improve existing conditions in or assure the sound development of the annexed area?**

Response: Yes. For 39 Locust Road, annexation will permit the Village of Wilmette regulations to assure sound development of the annexed area, if any, rather than Cook County Zoning regulations.

Since the Annexation Petition meets the requirements of State law and the Comprehensive Plan, Petitioners ask that the Plan Commission recommend approval of their application. We look forward to the opportunity to appear at the Public Hearing on the application and answer any questions the Plan Commission may have.

Thank you for your consideration of this request.

Very truly yours,


Christopher S. Canning
STATE OF ILLINOIS )
 ) SS.
COUNTY OF COOK )

PETITION REQUESTING ANNEXATION
TO THE VILLAGE OF WILMETTE

TO: THE VILLAGE CLERK, VILLAGE OF WILMETTE, ILLINOIS

We, the undersigned Petitioners, owners of record of all the land herein requesting to be annexed, respectfully represent, under oath, that all conditions required for annexation to the Village of Wilmette pursuant to and in accordance with Illinois Municipal Code Chapter 65 Illinois Compiled Statutes Section 5/7-1-8 do hereby state under oath to wit:

1. That the territory requested to be annexed is described as follows:

   (See legal description attached hereto on Exhibit A and made a part hereof)

2. That the described territory is not within the corporate limits of any municipality but is contiguous to the Village of Wilmette, a municipality organized and existing under the laws of the State of Illinois.

3. That a Plat of Annexation showing the described territory is attached hereto and made a part of this Petition or will be provided prior to adoption of the Ordinance annexing said territory.

4. That this Petition is signed by all of the owners of record of all land in the described territory and at least 51% of the electors residing in the described territory.

5. That this Petition is irrevocable once signed and submitted to the Village of Wilmette by the owner(s) of record.
WHEREFORE, your petitioners respectfully request the Corporate Authorities of the Village of Wilmette to annex the above described territory to the Village of Wilmette.

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<tr>
<th>NAME</th>
<th>ADDRESS</th>
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<tr>
<td>Beach Club 100, LLC</td>
<td>39 Locust Rd.</td>
<td>X</td>
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<td>Winnetka, IL 60093</td>
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<td>By:</td>
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<td>James L. Fox, Jr., Manager</td>
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<td>James L. Fox, Jr., Trustee</td>
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STATE OF ILLINOIS )
COUNTY OF COOK )

I, the undersigned, a Notary Public DO HEREBY CERTIFY that JAMES L. FOX, JR., Manager of Beach Club 100, LLC, personally known to me to be the person whose name is subscribed to the foregoing Petition for Annexation, appeared before me this day in person and acknowledged that he, being thereunto duly authorized, signed and delivered said Petition for Annexation as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 12th day of August, 2021

Notary Public
STATE OF ILLINOIS

COUNTY OF COOK

I, the undersigned, a Notary Public DO HEREBY CERTIFY that ANN CREEVY FOX, Trustee, personally known to me to be the person whose name is subscribed to the foregoing Petition for Annexation, appeared before me this day in person and acknowledged that she, being thereunto duly authorized, signed and delivered said Petition for Annexation as her own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 12th day of August, 2021

Notary Public

STATE OF ILLINOIS

COUNTY OF COOK

I, the undersigned, a Notary Public DO HEREBY CERTIFY that JAMES L. FOX, JR., Trustee, personally known to me to be the person whose name is subscribed to the foregoing Petition for Annexation, appeared before me this day in person and acknowledged that he, being thereunto duly authorized, signed and delivered said Petition for Annexation as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 12th day of August, 2021

Notary Public
PLAT OF ANNEXATION/ 39 LOCUST ROAD

PARCEL 1: LOT "A" IN HILL BLACKETT'S CONSOLIDATION PER DOCUMENT NO. 15218430, RECORDED NOVEMBER 16, 1951 WITH THE COOK COUNTY RECORDER OF DEEDS, EXCEPTING ALL THAT PART OF SAID LOT "A" SOUTH OF THE FORMER SOUTH LINE OF LOT 29 IN INDIAN HILL SUBDIVISION NO. 3 BEING ALSO THE FORMER NORTH LINE OF BLOCK 4 IN FIRST ADDITION TO KENILWORTH, SAID LINE BEING ALSO DESCRIBED AS A LINE 95 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID LOT "A" AT THE NORTHWEST CORNER OF SAID LOT "A", ALL IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. ALSO, THAT PART OF LOT 29 IN INDIAN HILL SUBDIVISION 3, IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE WEST LINE OF SAID LOT 29 (BEING THE EAST LINE OF LOCUST ROAD) 95 FEET NORTH OF THE SOUTHWEST CORNER OF SAID LOT 29 AND RUNNING THENCE SOUTH 89 DEGREES 25 MINUTES EAST PARALLEL TO THE SOUTH LINE OF SAID LOT 29, 158.46 FEET; THENCE NORTH 72 DEGREES 44 MINUTES EAST, 65.25 FEET TO A POINT 115 FEET NORTH OF THE SOUTH LINE OF SAID LOT 29; THENCE NORTH 89 DEGREES 25 MINUTES WEST PARALLEL TO SAID SOUTH LINE, 220.78 FEET TO THE EAST LINE OF LOCUST ROAD AND THENCE SOUTH 20 FEET TO THE POINT OF BEGINNING, SAID POINT OF BEGINNING BEING ALSO THE NORTHWEST CORNER OF LOT "A" IN HILL BLACKETT'S CONSOLIDATION AFORESAID, IN COOK COUNTY, ILLINOIS.

EXCEPTING THAT PART DESCRIBED AS FOLLOWS:

THE SOUTHEASTERLY 26 FEET OF LOT “A” IN HILL BLACKETT'S CONSOLIDATION RECORDED AS DOCUMENT 15218430 ALL IN COOK COUNTY, ILLINOIS EXCEPT THAT PART OF VACATED EAST AND WEST ALLEY IN PARCELS 2A AND B DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 14 IN BLOCK 4 IN FIRST ADDITION TO KENILWORTH RUNNING THENCE EAST ALONG THE SOUTH LINE OF LOT NO 14 PROJECTED EAST TO A POINT ON THE SOUTH LINE OF LOT 3 WHICH IS THE POINT OF INTERSECTION OF THE WEST LINE OF LOT 6 PROJECTED NORTH OF THE SOUTH LINE OF LOT 3; THENCE SOUTH TO THE NORTHWEST CORNER OF LOT 6; THENCE WEST ON A PARALLEL LINE WITH THE SOUTH LINE OF LOT 3 TO THE EAST LINE OF LOCUST ROAD; THENCE NORTH TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.
PLAT OF ANNEXATION

[Image of plat with various details and signatures]
August 13, 2021

Re: Annexation Matter with Village of Wilmette 56 Indian Hill Road.

Dear Mr. Adler,

I am writing on behalf of Beach Club 100 regarding their Annexation Petition filed August 13, 2021. I am writing to supplement the Annexation Petition and supporting documents filed pursuant to 65 ILCS 5/7-1/8. Please note that the Plan Commission recommended granting a prior Annexation Petition for 56 Indian Hill Road on November 17, 2020. The Applicant withdraw that Petition prior to it being voted on by the Village Board.

In addition to complying with State law, all Annexation Petitions in Wilmette must also be reviewed pursuant to the 2000 Comprehensive Plan. As set forth below, the Annexation Petition brought by Beach Club 100 meets the goals and policies of the Comprehensive Plan.

The Comprehensive Plan provides that “Policy Two: Assess all requests for annexation based upon the following criteria:

1. Will the new municipal borders have logical boundaries based on natural features, public improvements, and community orientation?
Response: The new municipal border will be contiguous to the current north border of Wilmette and will be separated from unincorporated Cook County and the Village of Winnetka along Indian Hill Road.

2. Can the annexed area become an integral part of the community and not an isolated enclave?

Response: Yes. With respect to the Annexation of that portion of 56 Indian Hill Road, the southern portion of the property is in Wilmette and is adjacent to Grant Street and the homes on Kenilworth Avenue.

3. Can the annexed area be served by Village Utilities and services without undue difficulty or economic penalty to the Village and property owners?

Response: The annexed area is already being served by Village utilities.

4. Are existing Village zoning and subdivision regulations compatible with the existing development pattern of the annexed area.

Response: Yes. All parcels annexed into the Village become part of the R Zoning District. For 56 Indian Hill Road, the Applicants are seeking rezoning of the annexed area to the R-1 C Zone since the southern portion of the lot is currently in the Village’s R-1-C Zone.

5. Will annexation and the subsequent application of Village land use regulations improve existing conditions in or assure the sound development of the annexed area?

Response: Yes. With respect to 56 Indian Hill Road, the annexed area will be used by rezoned so that the entire parcel will be in a single zoning district thus allowing for consistent application of the Village land use regulations.

Since the Annexation Petition meets the requirements of State law and the Comprehensive Plan, they ask that the Plan Commission recommend approval of their application. We look forward to the opportunity to appear at the Public Hearing on the application and answer any questions the Plan Commission may have.

Thank you for your consideration of this request.

Very truly yours,

Christopher S. Canning

90300000057506948.1
STATE OF ILLINOIS )
COUNTY OF COOK )

SS.

PETITION REQUESTING ANNEXATION
TO THE VILLAGE OF WILMETTE

TO: THE VILLAGE CLERK, VILLAGE OF WILMETTE, ILLINOIS

We, the undersigned Petitioners, owners of record of all the land herein requesting to be annexed, respectfully represent, under oath, that all conditions required for annexation to the Village of Wilmette pursuant to and in accordance with Illinois Municipal Code Chapter 65 Illinois Compiled Statutes Section 5/7-1-8 do hereby state under oath to wit:

1. That the territory requested to be annexed is described as follows:

   (See legal description attached hereto on Exhibit A and made a part hereof)

2. That the described territory is not within the corporate limits of any municipality but is contiguous to the Village of Wilmette, a municipality organized and existing under the laws of the State of Illinois.

3. That a Plat of Annexation showing the described territory is attached hereto and made a part of this Petition or will be provided prior to adoption of the Ordinance annexing said territory.

4. That this Petition is signed by all of the owners of record of all land in the described territory and at least 51% of the electors residing in the described territory.

5. That this Petition is irrevocable once signed and submitted to the Village of Wilmette by the owner(s) of record.
WHEREFORE, your petitioners respectfully request the Corporate Authorities of the Village of Wilmette to annex the above described territory to the Village of Wilmette.

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<td>JAMES L. FOX, JR.,</td>
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<td>Manager</td>
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<td>JAMES L. FOX, JR.,</td>
<td>56 Indian Hill Rd.</td>
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<tr>
<td>Trustee</td>
<td>Winnetka, IL 60093</td>
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<td>ANN CREEVY FOX,</td>
<td>56 Indian Hill Rd.</td>
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<td>Trustee</td>
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STATE OF ILLINOIS )

COUNTY OF COOK )

I, the undersigned, a Notary Public DO HEREBY CERTIFY that JAMES L. FOX, JR., Manager of Beach Club 100, LLC, personally known to me to be the person whose name is subscribed to the foregoing Petition for Annexation, appeared before me this day in person and acknowledged that he, being thereunto duly authorized, signed and delivered said Petition for Annexation as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 23rd day of April, 2020.

[Seal]

BARBARA CONDIT CANNING
Official Seal
Notary Public - State of Illinois
My Commission Expires Feb 11, 2022

Notary Public
STATE OF ILLINOIS

COUNTY OF COOK

I, the undersigned, a Notary Public DO HEREBY CERTIFY that ANN CREEVY FOX, Trustee, personally known to me to be the person whose name is subscribed to the foregoing Petition for Annexation, appeared before me this day in person and acknowledged that she, being thereunto duly authorized, signed and delivered said Petition for Annexation as her own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 31st day of August, 2020.

BARBARA CONDIT CANNING
Notary Public

STATE OF ILLINOIS

COUNTY OF COOK

I, the undersigned, a Notary Public DO HEREBY CERTIFY that JAMES L. FOX, JR., Trustee, personally known to me to be the person whose name is subscribed to the foregoing Petition for Annexation, appeared before me this day in person and acknowledged that he, being thereunto duly authorized, signed and delivered said Petition for Annexation as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 31st day of August, 2020.

BARBARA CONDIT CANNING
Notary Public
PARCEL 1:
LOT A, BEING BROWN'S CONSOLIDATION OF LOTS 14, 15 AND 16 IN BLOCK 3 IN FIRST ADDITION TO KENILWORTH AND A PART OF LOT 29 OF INDIAN HILL SUBDIVISION NO. 3, ALL BEING IN SECTION 29, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN,Recorded January 16, 1953 as Document 15527026,
EXCEPTING THEREFROM ALL THAT PART THEREOF LYING SOUTH OF THE ORIGINAL SOUTH LINE OF LOT 29 IN INDIAN HILL SUBDIVISION NUMBER 3, RECORDED. NOVEMBER 17, 1915 AS DOCUMENT No. 5772392, IN COOK COUNTY, ILLINOIS.

PARCEL 2: THAT PART OF LOT 30, IN INDIAN HILL SUBDIVISION NO. 3, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 30, BEING THE INTERSECTION OF THE WEST LINE OF LOT 30 WITH THE MOST SOUTHERLY LINE OF SAID LOT 30; THENE NORTH ALONG THE WEST LINE THEREOF 27.13 FEET TO THE DIVIDING LINE BETWEEN LOTS 29 AND 30 IN SAID INDIAN HILL SUBDIVISION NO. 3; THENE SOUTHEASTERLY 58.73 FEET TO A POINT, SAID POINT BEING 15 FEET NORTH OF THE SOUTH LINE OF SAID LOT 30, AND ON THE WEST LINE EXTENDED NORTH OF THE 16-FOOT PUBLIC ALLEY LYING EAST OF AND ADJOINING LOTS 14, 15 AND 16 IN BLOCK 3 IN FIRST ADDITION TO KENILWORTH, OF SECTION 29, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN; THENE EAST PARALLEL WITH THE SOUTH LINE OF SAID LOT 30 A DISTANCE OF 8 FEET TO THE CENTER LINE EXTENDED NORTH OF THE SAID 16-FOOT PUBLIC ALLEY; THENE SOUTH ALONG SAID CENTER LINE A DISTANCE OF 15 FEET TO THE SOUTH LINE OF SAID LOT 30; THENE WEST ALONG SAID SOUTH LINE 64.94 FEET TO THE POINT OF BEGINNING, SAID INDIAN HILL SUBDIVISION NO. 3, BEING IN THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:
THE SOUTHEASTERLY 26 FEET OF LOT "A" IN HILL AND BLACKETT'S CONSOLIDATION, RECORDED NOVEMBER 16, 1951, AS DOCUMENT 15218430, ALL IN COOK COUNTY, ILLINOIS.
PLAT of ANNEXATION

LEGAL DESCRIPTION:

PARCEL 1:
LOT 5, BEING BROWN'S CONSOLIDATION OF LOTS 14, 15 AND 16 IN BLOCK 1 IN FIRST ADDITION TO KENILWORTH AND A PART OF LOT 29 OF INDIANA HILL SUBDIVISION NO. 3, ALL BEING IN SECTION 29, TOWNSHIP 43 N., RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED JUNE 14, 1922 AS DOCUMENT No. 37738, IN COOK COUNTY, ILLINOIS.

PARCEL 2:
THAT PART OF LOT 33, IN INDIANA HILL SUBDIVISION NO. 3, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF LOT 33, BEING THE INTERSECTION OF THE WEST LINE OF LOT 30 WITH THE SOUTH LINE OF LOT 33; THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 33, 31.01 FEET TO A POINT; THENCE SOUTH 89.23 FEET TO THE POINT OF COMMENCEMENT, AS MORE FULLY DESCRIBED IN DOCUMENT No. 37738, IN COOK COUNTY, ILLINOIS.

PARCEL 3:
THE SOUTHEASTERN 32 FEET OF LOT "A" IN MILLER'S CONSOLIDATION, RECORDED NOVEMBER 16, 1911, AS DOCUMENT No. 37738, IN COOK COUNTY, ILLINOIS.

FOR REVIEW

STATE OF ILLINOIS
COUNTY OF COOK

I, M. C. Turner, being duly sworn, do certify that I have examined the Plan of Annexation herein attached and do certify the same to be a true and accurate copy of the Plan of Annexation to the Village of Kenilworth, ILLINOIS.

SIGNED:

M. C. TURNER
Sworn to before me this 15th day of August, A.D., 2021.

Notary Public in and for the State of Illinois, County of Cook

Licence No. 103-11007

My Licence Expires: OCTOBER 30, 2023

B.H. SUHR & COMPANY, INC.

LOCATION MAP

NOT TO SCALE
PLAT OF ANNEXATION

[Diagram of annexation plat with text and signatures, but specific details are not legible in this image.]
July 30, 2021

VIA EMAIL
Plan Commission
Village of Wilmette
c/o John Adler
Director of Community Development
Village of Wilmette
1200 Wilmette Avenue
Wilmette, IL 60091

Re: Annexation Matter with Village of Wilmette at 39 Locust Road.

Dear Chairman Bradford and members of the Plan Commission,

I am writing on behalf of Beach Club 100, LLC ("Petitioner") regarding their Annexation Petition filed July 30, 2021 for 39 Locust Road, Winnetka (the "Subject Property"). You will recall that Annexation is being sought because the northern portion of the Subject Property is located in unincorporated Cook County and the southern portion is located in the Village of Wilmette. Assuming that the Annexation Petition is granted, Petitioner requests Rezoning of the southern portion of the Subject Property from the R-1C Zoning District to the R Zoning District. As the Plan Commission knows, all parcels annexed into the Village become part of the R Zoning District. Petitioner is seeking rezoning of the southern portion of the Subject Property which is currently in the Village’s R-1-C Zone. By rezoning the southern portion of the Subject Property, the entire lot will be in the R Zoning District. The Subject Property meets the requirements of that District.

In addition to complying with State law, all requests for Rezoning in Wilmette must also be reviewed pursuant to the Village of Wilmette’s 2000 Comprehensive Plan and the Zoning Ordinance. As set forth below, the request for Rezoning brought by Petitioner meets the goals and policies of the Comprehensive Plan and the Zoning Ordinance.
The Comprehensive Plan provides that:

Petitions for zoning variations, special uses, and rezoning are regularly received, and small-scale land use decisions are made accordingly. Given that a series of land use decisions may have a cumulative impact on an area over time, those decisions should be made within a planning context and with consistency.

Policy One: When assessing the reasonableness of land use changes within the community, the following factors should be considered.

1. Compatibility with the existing development pattern and the zoning of nearby properties.

Response: The southern portion of the parcel is currently zoned R-1C so rezoning the southern portion of the parcel to the R Zoning District would make the entire parcel consistent for zoning purposes.

2. Changes in the circumstances upon which the original zoning designation was based.

Response: Not applicable.

3. Major changes in land uses or conditions since the zoning was established.

Response: Not applicable.

4. Conformance of the current zoning and the proposed zoning to the current Comprehensive Plan.

Response: Rezoning would allow the entire lot to be zoned in the R Zoning District.

5. Satisfaction of a public need by the proposed use.

Response: Not applicable.

6. Suitability of the subject property for the zoned purpose and the proposed use and purpose.

Response: The Subject Property contains a single-family home and after rezoning the intent of the Petitioner is for the Subject Property contain a new single-family home. The southern portion of the lot is in the R 1-C district and the intent of the rezoning of the southern portion of the lot is to bring it into the same zoning district as the northern portion.

7. Availability of sites for the proposed use in existing districts permitting such use.

903000000057506948.1
Response: Not applicable.

8. Compliance of the present development of the area with existing ordinances.

Response: Once annexed the entire parcel will comply with the requirements of the R Zoning District.

9. Possible unreasonable hardship imposed by the existing zoning.

Response: It would be a hardship to the Petitioner if the northern portion of the Subject Property were zoned R and the southern portion of the Subject Property was zoned R 1-C.

10. Likelihood of a reasonable economic benefit being realized from uses in accordance with the existing zoning.

Response: Not applicable.

11. Effect of proposed use and zoning on property values in the area.

Response: The rezoning will have no impact on property values.

12. Effect of the existing use and zoning on adjacent properties.

Response: The rezoning will have no effect on the existing uses and zoning on adjacent properties.

13. Contribution to the redevelopment of a deteriorated area.

Response: Not applicable.

14. Conflicts with existing or planned public improvements.

Response: The rezoning will not conflict with existing or planned public improvements.

15. Impact on traffic patterns, congestion, and infrastructure.

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16. Impact on population density such that the demand on public facilities is adversely affected. (Including but not limited to schools, recreational areas and facilities, sewers, and streets)

Response: The rezoning will have no impact on population density.
17. **Environmental impact on the vicinity.**

Response: The rezoning will have no impact on the environment in the vicinity.

18. **Effects on the health, safety and welfare of the neighborhood and Village.**

Response: The rezoning will have a neutral effect on the health, safety, and welfare of the neighborhood since the request is simply to change zoning classifications.

**Zoning Ordinance Approval Standards for Zoning Amendments**

The reviewing committee or commission's recommendation and Village Board decision on any zoning amendment, whether text or map amendment, must consider the following standards, as set forth in Table 5-1: Approval Standards for Zoning Amendments below. However this is a matter of legislative discretion that is not controlled by any particular standard.
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<td>general regulations of this Ordinance.</td>
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<td>X</td>
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<tr>
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<tr>
<td>Village as a whole, and not just the applicant, property owner(s),</td>
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<td>neighbors of any property under consideration, or other special</td>
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<td>applicant.</td>
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<td>12. Whether the proposed amendment provides a more workable way to</td>
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<tr>
<td>13. The extent to which the proposed amendment creates non-conformities.</td>
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<td>X</td>
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<td>14. The trend of development, if any, in the general area of the</td>
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<td>property in question.</td>
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<td>15. Whether adequate public facilities are available including, but not</td>
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<td>permitted on the subject property if the amendment were adopted.</td>
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</table>

Responses:

1. The rezoning will have no impact on the existing development pattern.

2. The rezoning will have no impact on property values.

3. The rezoning will have a neutral impact on the public health, safety, and welfare of the community.
4. If the rezoning were denied, it would be a hardship to the Petitioner in that the Subject Property would be in two distinct zoning districts with different requirements. The public will gain by annexing the property so that it is added to the Village tax base and the entire parcel would have a single zoning classification.

5. The property is currently improved with a single-family home and that home will be demolished after the rezoning.

6. Not applicable.

7. Not applicable.

8. Not applicable.

9. Rezoning is consistent with the Zoning Ordinance which favors parcels to be in a single zoning district.

10. The rezoning will allow the Petitioner’s parcel to be in one zoning district, not two.

11. Not applicable.

12. Not applicable.

13. The rezoning will not create a non-conformity, but instead will rectify a possible non-conformity.

14. The rezoning will have no impact on the general area which is fully developed.

15. Not applicable.

Since the Rezoning Petition meets the requirements of the Comprehensive Plan and the Zoning Ordinance, Petitioner asks that the Plan Commission recommend approval of their application. We look forward to the opportunity to appear at the Public Hearing on the application and answer any questions the Plan Commission may have.

Thank you for your consideration of this request.

Very truly yours,

Christopher S. Canning
9030000575069481
August 13, 2021

VIA HAND DELIVERY
Plan Commission
Village of Wilmette
c/o John Adler
Director of Community Development
Village of Wilmette
1200 Wilmette Avenue
Wilmette, IL 60091

Re: Annexation Matter with Village of Wilmette - 56 Indian Hill Road.

Dear Mr. Adler,

I am writing on behalf of Beach Club 100 regarding their Annexation Petition filed August 13, 2021. I am writing to supplement the Annexation Petition and supporting documents filed pursuant to 65 ILCS 5/7-1/8 and the request for Rezoning. Please note that the Plan Commission recommended granting an earlier request to rezone the annexed parcel at the meeting on November 17, 2020. The Applicant withdrew the request for rezoning prior to the vote of the Village Board.

In addition to complying with State law, all requests for Rezoning in Wilmette must also be reviewed pursuant to the 2000 Comprehensive Plan and the Zoning Ordinance. As set forth below, the request for Rezoning brought by Beach Club 100 meets the goals and policies of the Comprehensive Plan and the Zoning Ordinance.

The Comprehensive Plan provides that:

Petitions for zoning variations, special uses, and rezoning are regularly received, and small-scale land use decisions are made accordingly. Given that a series of land use decisions may have a cumulative impact on an area over time, those decisions should be made within a planning context and with consistency.
Policy One: When assessing the reasonableness of land use changes within the community, the following factors should be considered.

1. Compatibility with the existing development pattern and the zoning of nearby properties.

Response: The southern portion of the parcel is currently zoned R-1C so rezoning the northern portion of the parcel to R-1C would make the entire parcel consistent for zoning purposes.

2. Changes in the circumstances upon which the original zoning designation was based.

Response: Not applicable.

3. Major changes in land uses or conditions since the zoning was established.

Response: Not applicable.

4. Conformance of the current zoning and the proposed zoning to the current Comprehensive Plan.

Response: Rezoning would allow the entire lot to be zoned R 1-C.

5. Satisfaction of a public need by the proposed use.

Response: Not applicable.

6. Suitability of the subject property for the zoned purpose and the proposed use and purpose.

Response: The entire parcel contains a single-family home and after rezoning will continue to contain a single-family home. The southern portion of the lot is in the R 1-C district and the intent of the rezoning of the northern portion of the lot is to bring it into the same zoning district.

7. Availability of sites for the proposed use in existing districts permitting such use.

Response: Not applicable.

8. Compliance of the present development of the area with existing ordinances.

Response: Once annexed the entire parcel will comply with the requirements of the R-1C Zoning District.
9. Possible unreasonable hardship imposed by the existing zoning.

Response: It would be a hardship to the Applicant if part of the parcel were zoned R and the other part of the parcel was zoned R 1-C.

10. Likelihood of a reasonable economic benefit being realized from uses in accordance with the existing zoning.

Response: Not applicable.

11. Effect of proposed use and zoning on property values in the area.

Response: The rezoning will have no impact on property values.

12. Effect of the existing use and zoning on adjacent properties.

Response: The rezoning will have no effect on the existing uses and zoning on adjacent properties.

13. Contribution to the redevelopment of a deteriorated area.

Response: Not applicable.

14. Conflicts with existing or planned public improvements.

Response: The rezoning will not conflict with existing or planned public improvements.

15. Impact on traffic patterns, congestion, and infrastructure.

Response: The rezoning will have no impact on traffic patterns, congestion, and infrastructure.

16. Impact on population density such that the demand on public facilities is adversely affected. (Including but not limited to schools, recreational areas and facilities, sewers, and streets)

Response: The rezoning will have no impact on population density.

17. Environmental impact on the vicinity.

Response: The rezoning will have no impact on the environment in the vicinity.

18. Effects on the health, safety and welfare of the neighborhood and Village.
Response: The rezoning will have a neutral effect on the health, safety, and welfare of the neighborhood since the request is simply to change zoning classifications.

**Zoning Ordinance Approval Standards for Zoning Amendments**

The reviewing committee or commission’s recommendation and Village Board decision on any zoning amendment, whether text or map amendment, must consider the following standards, as set forth in *Table 5-1: Approval Standards for Zoning Amendments* below. However this is a matter of legislative discretion that is not controlled by any particular standard.
### Village of Wilmette, Illinois

**Table 5-1: Approval Standards for Zoning Amendments**

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1. The rezoning will have no impact on the existing development pattern.

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4. If the rezoning were denied, it would be a hardship to the Applicant in that their lot would be in two distinct zoning districts with different requirements. The public will gain by annexing the property so that it is added to the Village tax base and the entire parcel would have a single zoning classification.

5. The property is currently improved with a single-family home and that home will remain after the rezoning.

6. Not applicable.

7. Not applicable.

8. Not applicable.

9. Rezoning is consistent with the Zoning Ordinance which favors parcels to be in a single zoning district.

10. The rezoning will allow the Applicant’s parcel to be in one zoning district, not two.

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15. Not applicable.

Since the Rezoning Petition meets the requirements of the Comprehensive Plan and the Zoning Ordinance, they ask that the Plan Commission recommend approval of their application. We look forward to the opportunity to appear at the Public Hearing on the application and answer any questions the Plan Commission may have.

Thank you for your consideration of this request.

Very truly yours,

Christopher S. Canning

9030000057506948.1
Sold To:
Village of Wilmette Community Development Department - CU80083896
1200 Wilmette Ave
Wilmette, IL 60091-2721

Bill To:
Village of Wilmette Community Development Department - CU80083896
1200 Wilmette Ave
Wilmette, IL 60091-2721

Certificate of Publication:

Order Number: 7020476
Purchase Order: 09.09.2021 PC legal

State of Illinois - Cook

Chicago Tribune Media Group does hereby certify that it is the publisher of the Wilmette Life. The Wilmette Life is a secular newspaper, has been continuously published Weekly for more than fifty (50) weeks prior to the first publication of the attached notice, is published in the City of Wilmette, Township of New Trier, State of Illinois, is of general circulation throughout that county and surrounding area, and is a newspaper as defined by 715 IL CS 5/5.

This is to certify that a notice, a true copy of which is attached, was published 1 time(s) in the Wilmette Life, namely one time per week or on 1 successive weeks. The first publication of the notice was made in the newspaper, dated and published on 8/19/2021, and the last publication of the notice was made in the newspaper dated and published on 8/19/2021.

This notice was also placed on a statewide public notice website as required by 715 ILCS 5/2. 1.


Wilmette Life
In witness, an authorized agent of The Chicago Tribune Media Group has signed this certificate executed in Chicago, Illinois on this

20th Day of August, 2021, by

Chicago Tribune Media Group

Jeremy Gates
Affidavit of Notice Posted
Community Development Department

This certifies that on this date, I, **Ted Bumenthal**, have posted public notice on the property located at **39 Locust, 520 Indian Hill**.

for the following case: **2021-P-2**
**2021-S2C-02**
**2021-S2C-03**

Affiant Signature

23 Apr 2021

Date
Village of Wilmette Affidavit

Plan Commission
Village of Wilmette
1200 Wilmette Avenue

Property Located At: 39 Locust Road & 56 Indian Hill Road.

Case Number: 2021-P-02

The undersigned being duly sworn deposes and says that he has complied with the applicable notice provisions of Section 18-8 (1) of the Village of Wilmette Municipal Code, by distributing the attached Notice of Public Hearing to the following named parties by one of the following methods:

A. Notice to owners sent First Class Mail United States Postal Service delivery confirmation or by certified or registered mail, postage pre-paid and return receipt requested.

B. Notice delivered in person.

C. Notice to occupants who are not property owners, sent First Class Mail.

Pin #  Name  Address  Date of Service  Method of Service (Indicate A, B or C)

SEE ATTACHED LIST OF TO WHOM THE NOTICES WERE MAILED TO VIA FIRST CLASS MAIL UNITED STATES POSTAL SERVICE DELIVERY CONFIRMATION OR BY CERTIFIED OR REGISTERED MAIL, POSTAGE PRE-PAID AND RETURN RECEIPT REQUESTED ON August 20, 2021 FROM THE WILMETTE POST OFFICE AT 1241 CENTRAL AVE., WILMETTE, IL 60091.

The undersigned further states that the above and foregoing list of names and addresses is a complete list containing the names and last known addresses of all parties to whom the current real estate tax bills are sent, as shown on the record of the local real estate tax collector, and all parties residing on or in possession of a portion of the premises whose names are listed on mailboxes on said premises for all lots any part of which lie within 250 feet of the subject property, said subject property being that property for which a Annexation has been requested.

Christopher S. Canning
Affiant

Subscribed and sworn to before me this 24th day of August, 2021.

Barbara Condit Canning
Official Seal
Notary Public – State of Illinois
My Commission Expires Feb 11, 2022
<table>
<thead>
<tr>
<th>PIN</th>
<th>PHYSICALADDRESS</th>
<th>COMMUNITYNAP STATE</th>
<th>ZIPCODE</th>
<th>OWNERNAME</th>
<th>OWNERADDRESS</th>
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<td>60093</td>
<td>ADREW DARIA LEWICKY</td>
<td>30 LOCUST ROAD</td>
<td>WINNETKA IL 60093</td>
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<td>LORELEI ROSENTHAL</td>
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<td>60093</td>
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<td>40 LOCUST RD</td>
<td>WINNETKA IL 60093</td>
</tr>
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<td>David H. Hoffman</td>
<td>44 Locust Road</td>
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<tr>
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<td>WINNETKA IL</td>
<td>60093</td>
<td>INDIAN HILL CTRY CLUB</td>
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<td>IRIS MCCAFFERY</td>
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<td>WINNETKA IL 60093</td>
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Village of Wilmette Affidavit

Plan Commission
Village of Wilmette
1200 Wilmette Avenue

Case Number: 21-SZC-02

Property Located At: 39 Locust Road.

The undersigned being duly sworn deposes and says that he has complied with the applicable notice provisions of Section 20-4.3.B.1 of the Zoning Ordinance of the Village of Wilmette, by distributing the attached Notice of Public Hearing to the following named parties by one of the following methods:

A. Notice to owners sent First Class Mail through the United States Postal Service.
B. Notice delivered in person.
C. Notice to occupants who are not property owners, sent First Class Mail.

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SEE ATTACHED LIST OF TO WHOM THE NOTICES WERE MAILED TO VIA FIRST CLASS MAIL ON August 21, 2021 FROM THE UNITED STATES POST OFFICE AT 1241 CENTRAL AVENUE, WILMETTE, IL 60091.

The undersigned further states that the above and foregoing list of names and addresses is a complete list containing the names and last known addresses of all parties to whom the current real estate tax bills are sent, as shown on the record of the local real estate tax collector, and all parties residing on or in possession of a portion of the premises whose names are listed on mailboxes on said premises for all lots any part of which lie within 250 feet of the subject property, said subject property being that property for which a Rezoning has been requested.

Christopher S. Canning
Affiant

Subscribed and sworn to before me this 24th day of August, 2021.

[Signature]
Notary Public
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Village of Wilmette Affidavit

Plan Commission
Village of Wilmette
1200 Wilmette Avenue

Case Number: 21-SZC-03

Property Located At: 56 Indian Hill Road.

The undersigned being duly sworn deposes and says that he has complied with the applicable notice provisions of Section 20-4.3.B.1 of the Zoning Ordinance of the Village of Wilmette, by distributing the attached Notice of Public Hearing to the following named parties by one of the following methods:

A. Notice to owners sent First Class Mail through the United States Postal Service.
B. Notice delivered in person.
C. Notice to occupants who are not property owners, sent First Class Mail.

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SEE ATTACHED LIST OF TO WHOM THE NOTICES WERE MAILED TO VIA FIRST CLASS MAIL ON August 21, 2021 FROM THE UNITED STATES POST OFFICE AT 1241 CENTRAL AVENUE, WILMETTE, IL 60091.

The undersigned further states that the above and foregoing list of names and addresses is a complete list containing the names and last known addresses of all parties to whom the current real estate tax bills are sent, as shown on the record of the local real estate tax collector, and all parties residing on or in possession of a portion of the premises whose names are listed on mailboxes on said premises for all lots any part of which lie within 250 feet of the subject property, said subject property being that property for which a Rezoning has been requested.

Christopher S. Canning
Affiant

Subscribed and sworn to before me this 24th day of August, 2021.

Barbara Canning
Notary Public
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<td>MARK &amp; J CONDON</td>
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John, I sent you an email on December 3, 2020 concerning the above matter. Can you confirm to me via email you received my email/comments and that they will be included in the upcoming meeting information package. It is my understanding that 39/56 will be discussed September 9, 2021 by the Plan Commission/Special Zoning Committee. Thank you very much.

Paul O. Savard (Resident since 1949)
1232 Grant Street
Wilmette
John I am writing to ask that the Village of Wilmette and the Village Board delay all approvals and other decisions concerning the above properties including annexation and/or rezoning requests. This delay will ensure that no party receives an irreversible benefit or suffers an irreversible loss before all plans, intentions, proposals and ideas have been made known to all parties of interest. This will permit a full and cooperative establishment of facts and an informed discussion of these matters. Hopefully such a discussion of the facts will lead to a favorable outcome for all parties.

I am well acquainted with the subject properties and the general Indian Hill Road area. It goes without saying that there are obvious, serious water issues throughout Indian Hill Road. Rushing into any approvals would make a mockery of the lengthy planning process and enormous expenditures underway via the Village of Wilmette's storm water management project. Additionally, while Grant Street is presently relatively quiet, any changes in traffic volume can easily lead to it being used as a by pass of the busy Illinois and Locust Road intersection. Such bypass use could have a major impact on pedestrian safety and property values both on Grant Street and Kenilworth Avenue.

For the above reasons I urge delay and careful study of the facts and alternatives in these matters.

Respectfully,

Paul O. Savard (Resident since 1949)
1232 Grant Street
Wilmette
I understand that the PC will have to make that call. However, it would be helpful if the decision can be made before the meeting on 9/9.

Gerald P. Callaghan
O'Donnell Callaghan LLC
28045 N. Ashley Circle, Suite 101
Libertyville, IL 60048
jcallaghan@och-law.com
847-367-2753 (direct)
847-942-2161 (mobile)

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Hi Jerry – I will share your email with the Plan Commission. As you are aware of, it will be their decision whether to continue the request to a future Plan Commission Meeting.

Be well,

John
From: Jerry Callaghan <JCallaghan@och-law.com>
Sent: Monday, August 30, 2021 12:46 PM
To: Adler, John <adlerj@wilmette.com>
Cc: Stein, Jeff <steinj@wilmette.com>
Subject: 39 Locust

John,

I believe you were advised that Dr. Fox intended to place a covenant on the entire 39 Locust property, limiting its use to one single-family residence. We were told the same and were hoping the restriction would enable our clients to withdraw their opposition to the annexation and rezoning of that property. Unfortunately, we were provided with a copy of the proposed restrictive covenant, which is completely unacceptable because: 1) it would only go into effect when the property is sold; 2) it would only benefit the property at 56 Indian Hill Road, which is owned by Dr. Fox; 3) it would not benefit our clients’ property or be enforceable by our clients; 4) it would terminate upon sale of 56 Indian Hill by Dr. Fox; and 5) it could be terminated at any time without consent or approval of our clients.

I have been informed that the Plan Commission hearing has been rescheduled to September 9 due to the holiday on September 7. Unfortunately, I am not available on September 9 as I have a previously scheduled hearing in Waukegan that evening. In addition, two of our clients will be out of town. On behalf of our clients, I request that the hearing be continued to the Plan Commission’s regularly scheduled meeting in October.

Thank you,

Gerald P. Callaghan
O’Donnell Callaghan LLC
28045 N. Ashley Circle, Suite 101
Libertyville, IL 60048
Mr. John Adler  
Community Development Director  
Village of Wilmette  
1200 Wilmette Avenue  
Wilmette, Illinois 60091

Re: 39 Locust Road Annexation ("Subject Property")

Dear Mr. Adler:

We represent the following owners of parcels that are contiguous to the Subject Property ("Indian Hill and Wilmette Neighbors"):

- Mark and Margot Stone Bowen (55 Indian Hill Road)
- Grant and Suzanne Folds McCullagh (43 Locust Road)
- Matthew and Polina Herman (41 Locust Road)
- Stephanie and Philip Van Winkle (2624 Kenilworth Avenue)

[NOTE: This letter is being sent prior to the September 9, 2021 Village of Wilmette Plan Commission meeting to reiterate the neighbor's significant concerns regarding the annexation of the northern portion of 39 Locust Road into the Village.]

The Wilmette and Indian Hill neighbors strongly object to the proposed annexation and de facto rezoning of the Subject Property. This letter represents the objection of our clients and is in addition to our clients’ previous objections submitted for the November 17, 2020 Plan Commission meeting, and the numerous emails sent by several other Wilmette and Indian Hill neighbors’ objection to this potential annexation and rezoning submitted for both the November 17, 2020 meeting and the current meeting.

**Summary of Updated Objections and Concerns**

Regarding 39 Locust, our clients’ objections stem from the fact that Dr. Fox appears to again be attempting to use the annexation process as a 'backdoor' way to permit himself or any future owner/developer of the properties to **aggressively subdivide 39 Locust and dramatically increase housing density in a manner inconsistent with the character of the neighborhood and exacerbate already serious flooding issues**. To be clear, we do not object to the rezoning of the southern portion of the property already residing in Wilmette from R1-C (6,000sf) to R (15,000sf), but we do strongly object to the annexation and de facto rezoning of the larger, northern portion of the property at 39 Locust. This northern portion of 39 Locust is currently located in unincorporated Winnetka and is zoned for R-3 (40,000sf) lots but if it is annexed the largest zoning available in Wilmette is R or 15,000 sf lots. Therefore, an annexation to Wilmette would be a de facto approval of subdivision. Dr. Fox has not provided any specific plans for what he would do once the properties are annexed and rezoned much less made any binding commitments to adhere to specific plans that would not have a material negative impact on the neighborhood and its
property values. If the Village of Wilmette grants Dr. Fox his requested annexation and rezoning without a specific binding plan, there would be no future recourse available to The Village or anyone neighbor to prevent aggressive development and an increase in housing density damaging to the neighborhood and egregiously contrary to the Village of Wilmette’s own comprehensive plan (specifically highlighted later). In effect, what Dr. Fox and Mr. Canning are again asking for is a ‘blank check’ for aggressive development unfair to their neighbors without providing any concrete plans or enforceable restrictions that would make their request fair to their neighbors and consistent with the Village of Wilmette’s comprehensive plan specifically in regard to the northern portion of the property currently zoned R-3.

Dr. Fox previously applied and withdrew an application to subdivide 39 Locust in the spring of 2020, so the neighbors’ worries about subdivision are not the result of speculation as Dr. Fox has argued but rather are a reflection of Dr. Fox’s stated intent. Before the Village of Wilmette Plan Commission on November 17, 2020, Dr. Fox changed his story, stating that his only intent for annexing 39 Locust was to enable him to improve his driveway at his adjacent property of 56 Indian Hill and enhance the safety of Indian Hill Road. In front of the Plan Commission, Dr. Fox and Mr. Canning repeatedly stressed the disingenuous assertion that they were not requesting to subdivide the property despite the fact that the requested annexation would be a blank check to do exactly that. The assertions made by Dr. Fox and Mr. Canning about their motives were both contrary to his previous application to subdivide 39 Locust in the spring of 2020 AND contrary to a letter he sent to his neighbors roughly a month AFTER the November 17, 2020 Plan Commission meeting again expressing his desire to potentially put multiple houses on 39 Locust Rd. During their hearing, the Plan Commission questioned Dr. Fox repeatedly about why annexing 39 Locust Rd. was necessary to improve his driveway (it is not) and eventually tabled the matter rather than voting to recommend it to the Board. Common sense would cast doubt on the idea that Dr. Fox spent over $1m to purchase 39 Locust Rd simply to improve his driveway at 56 Indian Hill or to improve pedestrian safety on Indian Hill Road and several objectively-minded Plan Commission members shared our clients’ concerns about the lack of transparency by the applicant are clear in the hearing which is available online. That transparency has not improved since that hearing. While the whole hearing is useful to watch, we have highlighted and transcribed a couple of the exchanges below:

*(Plan Commission Meeting November 17, 2020 - YouTube)*
Note: search YouTube for “Wilmette November 17 2020 Plan Commission” if link here gets stale

*Commissioner 1:* (24:10 on YouTube of Plan Commission 11/17/20 hearing) “What I don’t see here is an opportunity for us to implement policy number 5 of policy 2 which is whether the annexation will assure sound development of the annexed area because you haven’t presented any proposal for what that development would look like. So we are at the point of decision where as you acknowledged it’s a discretionary decision whether to annex the property to the Village and we can’t . . . I can’t certainly exercise that discretion, make the decision in the abstract and without . . . particularly where there are concerns raised about the impact of future development. So, I have a real problem with being asked to exercise that discretion in the abstract.”

*Commissioner 2:* (25:40 on YouTube of Plan Commission 11/17/20 hearing) “I am not understanding what the motivation is as it relates to the larger property [39 Locust]”
[Dr. Fox talks about his driveway at 56 Indian Hill and improving pedestrian and vehicular safety on Indian Hill Road. Mr. Canning reiterates]. “My question to follow up on that is why don’t we have a whole plan? I don’t have a problem with the idea [driveway with shoulders] as an idea it makes sense but why aren’t we seeing the proposed layout even if there’s multiple steps involved. I can understand why the neighbors might be concerned.”

Commissioner 1: (40:30 on YouTube of Plan Commission 11/17/20 hearing) “That brings me back to where I am feeling unsettled, it not really so much about [56] Indian Hill it is about [39] Locust Road. If the purpose of the application is to allow you to reconfigure the driveway for the [56] Indian Hill property and to the extent you require . . . I am still not sure how this implicates the [39] Locust Road property, if you need a piece of that or what the situation is there but it seems like this is . . . uh . . . the application before us seeking to annex the piece related to 56 Indian Hill AND the piece related to [39] Locust Road is . . . has broader implications and would be more of an intensive application than is required. Is it possible to narrowly tailor the request tonight to address the driveway objective that you have? Or if there is a broader objective afoot, then I think we need to understand the full implications of that.” . . . “Is it possible for you to bifurcate the application . . . if we were to approve the annexation for 56 Indian Hill Road and the rezoning, that seems to accomplish your driveway objective. But I am still not clear as to how the 39 Locust Road request is related to that or necessary to accomplish that objective.”

Commissioner 3: (43:25 on YouTube of Plan Commission 11/17/20 hearing) “I do agree if I may say, I do agree with Maria, we can split up the two properties [requests] . . . the 39 [Locust Road] and 56 [Indian Hill] and deal with them separately it would simplify the issue. I also have the same problem looking at the annexation of 39 [Locust Road], what is being requested for annexation is larger than, you know, the initial property and that’s where I can see why the residents in the neighborhood have issues.”

Commissioner 1: (49:00 on YouTube of Plan Commission 11/17/20 hearing) “I don’t understand why you couldn’t figure out whatever . . . however much of 39 [Locust Road] you need for the driveway, plat that and seek approval, seek whatever approvals and again this would be sort a narrowly tailored approach seeking all the approvals necessary for that which would entail annexation of the 56 Indian Hill piece and the annexation of whatever piece of 39 [Locust Rd] you need to move that diagonal line.”

Further, the neighbors were so concerned about Dr. Fox’s aggressive development plans that after the Plan Commission hearing, the neighbors offered to buy 39 Locust from Dr. Fox at his purchase price plus carrying cost AND transfer a portion of 39 Locust to Dr. Fox at 56 Indian Hill so that he could accomplish his stated objective at the Plan Commission of improving his driveway. The neighbors tried to put themselves in Dr. Fox’s shoes and make a good faith offer that would ensure not only that his driveway objectives were met but that Dr. Fox’s overall investment in 39 Locust was not detrimental to him. Unlike Dr. Fox, the purchasing neighbor clearly outlined specific plans (keep the existing single house on 39 Locust and remodel the interior of the house) and indicated willingness to sign restrictive agreements with relevant neighbors regarding the development of the property to address neighbors’ concerns. Dr. Fox rejected the offer, which he obviously has the right to do, but his rejection further casts doubt that his motivation to request the annexation of 39 Locust was solely driven by a desire to improve his driveway and pedestrian safety on Indian Hill Road. Further, the neighbors’ good faith offer highlights the fact that they would like their differences with Dr. Fox to be resolved in an amicable
way where no parties are damaged and Dr. Fox can improve his driveway and does not suffer losses on his investment in 39 Locust.

Dr. Fox and several of his neighbors did have a video conference call to discuss 39 Locust in May 2021. Dr. Fox accurately summarized the neighbors concerns and expressed some openness to limiting 39 Locust to one house. He filed a petition to the Village in June 2021 and in phone calls, Village officials indicated to us that they thought he was only interested in one house, likely because that is what they were told. During July 2021, Dr. Fox spoke to a developer who is a close friend of one of his neighbors, making a sales pitch to that developer to put multiple homes on 39 Locust.

In addition, Dr. Fox and his neighbors have had an ongoing discussion regarding an enforceable restrictive covenant to limit development of 39 Locust Road. After waiting several weeks for agreement specifics, the neighbors were disappointed that the covenant Dr. Fox came up with was one where he holds the covenant, thus providing no protection.

Dr. Fox’s neighbors are extremely concerned about the damage the ‘blank check’ he is asking for and subsequent development would have on the character of the neighborhood and already severe flooding issues. At the same time, they wish to be good neighbors and would happily work with Dr. Fox if he were to provide details of his specific plans and agree BEFORE ANNEXATION to binding restrictive covenants that would ensure that his development of 39 Locust will not exceed one house and thus avoid damaging to their property values, diminishing the well-established character of the neighborhood, exacerbating existing severe flooding problems and ensuring that his development is not contrary to the Village of Wilmette’s own Comprehensive Plan.

Detailed Specific Concerns and Background

Annexation/Rezoning Inconsistent with Village of Wilmette Comprehensive Plan

Our clients’ objections to Dr. Fox’s requests stem not from their whims or personal preferences but from the fact that Dr. Fox’s requests are aggressive and unfair not simply in the neighbors’ opinions but rather because they are clearly contrary to the Village of Wilmette’s own comprehensive plan. On page 7 of the 2000 Village of Wilmette, it specifically highlights factors that will be considered in evaluating land use changes and the rezoning. We included several of these criteria in our letter prior to the November 17, 2020 Plan Commission. Mr. Canning later adopted these criteria in his June 25, 2021 petition for this hearing. The following section highlights the criteria we believe are clearly violated by the 39 Locust annexation request and also highlights the inaccuracies of Dr. Fox’s and Mr. Canning’s petition:

1. “Compatibility with the existing development pattern and the zoning of nearby properties.” The proposed rezoning is not compatible for the larger northern portion of 39 Locust which is currently in unincorporated Winnetka and is zoned R-3 (40,000sf) given that the Village’s largest zoning is R (15,000sf). Dr. Fox’s and Mr. Canning’s petition selectively focuses on smaller southern portion of 39 Locust already in Wilmette to justify compatibility here. No one has an objection to the small southern portion of 39 Locust already residing in Wilmette being rezoned. At issue is the annexation of the non-compatible large northern portion of the property and the de facto rezoning and blank check for reckless development such an annexation would represent.
2. "Changes in circumstances upon which the original zoning was based." The surrounding Village and Indian Hill residential areas have NOT changed.

3. "Major changes in land uses or conditions since the zoning was established." Again, this has not happened in this case.

4. "Conformance of the current zoning and the proposed zoning to the current Comprehensive Plan." Not compatible (see 1) and therefore not conforming.

5. "Satisfaction of a public need by the proposed use". Not applicable to this rezoning.

6. "Suitability of the subject property for the zoned purpose and the proposed use and purpose". Dr. Fox's and Mr. Canning's petition says "The Subject Property contains a single-family home and after rezoning the intent of the Petitioner is for the Subject Property to contain a new single-family home.' Again, if Dr. Fox were to enter a binding restrictive covenant with his neighbors to restrict 39 Locust to the single-family home that the petition says he intends, the neighbors would not object to Dr. Fox's plans. To date, Dr. Fox and Mr. Canning have not offered a restrictive covenant that effectively protects his neighbors.

7. "Availability of sites for the proposed use in existing districts permitting such use." Not applicable.

8. "Compliance of the present development of the area with existing ordinances". Presently the single home on 39 Locust conforms with existing zoning. Multiple homes would not conform with existing zoning which is why the neighbors fear that the annexation of 39 Locust to Wilmette and the de facto rezoning that would entail is a backdoor way to aggressively develop the property in a way that does not comply with its current zoning.

9. "Possible unreasonable hardship imposed by the existing zoning." Dr. Fox's and Mr. Canning's petition states "it would be a hardship to the Petitioner if the northern portion of the Subject Property were zoned R and the southern portion of the Subject Property was zoned R 1-C." While there have been some vague allusions to administrative reasons, the more likely and feared reason why the current zoning is a 'hardship' to Dr. Fox is that it prevents him from aggressively developing several homes on 39 Locust.

10. "Likelihood of a reasonable economic benefit being realized from uses in accordance with the existing zoning." Dr. Fox's and Mr. Canning's petition response here is 'not applicable'. Again, his neighbors fear that the annexation 39 Locust is backdoor de facto rezoning aimed at allowing the development of multiple houses on 39 Locust. Dr. Fox's original petition in the spring of 2020, his letter to his neighbors in late 2020 and his conversations with developers in the summer of 2021 all underscore Dr. Fox's desire to economically benefit from aggressively developing 39 Locust in ways that are not allowed by its current zoning.

11. "Effect of proposed use and zoning on property values." The proposed rezoning would likely have negative effect including changing the character of the neighborhood and exacerbating existing drainage/flooding problems. Dr. Fox and Mr. Canning's petition claim that it would have 'no impact' is false.

12. "Effect of the existing use and zoning on adjacent properties." Existing zoning is more suitable for character of neighborhood, and more favorable for property values and flooding/drainage issues than the proposed zoning. Dr. Fox and Mr. Canning's petition claim that the rezoning 'will have no effect' is false and the adjacent property owners are the signatories to this letter.

13. "Contribution to the redevelopment of a deteriorated area." Not applicable.

14. "Conflicts with existing or planned public improvements." Not applicable.
15. “Impact on traffic patterns, congestion and infrastructure.” Annexation and thus de facto rezoning would enable a significant density increase to the property likely requiring additional driveways and road access and further taxing an already overwhelmed drainage system.

16. “Impact on population density such that the demand on public facilities is adversely affected (including but not limited to schools, recreational areas and facilities, sewers and streets.)” See comments on #15 above on drainage.

17. “Environmental impact on the vicinity.” In addition to the drainage/flooding issues, the proposed rezoning would allow for increased density likely leading to removal and/or damage of 100 year-old swamp oak stand currently on the property that is contiguous with swamp oaks on adjacent properties. The Foxes recently removed several large old trees from their property on 56 Indian Hill and added truckloads of dirt without proper permit or compensatory drainage upsetting several Village and Indian Hill neighbors.

18. “Effects on the health, safety and welfare of the neighborhood and Village.” Not applicable.

On page 7 of the same document it also lists criteria used for assessing annexation requests. Again, the annexation request being made clearly violates the following criteria:

3. “Can the annexed area be served by Village utilities and services without undue difficulty or economic penalty to the Village and property owners?” To the extent storm sewers fall under the scope of this criterium the existing storm sewers are already overwhelmed and the annexation and potential aggressive development would worsen drainage and flooding problems causing difficulty and economic harm to adjacent property owners.

4. “Are existing Village zoning and subdivision regulations compatible with the existing to development pattern of the annexed area?” No, they are clearly not. The existing development pattern zoned as R-3 or 40,000 sf lots. The Village’s R zoning classification and R1-C zoning classifications allow for 15,000 sf and 6,000 sf lots respectively which are NOT compatible with the existing development pattern of the annexed area.

5. “Will annexation and the subsequent application of Village land use regulations improve existing conditions in, or assure the sound development of the annexed area?” No, if the annexation and rezoning is approved the Village must then approve any subdivision in compliance with that zoning and therefore would not be able to assure sound development of the annexed area especially with respect to character of neighborhood and drainage issues.

Deed Restriction

The plat of survey pertaining to 39 Locust Road states that the property is not to be subdivided:

"[the land] shall be considered as one tract and that upon said entire tract there shall not be built . . . any building . . . other than one single family dwelling . . . ."

However, the deed restriction may have expired or may be expiring soon. While the existence of this deed restriction is another clear indicator of the expected character of the neighborhood and the long-term configuration of these properties, our clients do not have sufficient reason to be certain that this deed restriction is still in force and that it would protect them from damaging and aggressive development at 39 Locust if Dr. Fox’s requested annexation were approved.
Surrounding Area

The Subject Property is located along the northern and western borders of the Village of Wilmette. The south portion of the Subject Property is located in Wilmette and the north portion is located in unincorporated Cook County. Unincorporated property to the north of the Subject Property is characterized by large homes on large lots fronting on the Indian Hill golf course. Unincorporated property to the west of the Subject Property is characterized by large homes on large lots. The unincorporated portion of the Subject Property and the unincorporated property to the north and west of the Subject Property are zoned R-3 with a minimum lot size of 40,000 square feet (SF). All the neighboring unincorporated properties are large properties, and an annexation allowing for smaller lots would potentially be damaging to the values of the neighboring properties.

The incorporated property to the south and east of the Wilmette portion of the Subject Property is zoned R1-C under the Village’s zoning ordinance. Minimum lot size in the R1-C zone is 6,000 SF and minimum lot width is 50 feet. Although the incorporated property in the immediate vicinity is zoned R1-C, the area has not been developed at that density as many smaller lots have been consolidated to form larger zoning lots. The development density is more in line with the Village’s R zoning classification, which has a minimum lot size of 15,000 SF. The lion’s share of the property zoned R1-C is in Kenilworth Gardens to the east, where the development pattern has been consistent with R1-C zoning.

The Village shares a border with the Indian Hill golf course community, stretching from Ridge Road on the east to Locust Road on the west, for more than one-half mile. Approximately 75% of the property in the Village that abuts the golf course is zoned R. Only the westerly 25%, including the incorporated portion of the Subject Property, is zoned R1-C, even though those R1-C lots have not been developed at R1-C density. In other words, the transitional zoning between the Village and the Indian Hill community has been treated differently in the immediate vicinity of the Subject Property than other portions of the Village abutting Indian Hill.

Drainage and Flooding

The area surrounding the Subject Property has experienced drainage and flooding problems. In fact, the Village participated in a study of the MWRD interceptor serving this area, which connects to the Village’s system around Princeton Place and Kenilworth Drive. The study found that the interceptor provided minimal protection against basement back-ups, in part due to storm water infiltration into the interceptor. The six yards and homes as well as roads adjacent to 39 Locust are already subject to frequent flooding and drainage problems, and the requested annexation/rezoning, combined with the aggressive development then enabled, would potentially exacerbate these problems, leading to property damage and material negative impacts on the value of the adjacent properties.

39 Locust Road

The 39 Locust Road portion of the Subject Property currently is improved with one home and is comprised of four PINs – two in Wilmette and two in unincorporated Cook County. Together, the Wilmette PINs total 22,695 SF and are bounded on the west by Locust Road, the east by Grant Street, the north by the unincorporated portion of 39 Locust Road and the south by two
residences in Wilmette. The Wilmette portion of the 39 Locust Road property is zoned R1-C, which allows 6,000 SF lots with minimum width of 50 feet. Although the Wilmette portion of the 39 Locust Road property appears to have sufficient area for three lots, it does not have sufficient width and would therefore be limited to no more than two houses without a zoning variance. It is our clients’ fear that if the Village were to permit a ‘blank check’ annexation with such potentially aggressive and damaging consequences for the adjacent properties, a zoning variance to allow at least three houses may not be far behind.

The two unincorporated PINS total 44,954 SF and are bounded on the west by Locust Road, the east by Indian Hill Road (private), the north by a residence in unincorporated Cook County and the south by the Wilmette portion of 39 Locust Road. The unincorporated portion of 39 Locust is zoned R-3 under the Cook County Zoning Ordinance, which has a minimum lot size of 40,000 SF. If the Village annexes this property it would automatically be zoned R per section 30-7.4 of the Wilmette Zoning Ordinance. The minimum lot size in the R zone is 15,000 SF. Therefore, the annexation of the property by the Village is problematic because it would allow for construction of two houses where not only does the plat of survey indicate that a deed restriction is in place to prohibit such division but also where the adjacent unincorporated properties are much larger. Division of this property into smaller parcels with smaller homes would dramatically change the neighborhood’s character and negatively impact the values of adjacent unincorporated properties.

Summary of Objections to Annexation and Rezoning

The Wilmette and Indian Hill Neighbors object to the annexation of the northern portion of 39 Locust Road for the following reasons:

1. The proposed annexation and thus de facto rezoning of the northern portion of 39 Locust is clearly in violation of numerous factors and criteria specified in the Village of Wilmette’s very own Comprehensive Plan.
2. The Village of Wilmette Plan Commission has several members who expressed serious doubts about the true motivation for annexing 39 Locust.
3. The Village of Wilmette Plan Commission’s recommendation to annex and rezone 56 Indian Road was partly based on logical annexation agreements being in place and those annexation agreements have not been put in place.
4. The annexation of the unincorporated portion of 39 Locust, currently zoned R-3 in the county with a minimum property size of 40,000 SF, would allow for much smaller lot sizes and homes than are in the surrounding unincorporated area and thus change the character of the neighborhood and be potentially damaging to the neighboring property values in the unincorporated area.
5. Annexation of 39 Locust and thus de facto rezoning could result in multiple homes on the Subject Property which would lead to a 200% or greater increase in the current property density.
6. The Village’s zoning of property abutting the Indian Hill golf course community typically serves as a transition between the one-acre zoning in unincorporated Cook County and the higher density in Wilmette. Enabling a 200% or greater increase in the current density is contrary to the Village’s planning objectives as well as damaging to the character of the unincorporated areas.
7. Once property is zoned, the Village is required to approve any subdivision that is in compliance with the zoning. In other words, the Village will not be able to prevent multiple lots in the future, even if subdivision approval is not being requested at this time. The concept of using this annexation and rezoning process to find a backdoor way around neighbors’ previous objections is very concerning.

8. The addition of more houses to the Subject Property will add impervious surface and exacerbate current drainage and flooding problems.

9. The construction of additional houses on the Subject Property and the related drainage issues will result in loss of 100-year-old swamp white oak trees.

10. The fundamental change in character of the area resulting from annexation, rezoning and potential additional houses on the Subject Property, the drainage issues caused by that construction, and the loss of mature trees will result in reduction of value of the property owned by the Indian Hill and Wilmette Neighbors and arguably the entire Indian Hill neighborhood.

We request that this letter be included in the packet sent to Plan Commission members before the September 9, 2021 hearing to consider the request for annexation and rezoning.

Very truly yours,

Matthew Herman

cc: Mark and Margot Stone Bowen
    Grant and Suzanne Folds McCullagh
    Polina Herman
    Stephanie and Philip Van Winkle
    Jeff Stein
    Robert T. O'Donnell
September 2, 2021

Via Email

Mr. John Adler
Community Development Director
Village of Wilmette
1200 Wilmette Avenue
Wilmette, Illinois 60091

Re: Annexation and Rezoning of 39 Locust (“Subject Property”)

Dear Mr. Adler:

We represent the following owners of parcels that are contiguous to the Subject Property:

- Mark and Margot Stone Bowen (55 Indian Hill Road)
- Grant and Suzanne Folds McCullagh (43 Locust Road)
- Matthew and Polina Herman (41 Locust Road)
- Stephanie and Philip Van Winkle (2624 Kenilworth Avenue)

Our clients object to the proposed annexation and rezoning of the Subject Property for the reasons stated in this letter as well as the other reasons described in our letter of November 12, 2020.

The proposed annexation and rezoning of the Subject Property were considered initially by the Plan Commission on November 17, 2020. The matter was tabled by the Commission, largely due to the fact that the owner did not submit a development plan. This was a legitimate concern of the Plan Commission because the combined area of the Subject Property is 67,649 square feet and could be developed with numerous lots in the future if annexed. Intensive development would not be possible if the unincorporated portion of the Subject Property (44,954 square feet) is not annexed because Cook County zoning of that area allows a minimum lot size of 40,000 square feet. However, if annexation is approved, the Subject Property could potentially be carved up into four lots, as the minimum lot size in the R District is 15,000 square feet.
Our clients have been in touch with the owner of the Subject Property since the matter was tabled by the Plan Commission. The owner (Dr. Fox) has offered to record a restrictive covenant against the Subject Property, limiting development to one single-family residence. Our clients appreciate Dr. Fox’s gesture. Unfortunately, the proposed restriction would provide no protection against future intensive development. This is because our clients would only have the right to enforce the covenant until such time as the village issues a certificate of occupancy for a new single-family home on the Subject Property. This would enable Dr. Fox to sell the property to a developer, who could construct a house on one side of the property, receive a certificate of occupancy and then ask Dr. Fox to release the restriction. There would be nothing to prevent Dr. Fox from doing so.

After the restriction is released, the developer would be able to subdivide the Subject Property with as many lots as possible under the R zoning classification. The village would have no power to deny a conforming subdivision, because under Illinois law subdivision approval is not discretionary. In other words, if the developer meets the technical requirements - such as those regulating lot size, lot width, access, etc. - the village is powerless to deny subdivision approval.

If Dr. Fox were willing to allow our clients to enforce the restrictive covenant for a reasonable time, such as 20 years, our clients would be willing to withdraw their objection to the proposed annexation and rezoning.

Very truly yours,
O’Donnell Callaghan LLC

Gerald P. Callaghan
September 2, 2021

Hi, John, can you please include the following Van Winkle Update for the Wilmette Plan Commission to the Chairman and Members? I know you would have preferred it earlier today, but I was driving to Denver. I realize that our attorney Jerry Callaghan and our neighbor Matt Herman have also submitted summaries and updates with important information and legal arguments. Thank you very much for your assistance on these matters!

Stephanie Van Winkle

To: Chairman William Bradford and Plan Commission Members Mariah DiGrino, Homa Ghaemi, Martin Wolf, Michael Taylor, and Alan George

Re: 39 Locust and 56 Indian Hill potential Annexation and Rezoning

I wanted to give the Plan Commission a brief update from our uniquely Wilmette Residents perspective. As part of that, I am forwarding to you at the end of this an email I wrote to the Village Trustees in March 2021, just prior to the local election for Board President and Trustees.

Phil and I have lived with our family at 2624 Kenilworth for over 20 years. Our cross street is Grant, and that has only 1 driveway, ours. The Foxes now live behind us at 56 Indian Hill, so we are directly impacted by these cases.

These cases have been very stressful since they first surfaced in early 2020. They have been on several Agendas before the Village, sometimes together, sometimes separately. Recently, the Foxes built a small non-conforming patio on 56 Indian Hill with Village permission, to which we did not object at all. More recently, they have filed to demolish 39 Locust as early as August 1st perhaps with the intent to sell it to a developer. This is very scary, as Annexation and Rezoning could lead to 3 houses on 39 Locust, one with a potential driveway on Grant. Annexation is the whole ballgame, as they say!

This Summer, I started gathering signatures on a Petition against Annexation and Rezoning and have received several signatures including the Van Winkles, Braults (2619 Kenilworth) and
Gambacortas (2626 Kenilworth), with other neighbors somewhat confused about all the postponements and changes and still considering adding their names prior to the next meeting. We told these neighbors on the Petition that we would not use it against the Foxes if we could get an enforceable restrictive covenant on 39 Locust to limit it to 1 house that would satisfy our concerns. When the Plan Commission meeting occurs, I will bring it to the meeting with the latest signatures.

Encouragingly, in late August the Foxes have finally, after a year and a half of surprises, reached out more constructively about potential agreements with the neighbors represented by Jerry Callaghan, including Van Winkles, Hermans, Bowens and McCullaghs that could involve a potential restrictive covenant on 39 Locust which could potentially protect the neighborhood and lessen our objections. However, Phil and I are not confident this can be achieved by your meeting on September 9th if ever, although there have been some positive discussions. Now it is too close to the meeting to evaluate the draft proposals from Foxes lawyer Canning. We ask you to consider postponing by one month to see if we have made any effective resolution to this matter that everyone is comfortable with. Van Winkles are still very concerned about these Petitions for the reasons outlined in our lawyer’s arguments to the Plan Commission in November 2020 and in my email to the Trustees in Spring 2021.

Thank you for considering all this and the work you do in our Village of Wilmette! And below is a draft of the email we sent to the Village Trustees in March 2021 when these matters were on their Agenda and then tabled.

Stephanie and Phil Van Winkle

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A draft of the email to the Trustees March 3, 2021 follows here (I can't find the actual email but the send date should be very close)

To the Wilmette Village Board
Cc: Community Development Department, Wilmette

Case No: 2020-P-01 (properties now known as 39 Locust Road and 56 Indian Hill Rd, Winnetka)

To The Wilmette Village Board:

As residents of 2624 Kenilworth Avenue, Wilmette whose front door is on Grant Street, we want to again formally voice our opposition to the petition of Beach Club 100 LLC (including Dr. James Fox, resident of 56 Indian Hill Winnetka) to the requested annexation and subsequent subdivision by the Village of Wilmette. One of the reasons we are opposed to this proposal is that the Preliminary Plat of Resubdivision submitted to John Adler last Spring suggested using the 39
Locust property, which currently has 1 older home and a lovely garden, to build 2 new houses, one with a driveway on Grant Street and the other with a driveway on Indian Hill. This is a substantial change in the character of the neighborhood (affecting residents in both Wilmette and Winnetka) which will possibly require the clearing of a large stand of beautiful Oak trees and reduce the value of our property.

We purchased our home in 2001 and have lived here for almost 19 years. Our block of Grant Street is a quiet “dead end” with only our driveway, and the lack of traffic and privacy was a major consideration when we bought our house. Both 39 Locust and 56 Indian Hill have no driveways on Grant but small access points for residents and landscaping services. We invite the Village Board to come visit this quiet cul-de-sac. Adding another house and multiple driveways, more traffic, and congestion would decrease the appeal of our property to us and to potential future owners. There may also be concerns about storm drainage issues and property taxation that would be major unknowns at this time.

It does not seem ethical that an LLC can suddenly buy an unincorporated Winnetka property, annex it to Wilmette for development purposes, so that Wilmette would split the property into multiple portions (due to Wilmette’s different zoning size), allowing the development of not one but 2 to 4 new houses on 39 Locust, and in this process reduce the property value of our Wilmette home, just by filling out some forms with very little input from neighboring property owners. There are several other Wilmette residences which would have adverse effects from this, including the Braults, Gambacortas, Fritzsches, Savards and Mitchells at a minimum. And there are several other Winnetka neighbors opposed to this as well, including the Herman’s, McCullagh’s, and Bowen’s, with whom we have retained Gerald Callaghan as Counsel. The Foxes, who have owned 56 Indian Hill for a couple of years and purchased 39 Locust during the Pandemic are represented in this matter by Chris Canning, former Village of Wilmette President.

The Proposal was presented in a very interesting public meeting before the Wilmette Plan Commission on November 17th, 2020. Dr. Fox explained that his goal with 39 Locust was really to allow a safer driveway for his property at 56 Indian Hill. This is not in any way believable! The Plan Commission asked him very tough questions, but voted to tentatively approve the Annexation of 56 Indian Hill, with formal approval to be considered by the Wilmette Village Board on December 8th. However, Annexation of 39 Locust and potential driveway changes were tabled because there was no concrete plan for the property or driveways.

The video of the Nov. 17th Plan Commission meeting is available on YouTube here: https://www.youtube.com/watch?v=4TmpkYxl1XU&list=PLK04eNyGOBFDeN1xAbiFcaXcEjAi0Th&index=4.

Since then, the actual annexation of 56 Indian Hill was tabled by the Village Board at two subsequent meetings, December 8th and February 9th. The status of the request for Annexation of 39 Locust is presumably tabled because it never passed the Wilmette Plan Commission, but it keeps suspiciously reappearing on Village Board agendas. The objections of many of the
neighbors were submitted to Community Development to be considered at the November 17th meeting of the Plan Commission for various reasons, including major changes to the neighborhood character, flooding issues, environmental questions, and the like. John Adler has records of all of these separate resident objections to the proposals.

Please carefully consider the interests of long-time Wilmette residents who have voiced opposition to the Annexation of 56 Indian Hill, and especially 39 Locust, into Wilmette for the easier community development rules enjoyed in Wilmette. We have been afraid of the full impact of these Proposals from a resident in unincorporated Winnetka for over a year now, continuing to threaten our quiet spot in Wilmette. Thank you for your dedicated service to our community and for considering this matter.

Respectfully,

Stephanie and Phillip Van Winkle
2624 Kenilworth Ave.
Wilmette, IL 60091
Start of
Case 2020-P-01
- 2020-SZC-02
Recommends granting a request for annexation of the northern portion of 56 Indian Hill Road that is currently in unincorporated Cook County and conditioned upon the annexation, the rezoning from R to R1-C, the northern portion of 56 Indian Hill Road that is currently in unincorporated Cook County.

Case Number: 2020-P-01 & 2020-SZC-02

Property: 39 Locust Road & 56 Indian Hill Road

Zoning District: 39 Locust Road – in part in Wilmette - R1-C, in part in Cook County - R-3
56 Indian Hill Road – in part in Wilmette - R1-C, in part in Cook County - R-3

39 Locust Road in Unincorporated Cook County will be zoned R, Single-Family Residence upon annexation. The southern portion of 39 Locust Road that is in the Village of Wilmette will remain R1-C.

56 Indian Hill Road in Unincorporated Cook County will be zoned R, Single-Family Residence upon annexation and rezoned to R1-C as is the southern portion of 56 Indian Hill Road that is in the Village of Wilmette.

Applicant: Beach Club 100, LLC

Nature of Application: Request for annexation of those northern portions of 39 Locust Road and 56 Indian Hill Road that are currently in unincorporated Cook County.
Conditioned upon the annexation of the parcels, the petitioner is requesting the rezoning from R to R1-C, the northern portion of 56 Indian Hill Road that is currently in unincorporated Cook County.

Applicable Goals/Policies of the Comprehensive Plan: Chapter 3 - Land Use – Policy One & Two

Applicable Provisions of the Zoning Ordinance: Section 30-5.2
Section 30-7.4
Section 30-8.3

Applicable Provisions of Village Code: Section 18-16
**Hearing Date:**
November 17, 2020

**Date of Application:**
March 9, 2020

**Notices:**

**Plan Commission Vote:**
Annexation of the northern portion of 56 Indian Hill Road that is currently in unincorporated Cook County.

<table>
<thead>
<tr>
<th>Name</th>
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<tbody>
<tr>
<td>William Bradford, Chairman</td>
<td>Yes</td>
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<tr>
<td>Mariah DiGrino</td>
<td>Yes</td>
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<td>Homa Ghaemi</td>
<td>Yes</td>
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<tr>
<td>Jeffrey Head</td>
<td>Yes</td>
</tr>
<tr>
<td>Steven Schwab</td>
<td>Absent</td>
</tr>
<tr>
<td>Justin Sheperd</td>
<td>Yes</td>
</tr>
<tr>
<td>Michael Taylor</td>
<td>Yes</td>
</tr>
</tbody>
</table>

Conditioned upon the annexation, the rezoning from R to R1-C, the northern portion of 56 Indian Hill Road that is currently in unincorporated Cook County.

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<td>Justin Sheperd</td>
<td>Yes</td>
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<tr>
<td>Michael Taylor</td>
<td>Yes</td>
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</tbody>
</table>

**Report Prepared By:**
John Adler, AICP, LEED AP
Director of Community Development

**Report Approved and Submitted By:**
Chairman William Bradford

__________________________________________  12-03-2020
Chairman William Bradford  Date
STAFF INFORMATION AS PRESENTED TO THE PLAN COMMISSION

Description of Property

The Subject Properties are located on Locust Road and Grant Street, with frontage on Indian Hill Road, which is a private road. The northern portions of the lots are located in unincorporated Cook County.

39 Locust Road has 198.77’ of frontage on Locust Road, 83.77’ of frontage on Grant Street, 176.41’ of frontage on Indian Hill Road easement and is approximately 329’ in depth. 39 Locust Road has an area of 67,649 square feet and is improved with a two-story single-family home.

56 Indian Hill has 91.77’ of frontage on Grant Street, 110.37’ of frontage on the Indian Hill Road easement and is approximately 131.5’ in depth. 56 Indian Hill has an area of 14,871 square feet and is improved with a two-story single-family home.

To the south and east of 39 Locust Road are properties sited in the Village of Wilmette and zoned R1-C, Single-Family Residence, improved with single-family homes. To the north and west are properties sited in Cook County and zoned R-3, Single-Family. This includes the northern portion of the Subject Property, improved with single-family homes which is the subject of the annexation request.

To the south, east and west of 56 Indian Hill Road are properties sited in the Village of Wilmette and zoned R1-C, Single-Family Residence, improved with single-family homes. To the north are properties sited in Cook County and zoned R-3, Single-Family, including the northern portion of the Subject Property, improved with single-family homes which is the subject of the annexation request.

Annexation Request

The applicants are seeking to annex the northern portions of their properties at 56 Indian Hill Road & 39 Locust Road. Currently the southern portion of the lots are in the Village of Wilmette while the northern portions are in Unincorporated Cook County.

The portion of 39 Locust Road currently in the Village of Wilmette is the south 83.77’ of the property. The area of the Wilmette portion of 39 Locust Road is approximately 22,695 square feet with the unincorporated portion being approximately 44,954 square feet.

The portion of 56 Indian Hill Road currently in the Village of Wilmette is the south 91.77’ of the property. The area of the Wilmette portion of 56 Indian Hill Road is approximately 12,067.8 square feet with the unincorporated portion being approximately 2,803.2 square feet.

Upon annexation, the annexed portions of the properties will be automatically zoned R, Single Family Detached Residence per the Village Code. The portions of the Subject Properties currently in Wilmette are zoned R1-C, Single Family Detached Residence. The description of the proposed rezoning of 56 Indian Hill Road is presented below.
Section 8.3 of the Zoning Ordinance requires lots in the R District to have a minimum lot size of 15,000 square feet and a lot width of 100' and lots in the R1-C District to have a minimum lot size of 6,000 square feet and a lot width of 50'.

39 Locust Road exceeds the lot area and lot width requirements of the R District and 56 Indian Hill Road exceeds the lot area and lot width requirements of the R1-C District.

For comparison purposes the chart below compares the current Cook County zoning of the property to the Village of Wilmette’s R and R1-C District requirements.

<table>
<thead>
<tr>
<th><strong>Wilmette - R District Lot Requirements</strong></th>
<th>Minimum Requirement</th>
<th>39 Locust</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lot Width</td>
<td>100'</td>
<td>198.77'</td>
</tr>
<tr>
<td>Lot Area</td>
<td>15,000 s.f.</td>
<td>67,649 s.f.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Wilmette - R1-C District Lot Requirements</strong></th>
<th>Minimum Requirement</th>
<th>56 Indian Hill</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lot Width</td>
<td>50'</td>
<td>91.77'</td>
</tr>
<tr>
<td>Lot Area</td>
<td>6,000 s.f.</td>
<td>14,871 s.f.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Cook County - R3 District Lot Requirements</strong></th>
<th>Minimum Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lot Width</td>
<td>150'</td>
</tr>
<tr>
<td>Lot Area</td>
<td>40,000 s.f.</td>
</tr>
</tbody>
</table>

**Comprehensive Plan Goals – Annexation Assessment**

**Chapter 3 Land Use**

The Comprehensive Plan lists as a policy the assessment of all requests for annexations using the criteria listed below.
Policy Two: Assess all requests for annexation based upon the following criteria:

1. Will the new municipal borders have logical boundaries based on natural features, public improvements and community orientation?

2. Can the annexed area become an integral part of the community and not an isolated enclave?

3. Can the annexed area be served by Village utilities and services without undue difficulty or economic penalty to the Village and property owners?

4. Are existing Village zoning and subdivision regulations compatible with the existing development pattern of the annexed area?

5. Will annexation and the subsequent application of Village land use regulations improve existing conditions in, or assure the sound development of, the annexed area?

Rezoning Request

Map amendment (rezoning) requests in Wilmette are heard by a Special Zoning Committee. The Village Board refers rezoning requests to a Special Zoning Committee, which can be the Plan Commission or other group so designated by the Village Board. On March 10, 2020 the Village Board referred the review of the rezoning of the north portion of 56 Indian Hill Road to the Plan Commission sitting as a Special Zoning Committee.

The applicants are requesting that the annexed portion of 56 Indian Hill Road be rezoned from R to R1-C after annexation. This would make the entirety of 56 Indian Hill Road R1-C if approved. Because the existing house is entirely on the portion of the property in Wilmette and was developed under R1 zoning, the proposed rezoning will not have an impact on the conformity of the existing structure.

The applicants are not requesting that the annexed portion of 39 Locust Road be rezoned from R to R1-C to match the portion currently in Wilmette. This will result in the newly annexed portion of the property being zoned R and the portion currently in Wilmette R1-C even though it is technically the same lot. For 39 Locust Road, the only setback difference would be the rear yard setback, which would be 50’ for the R portion of the property and 40’ for the R1-C portion of the property. Currently the north portion of the property being under Cook County jurisdiction has different zoning requirements than the south portion located in Wilmette.

In reviewing a request for a text amendment, the Special Zoning Committee considered the following factors and standards contained in the 2000 Comprehensive Plan:

*Petitions for zoning variations, special uses, and rezonings are regularly received, and small-scale land use decisions are made accordingly. Given that a series of land use decisions may have a cumulative impact on an area over time, those decisions should be made within a planning context and with consistency.*
Policy One: When assessing the reasonableness of land use changes within the community, the following factors should be considered.

1. Compatibility with the existing development pattern and the zoning of nearby properties.
2. Changes in the circumstances upon which the original zoning designation was based.
3. Major changes in land uses or conditions since the zoning was established.
4. Conformance of the current zoning and the proposed zoning to the current Comprehensive Plan.
5. Satisfaction of a public need by the proposed use.
6. Suitability of the subject property for the zoned purpose and the proposed use and purpose.
7. Availability of sites for the proposed use in existing districts permitting such use.
8. Compliance of the present development of the area with existing ordinances.
9. Possible unreasonable hardship imposed by the existing zoning.
10. Likelihood of a reasonable economic benefit being realized from uses in accordance with the existing zoning.
11. Effect of proposed use and zoning on property values in the area.
12. Effect of the existing use and zoning on adjacent properties.
13. Contribution to the redevelopment of a deteriorated area.
14. Conflicts with existing or planned public improvements.
15. Impact on traffic patterns, congestion and infrastructure.
16. Impact on population density such that the demand on public facilities is adversely affected. (Including but not limited to schools, recreational areas and facilities, sewers and streets)
17. Environmental impact on the vicinity.
18. Effects on the health, safety and welfare of the neighborhood and Village.

Zoning Ordinance Approval Standards for Zoning Amendments

The reviewing committee or commission’s recommendation and Village Board decision on any zoning amendment, whether text or map amendment, must consider the following standards, as set forth in Table 5-1: Approval Standards for Zoning Amendments below. However this is a matter of legislative discretion that is not controlled by any particular standard.
### VILLAGE OF WILMETTE, ILLINOIS

**TABLE 5-1: APPROVAL STANDARDS FOR ZONING AMENDMENTS**

<table>
<thead>
<tr>
<th>STANDARDS</th>
<th>MAP AMENDMENTS</th>
<th>TEXT AMENDMENTS</th>
</tr>
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<tbody>
<tr>
<td>1. The existing development pattern, use and zoning of nearby property.</td>
<td>X</td>
<td></td>
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<tr>
<td>2. The extent to which property values of the subject property are</td>
<td>X</td>
<td></td>
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<tr>
<td>diminished by the existing zoning.</td>
<td>X</td>
<td></td>
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<tr>
<td>3. The extent to which the proposed amendment promotes the public</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>health, safety and welfare of the Village.</td>
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<tr>
<td>4. The relative gain to the public, as compared to the hardship imposed</td>
<td>X</td>
<td>X</td>
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<tr>
<td>upon the applicant.</td>
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<td>5. The suitability of the property for the purposes for which it is</td>
<td>X</td>
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<tr>
<td>presently zoned, i.e., the feasibility of developing the property in</td>
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<td>question for one (1) or more of the uses permitted under the existing</td>
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<td>zoning classification.</td>
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<td>6. The length of time that the property in question has been vacant, as</td>
<td>X</td>
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<tr>
<td>presently zoned, considered in the context of development in the area</td>
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<td>where the property is located.</td>
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<td>7. The evidence of community need for the use proposed by the applicant.</td>
<td>X</td>
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<td>8. The consistency of the proposed amendment with the Comprehensive Plan.</td>
<td>X</td>
<td>X</td>
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<tr>
<td>9. The consistency of the proposed amendment with the intent and general</td>
<td>X</td>
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<tr>
<td>regulations of this Ordinance.</td>
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<tr>
<td>10. Whether the proposed amendment corrects an error or omission,</td>
<td>X</td>
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<td>adds clarification to existing requirements, or reflects a change in</td>
<td></td>
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<td>policy.</td>
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<td>11. That the proposed amendment will benefit the residents of the Village</td>
<td>X</td>
<td>X</td>
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<td>as a whole, and not just the applicant, property owner(s),</td>
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<td>neighbors of any property under consideration, or other special interest</td>
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<td>groups, and the extent to which the proposed use would be in the public</td>
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<td>interest and would not serve solely the interest of the applicant.</td>
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<tr>
<td>12. Whether the proposed amendment provides a more workable way to</td>
<td>X</td>
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<td>achieve the intent and purposes of this Ordinance, the Comprehensive</td>
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<td>Plan, or planned public improvements.</td>
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<tr>
<td>13. The extent to which the proposed amendment creates non-conformities.</td>
<td>X</td>
<td>X</td>
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<tr>
<td>14. The trend of development, if any, in the general area of the property</td>
<td>X</td>
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<td>in question.</td>
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<td>15. Whether adequate public facilities are available including, but not</td>
<td>X</td>
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<tr>
<td>limited to, schools, parks, police and fire protection, roads, sanitary</td>
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<td>sewers, storm sewers, and water lines, or are reasonably capable of</td>
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<td>being provided prior to the development of the uses, which would be</td>
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<td>permitted on the subject property if the amendment were adopted.</td>
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</table>

The **yellow highlighting** is showing the review standards applicable to a map amendment as the standards vary slightly for text and map amendments.
The applicants were originally seeking to subdivide 39 Locust Road along the current municipal boundary and create two lots after annexation with the north lot being zoned R and the southern lot zoned R-1. The applicants have withdrawn that aspect of their request at this time.

**Zoning Ordinance Provisions Involved**

Section 5.2 outlines the map amendment process.

Section 7.4 states that annexed land shall automatically upon annexation be classified as R Single-Family Detached Residence District and is subject to the requirements of the R District, unless otherwise provided for in the annexation agreement or until the territory is rezoned.

Section 8.3 references Table 8-3 which establishes a minimum lot area of 6,000 square feet, a minimum lot width of 50’, and the setback provisions for lots in the R1-C, Single Family Detached Residence District.

Section 8.3 references Table 8-3 which establishes a minimum lot area of 15,000 square feet, a minimum lot width of 100’, and the setback provisions for lots in the R, Single Family Detached Residence District.

**Village Code Provisions Involved**

Section 18-16 outlines the Plan Commission’s annexation process.

**Action Required**

Approval of this request entails a recommendation to grant approval for a plat of annexation for those portions of 39 Locust Road & 56 Indian Hill Road that currently are in unincorporated Cook County.

Subsequent to annexation approval of this request entails a recommendation to rezone 56 Indian Hill Road from R to R1-C.

(After the vote on the request)
Move to authorize the Chairman to prepare the report and recommendation for the Plan Commission for case number 2020-P-01.

Move to authorize the Chairman to prepare the report and recommendation for the Plan Commission for case number 2020-SZC-02.

**CASE FILE DOCUMENTS**

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1.2 Zoning Map
1.3 Plat of Survey - 39 Locust Road
1.4 Plat of Survey - 56 Indian Hill Road
1.5 Plat of Annexation

Written Correspondence and Documentation

2.0 Completed application forms dated March 9, 2020
2.1 Proof of ownership
2.2 Notice of Public Hearing as prepared for the petitioner, October 22, 2020
2.3 Notice of Public Hearing as published in The Wilmette Life, October 29, 2020
2.4 Letters of Application
2.5 Certificate of publication
2.6 Certificate of posting, dated October 30, 2020
2.7 Affidavit of compliance with notice requirements, filed by applicant, October 29, 2020
2.8 Annexation Petition
2.9 Email from Mark and Margot Bowen, 55 Indian Hill Road, dated February 22, 2020
2.10 Email exchange with Grant G. McCullagh, 43 Locust Road, and Matthew Herman, 41 Locust Road
2.11 Email with attachment from Stephanie and Phil Van Winkle, 2624 Kenilworth Avenue, dated March 30, 2020
2.12 Letter from Gerald Callaghan, O'Donnell Callaghan, LLC, dated November 12, 2020
2.13 Email from Ed King, 81 Indian Hill Road, dated November 16, 2020
2.14 Email with attachments from Gerald Callaghan, O'Donnell Callaghan LLC, dated November 16, 2020
2.15 Email with attachment from Gerald Callaghan, O'Donnell Callaghan LLC, dated November 16, 2020
2.16 Email from Joe Feldman, 2515 Kenilworth Avenue, dated November 16, 2020
2.17 Email from Jana Eilers, 58 Indian Hill Road, dated November 16, 2020
2.18 Email with attachment from Catherine King, 81 Indian Hill Road, dated November 16, 2020
2.19 Email from Grant & Suzanne McCullagh, 43 Locust Road, dated November 17, 2020
2.20 Email from Jeff Belting, 1 Indian Hill Road, dated November 17, 2020
2.21 Email from Laura & Brett Carlson, 25 Locust Road, dated November 17, 2020
2.22 Email from Meg & Mike Revord, 85 Indian Hill Road, dated November 17, 2020
2.23 Email from Kurt & Cindy Mancillas, 75 Indian Hill Road, dated November 17, 2020
3.0 TESTIMONY, COMMENTS AND ARGUMENTS ON BEHALF OF THE APPLICANT

3.1 Persons appearing for the applicant

3.11 Mr. Chris Canning, Beach Club 100, LLC
3.12 Dr. James Fox, 56 Indian Hill Road and 39 Locust Road, Wilmette, IL

3.2 Summary of comments

3.21 Mr. Adler said the requests are for the annexation of the north portions of 39 Locust Road and 56 Indian Hill Road that are currently in unincorporated Cook County. Subsequent to the annexation of the north portion of 56 Indian Hill Road, the applicant is requesting the rezoning from R to R1-C of the north portion of 56 Indian Hill Road that is currently in unincorporated Cook County.

Mr. Adler said while the annexation and map amendment requests can be discussed together, the map amendment is being heard by the Plan Commission sitting as a Special Zoning Committee, so that will be voted on separately from the annexation.

Mr. Adler pulled up an aerial that showed the properties that were proposed to be annexed and rezoned. He explained that the house on 56 Indian Hill falls entirely on property in the Village of Wilmette. The north portion of that lot is in unincorporated Cook County and abuts Indian Hill Road, which is a private road. He said that 39 Locust Road has one house on the lot that falls both in the Village of Wilmette and unincorporated Cook County. The applicant is not asking that the north portion of 39 Locust be rezoned from R after annexation. The south portion of 39 Locust Road is in the same R1-C district as the south portion of 56 Indian Hill Road.

Mr. Adler explained that the rezoning request would rezone upon annexation the north portion of 56 Indian Hill Road from R to R1-C, which is the current zoning of the south portion of the lot already in Wilmette.

3.22 Mr. Canning advised that he represents Beach Club 100 LLC and introduced Dr. Jim Fox, who is the managing member of the applicant. He said that Dr. Fox grew up in Wilmette, attended school in Wilmette, has owned several homes in Wilmette and has spent 35 years of his medical practice in Wilmette. He worked with Dr. Fox relocating Illinois Bone and Joint from Wilmette Avenue to Green Bay Road, and now we have Sophia Steak in their old site. Dr. Fox is well versed in the ways of our Village. He added that his first job at a law firm was 37 years ago and it was Dr. Fox’s father who gave him his first job as an attorney.
Mr. Canning said he knows the Commissioners have read the report and his letters so he was not going to go read those. He said as stated by Mr. Adler there are two portions of the request. The first is to annex the northern portions of 56 Indian Hill Road and 39 Locust Road and second, the rezoning of the northern portion of 56 Indian Hill Road after annexation, from R to R1-C to match the zoning of the southern portion. He wanted to emphasize to the Plan Commission that there was simply no request this evening to subdivide any property. He said that the subdivision request has been withdrawn.

Mr. Canning paraphrased Chairman Bradford from his statement regarding another annexation request, Case 2019-P-01, “Tonight’s application is a very straightforward case”. He said the minutes of that case stated that the other Commissioners agreed. That case involved the properties at 70 and 77 Indian Hill Road, the southern portions of those lots were in the Village of Wilmette with the northern portion being in unincorporated Cook County. There was no opposition and the proceeding probably took less than 5 minutes because there was no one speaking on that matter. He believes the Commission should follow the precedent from the 70-77 Indian Hill request and approve his client’s request. The minutes indicate that Chairman Bradford asked Mr. Adler if the Commission had to go through the annexation standards and Mr. Adler responded that if the Commission agreed with staff’s assessment the Commission’s agreement could be put on the record. The staff’s assessment focused on the five standards of Policy 2, Chapter 3, Land Use of the Comprehensive Plan. He addressed those standards in his letter but he felt that staff’s assessment of the standards for the 70-77 Indian Hill Road annexation was equally applicable to his client’s request. He went on to read staff’s assessment from Case 2019-P-01.

Point 1. Will the new municipal borders have logical boundaries based on natural features, public improvements and community orientation?

Staff Response: Given that the southern portions of the Subject Properties are already located within the Village of Wilmette, the proposed annexation makes sense boundary wise.

Point 2. Can the annexed area become an integral part of the community and not an isolated enclave?

Staff Response: Given that the southern portions of the Subject Properties are already located within the Village of Wilmette, the proposed annexation area is already an integral part of the community.

Point 3. Can the annexed area be served by Village utilities and services without undue difficulty or economic penalty to the Village and property owners?

Staff Response: No changes to the utilities and services are proposed with the annexation.
Point 4. Are existing Village zoning and subdivision regulations compatible with the existing development pattern of the annexed area?

Staff Response: While the Indian Hill Golf Course development does not conform to the Village’s subdivision regulations, because the southern portions of the Subject Properties are already located within the Village of Wilmette the annexation of the northern portion of the property will not negatively impact compatibility of the annexation area with Wilmette’s codes.

Point 5. Will annexation and the subsequent application of Village land use regulations improve existing conditions in, or assure the sound development of, the annexed area?

Staff Response: Given that the southern portions of the Subject Properties are already located within the Village of Wilmette, the annexation will have no impact on the application of Village land use regulations. The annexation in fact will remove any future questions regarding which jurisdiction’s (Wilmette or County) regulations should apply to work being done on the properties.

3.25 Mr. Canning said that Dr. Fox was making precisely the same request for both 56 Indian Hill Road and 39 Locust Road. The southern portion of each lot is in Wilmette and the northern portion is in unincorporated Cook County. The exact same situation as when the Commission voted to annex in the 70-77 Indian Hill Road case. To deny this case, literally down the road from the prior annexation last year would fly in the face of the Commission’s recent precedent. The decision to annex is in the sole discretion of the Village. Not the applicant, not the neighbors, and not residents of Winnetka. The Plan Commission should grant the petition to annex in keeping with its recent precedent.

3.26 Mr. Canning said that after the commission acts on the annexation, the rezoning can be addressed. He reminded the Commission that once property is annexed into the Village of Wilmette, it is annexed as R zoned property. He explained that Dr. Fox is looking for the northern portion of 56 Indian Hill be rezoned upon annexation to R1-C because the southern portion is zoned R1-C. This would make the zoning of 56 Indian Hill consistent. This would not be spot zoning as the R1-C zoning is consistent with the zoning along Kenilworth Avenue, Gant Street, Cleveland and Dartmouth. He explained that 56 Indian Hill is not large enough to meet the R zoning district requirements.

4.0 INTERESTED PARTIES

4.1 Persons speaking on the application

4.1.1 Gerald Callaghan, Attorney, O’Donnell Callaghan LLC
28045 N. Ashley Circle, Suite 101
Libertyville, IL 60048

4.1.2 Matthew Herman, 41 Locust Road, Winnetka, IL
4.2 **Summary of Comments**

4.21 (after 5.17) Mr. Callaghan advised, via his law firm, that he is presenting five clients. He referenced a letter dated November 12th and photographs of flooding in the area. Mr. Callaghan cited that the reasons the neighbors oppose the annexation.

Development in accordance with the annexation and rezoning would change the character of the surrounding area. To the north is the Indian Hill community and to the west of Locust, other large lots. These are all on parcels zoned R3 in the County where the minimum lot size is 40,000 sq. ft. Currently there are two homes on the subject properties. One on 39 Locust and one on 56 Indian Hill. By his calculations it appeared that you could get at least six homes on those parcels under the requested annexation and rezoning. You need to look out to the future even if there is not a current proposal. That is one of the concerns the neighbors have. The increased density would not be consistent with the character of the surrounding area. Once this is annexed and zoned, the Village cannot do anything to stop development of the property if it all the bulk standards of the zoning ordinance are met. You would have to approve the subdivision as that is a ministerial function, not a discretionary function. Annexation is discretionary but subdivision is not. Not knowing what is coming is the concern of the neighbors.

There is a transitional zoning that Wilmette has between the Indian Hill community and Wilmette, and it is R zoning. However, in this area for some reason it is R1-C, which is about three times more density than the R zoning. Another concern is this area is treated differently than others and really for no apparent reason.

There is a lot of serious flooding. If there are six houses in the future, there will be more impervious surface and more impact on flooding and drainage. His letter mentioned a 2017 study that the Village was part of that analyzed an MWRD interceptor that joins the Village’s collection system only a couple of blocks east of the subject properties. The interceptor goes under the golf course. In that report it said the design capacity for the interceptor study was supposed to provide 50 years of protection from basement backups in the area, but in practice it has only provided three years of protection. One of the reasons given was stormwater infiltration into the interceptor. One of the photos submitted showed the flooding on Indian Hill Road. This area just doesn’t drain well and this development in accordance with what is requested would not help the situation and would make it worse.

The additional development and flooding would affect mature trees. The submitted photos show trees surrounded by water. If flooding is increased, trees on neighboring properties could be affected as well and they could lose trees.

The neighbors believe the added density, change in character of the area, and additional flooding will reduce their property values. The proposed annexation and rezoning are contrary to policies in the Village’s Comprehensive Plan. He
said Mr. Herman was going to speak about the Comprehensive Plan, so he will not go into detail, and let his letter speak for itself.

Mr. Callaghan summarized that the neighbors believe these issues would devalue their property values. He noted communities generally do not annex properties without plans. That is why annexation agreements exist. They last 20 years and can specify what can and cannot be done and can put limitations on the property.

Mr. Callaghan said even if Dr. Fox had no plans to do anything else, he could sell the properties to a developer who would seek further subdivision of the property. He said the houses are over 60 years old and have existed as is. He said until a plan is submitted, this should not be annexed.

He said there was a comment that 39 Locust isn’t being rezoned, but he said it was because it is currently zoned for 40,000 square foot lots under the county’s zoning. The property is about 45,000 square feet today and the zoning district in Wilmette when annexed allows 15,000 square foot lots. He said if this is granted, there would be no control, but you have power if you wait to see what is proposed.

In conclusion, his clients object to the proposed annexation and rezoning and request that the Commission recommend denial of the requests to the Village Board.

4.22 Mr. Herman said the thrust of the Commission’s questions were getting at what the neighbors fear the underlying motivation of the request is. As Mr. Callaghan shared, the northern portion of the 39 Locust is zoned R3 in the county, which requires 40,000 square foot lots. The largest zoning in Wilmette requires 15,000 square feet lots. He said the applicant applied to subdivide the Locust property and has since withdrawn that request. The annexation would reduce the required lot size from 40,000 square feet to 15,000 square feet. When asked why annex 39 Locust Road, the applicant said to improve his driveway on 56 Indian Hill, but does that make sense when he paid over $1,000,000 for the 39 Locust property.

4.23 Mr. Herman said many of the neighbors are strenuously opposed to the annexation and rezoning. They felt it was best for the Commission to hear their concerns from one neighbor rather than have the Commission listen to similar comments over and over again.

When he first heard about the prior plans that have now been replaced by the more recent plans, his first impression was that it was aggressive. His natural instinct with these types of requests is to ignore them but when he took a closer look at the requests, he was struck by how objectively aggressive and unfair the request was. This wasn’t based on his or his neighbor’s feelings but based on the criteria laid out in the Village of Wilmette’s very own Comprehensive Plan. In the majority of cases where the criteria are applicable, the proposal for rezoning and annexation violates Wilmette’s Comprehensive Plan guidelines. One example is the annexation criteria that states, “Are existing Village zoning and subdivision regulations compatible with the existing development pattern of the annexed area?” He doesn’t believe they are, specifically with regards to 39 Locust Road with the unincorporated portion being zoned for a minimum of 40,000 square
foot lots, which is consistent with the surrounding development pattern. If annexed the Village of Wilmette’s largest zoning classification allows for 15,000 square foot lots. 40,000 square feet and 15,000 square feet are not the same. The zoning regulations are not the same. To argue any differently would be to argue that a football field with 37.5 yards between the endzones was compatible with 100-yard football fields.

The proposed annexation and rezoning could lead to a three-fold increase in housing density in the affected area, from two houses to six. As Mr. Callaghan said, once the annexation and rezoning are granted, there is nothing you can do to stop it. This would drastically change the character of the neighborhood.

The area already floods, and the water can be measured in feet. Storm sewers are often overwhelmed as their submitted photos show. If the proposed annexation and rezoning are approved the Village will be green lighting an aggressive threefold increase in the area with no recourse to prevent it in the future. The last thing this area needs is increased development and more impervious surfaces, and the Village is aware of these problems.

It appears Dr. Fox has hired Mr. Canning to attempt to influence this process and to carefully cherry pick the minority of the Village’s land use criteria that are plausibly not violated by this egregious request, while ignoring the majority of the criteria related to the annexation and rezoning.

Mr. Herman advised the reason his wife and he purchased their home is because they love the neighborhood. They naturally assumed the neighborhood would look similar five years later, ten years later, twenty years later. He found it alarming that such an aggressive could potentially move forward without an adequate description of their plans. Please do not approve this aggressive and unfair proposal.

4.24 Chairman Bradford asked if there are further comments. As there were none, he closed this portion of public comments.

4.25 Ms. Roberts noted there is no one in the YouTube chat.

5.0 VIEWS EXPRESSED BY THE PLAN COMMISSION

5.1 Chairman Bradford asked if Commissioners have questions.

5.2 Commissioner DiGrino asked what the applicant can’t do today that the annexation and rezoning would allow. Mr. Canning explained that Cook County would need to be involved if they wanted to do anything on the northern portions of the properties. Dr. Fox would rather the properties be in the Village of Wilmette and deal with the Village, rather than two different jurisdictions.

5.3 Commissioner DiGrino said she understood that the subdivision request was withdrawn and the rationale for wanting to deal with one jurisdiction. What she didn’t see was the opportunity for the Commission to implement standard 5,
which is whether the annexation will assure sound development of the annexed area. This is because no proposal was presented for what that development would look like. We are at the point of making a discretionary decision whether to annex the property into the Village. She didn’t feel she could exercise that discretion, make that decision, in the abstract without a development plan, particularly when there are concerns raised about the impact of future development.

5.4 Commissioner Head said he understand the zoning rationale that Mr. Canning described, but he doesn’t understand what the motivation is as it relates to the larger property. He said it is an unusual situation to have the Village boundary running through the middle of the house, but why after living at the property is he doing it now.

5.5 Dr. Fox advised the goal is to reorient the driveway at 56 Indian Hill to the northwest. He noted this would require a small portion of 39 Locust in order to effect that change. Staff advised him that reorienting the drive would be easier if they were acquiring Wilmette property to Wilmette property. He believed that the Commission and many of the neighbors are concerned about the development side of 39 Locust, and he is sure they will touch on that later. He stated as far as annexing the small sliver of 56 Indian Hill, the purpose is to reformat the driveway for better ingress, egress and privacy. He noted this is a dangerous traffic situation and explained that two cars cannot pass without another pulling over. If approved, there would be a shoulder on the driveway and an eyebrow (north of the front door) so motorists could safely pass. This is already difficult for cars let alone trucks; he wants to alleviate the risk by reformatting the 56 Indian Hill driveway.

5.5 Mr. Canning said there is no curb, no gutter, and no sidewalk. When Dr. Fox talks about a dangerous condition, it isn’t just for his family, but all motorists and pedestrians (at the bend where Indian Hill Road goes east-west and turns and goes northwest).

5.6 Commissioner Head wondered why they didn’t have the plan. He doesn’t have a problem with the idea as it seems to make sense. He asked why they haven’t seen the proposed site layout even if there are multiple steps involved. He understood why the neighbors might be concerned as there no plans on what is to be done.

5.7 Dr. Fox advised the purpose is to address the annexation (not subdivision). He noted plenty of information would be submitted later when they reach the next step. He wanted to ensure the Commissioners that a fast one is not being pulled here. He read all the letters submitted to the Village and there is a lot of misinformation and even some disinformation. He shared that the property at 39 Locust was on the market for two years; it is unsalvageable. He noted he and his wife have lived at 56 Indian Hill for two years and wish to improve ingress, egress, and provide a little more privacy and hopefully solve some of the safety issues.

Dr. Fox was troubled by the misinformation that is out there because since February he has not been contacted by anyone in the neighborhood. He did not know where the misinformation is coming from. He said he was told procedurally
the first thing that is done is the annexation, and nothing can be done with his driveway or 39 Locust without taking the next procedural steps.

He said they have lived in the Indian Hill area for 32 years. He served as President of the Indian Hill Road Association for over twenty years. He also chaired the forestry commission in Winnetka. Through all of this he learned how the neighborhood was run and forestry practice. He said he was committed to protecting the neighborhood. The reason he bought the property was to change his driveway and protect 39 Locust from over development. He prefers handling this in Wilmette rather than both Cook County and Wilmette.

5.8 Mr. Canning explained that if annexation isn’t approved, anything done to the driveway will have to go to the County. He said because of this it was logical to complete the annexation and rezoning and then submit the driveway plan to the Village for approval. Mr. Canning said at that point, the front yard of the property would be off Grant Street and asked Mr. Adler to confirm. Mr. Adler said as it stands today Grant is the front yard because Indian Hill is a private street.

5.9 Mr. Sheperd asked if there is a way to memorialize what is proposed to be done since it was stated that 56 Indian Hill could be subdivided into additional lots. Dr. Fox said if they were to split 56 Indian Hill Road into two lots (which is cost prohibitive), there would be one lot with no access on a Wilmette street. Mr. Adler said while he hasn’t laid it out, it appears that 56 Indian Hill could be divided east-west, not north-south, to get the lot width and square footage fronting on Grant. He noted there could be an agreement to not allow the subdivision of the property if the applicant agreed to it.

5.10 Commissioner DiGrino said it’s more about the property on Locust Road. She said if this is to relocate the driveway on the Indian Hill property, it seems like the annexation of the northern portions of both 56 Indian Hill and 39 Locust have broader implications and may be more of an intensive application then is required. She asked if it was possible to more narrowly define the request to address the driveway objective. If there is a broader objective afoot, the Commission needs to understand the full implications of that. Chairman Bradford said the driveway discussion is only for Indian Hill Road and the request for rezoning is only for 56 Indian Hill Road.

5.11 Commissioner DiGrino asked if it was possible for the application to be bifurcated. If just the annexation and rezoning of 56 Indian Hill is granted, that should accomplish the driveway objective. She still did not understand how the 39 Locust request is related to the driveway.

5.11 Mr. Canning asked Mr. Adler to share the aerial map again.

5.12 Commissioner Ghaemi concurred and believes if the annexations could be split up, it would be better. She also wonders about the annexation of 39 Locust and understands the neighbors’ concerns.
Mr. Canning said to improve the driveway, some portion of 39 Locust would be needed for the expansion. He said Dr. Fox purchased 39 Locust so that some portion of 39 Locust could be combined with 56 Indian Hill to improve the driveway. If the annexation of the properties did not go through, then any improvement to the drive would have to be approved by both the County and Village.

Commissioner DiGrino wanted to be sure she understood the situation. She said the driveway needs a part of the 39 Locust property. The request is to annex the northern portion of 39 Locust so you can combine whatever piece you need from 39 Locust, with 56 Indian Hill so the driveway could be improved.

Dr. Fox said they would acquire a sliver. Commissioner DiGrino asked and Dr. Fox responded that they own both properties. Mr. Canning reminded that a plan would be submitted to Staff (per Village requirements).

Mr. Adler said related to Commissioner DiGrino’s question about future development, there was a subdivision request for 39 Locust that was withdrawn and at least one Commissioner would like to know what might happen on 39 Locust. He said the Commission now knows the reason to annex 56 Indian Hill and the use of a portion of 39 Locust to improve the driveway. Mr. Adler asked if the withdrawn subdivision was still the intent of the applicant.

Ms. DiGrino stated she doesn’t understand why a portion of 39 Locust couldn’t be taken and platted as part of 56 Indian Hill. Then 56 Indian Hill and whatever portion of 39 Locust needed for the driveway could be annexed. She asked if a subdivision is necessary to affect that transfer. She thought because the applicant owned both properties it may be exempt under the plat act. Mr. Adler advised it may not be necessary. He noted that the applicant recently provided some concepts on how the driveway may be changed. Staff still needs to review to determine if the proposed work conforms to zoning.

Chairman Bradford asked for public comments. Mr. Adler advised that Mr. Gerald Callaghan is representing several neighbors. Chairman Bradford asked that audience members not repeat comments.

Dr. Fox asked if procedurally the Commission is dealing just with the annexation of 56 Indian Hill tonight, or is it also dealing with the annexation of 39 Locust Road as well?

Chairman Bradford answered that currently, the application is for annexation of both properties. Now, we had the option of amending the application to split them apart, and we could vote on them separately. Dr. Fox said this issue has been pushed forward over eight months, primarily due to COVID and a continuation that the neighbors requested, and he agreed to in March. Because of the delay he thinks all parties involved here would like to see some type of resolution. He said the elephant in the room was a deed restriction that may exist on 39 Locust. He said Mr. Callaghan reference that in his letter and asked if Mr. Callaghan would be willing to address that.
5.20 Mr. Callaghan said he raised the subdivision restriction because it was on a survey that he believes came from the applicant. That's the reason he raised it. He said it would probably take some digging to show if the restriction on subdividing the property was still valid.

5.21 Mr. Canning said he has asked Chicago Title to get into the Cook County recorder's office to better understand the restriction. In the several months that he has been involved, Chicago Title has not been able to accomplish this. He has talked to other lawyers and real estate professionals who have said that getting access to the Cook County Recorder of Deeds office has been very difficult since the beginning of the quarantine.

5.22 Mr. Callaghan said brought the deed restriction to the Plan Commission’s attention because it is on the survey. He suggested that one way to address this was to ask the applicant to limit 39 Locust to one house.

5.23 Dr. Fox said as the situation stands right now they are trying to do their due diligence on this, but as things stand right now, there is a deed restriction on 39 Locust that would limit any future development to one residence, not four.

5.24 Mr. Callaghan said since it isn't known if it's a valid and effective deed restriction, the validity of the restriction is still an open issue. If Dr. Fox was willing to place a new restriction on the 39 Locust property, that might solve the problem for the Locust property.

5.25 Dr. Fox said that wouldn't solve the problem with 56 Indian Hill that he was allegedly going to split into two properties. Does it?

5.26 Mr. Callaghan agreed and said if Dr. Fox could show a plan where he needed a little sliver of 39 Locust for a driveway, and 39 Locust can only have one house on it, that would fill in some of the blanks that were raised by the neighbors.

5.27 Dr. Fox said he thought that would fill in all the blanks? Chairman Bradford agreed.

5.28 Dr. Fox said 39 Locust is 64,000 square feet, far larger than any of the other properties on Locust. His original plan was to subdivide 39 Locust into two properties, not four properties. The north lot would be roughly an acre or 44,000 square feet. The south lot would be approximately one-half acre. They were then appraised of the deed restriction and obviously they are not going to subdivide a property that can't be subdivided. This is the reason the application for subdivision was withdrawn. It would be very helpful to know if the deed restriction, which was filed in 1926, is still enforceable.

5.29 Chairman Bradford recognized Mr. Herman who had a question. Mr. Herman said even if the restriction is currently enforceable, it may expire in the future. Dr. Fox said that wouldn't be the case if a new restriction was put in place. Mr. Herman said if Dr. Fox were willing to talk to all of his neighbors and lay out a specific
plan for the properties and put on effective restrictions that were legally binding, he didn’t think anybody would have a problem with him approving his driveway at 56 Indian Hill.

5.30 Mr. Herman said if the applicant were forthcoming about a plan and there were the appropriate protections in place, this would be a very short hearing. But the applicant tried to subdivide the property and now they're trying to backdoor subdivide by getting the property annexed.

5.31 Chairman Bradford said his understanding is that we have two issues. One is the desire of the applicant to improve driveway access to his property at 56 Indian Hill Road and to do this he needs to acquire a portion small portion of property from 39 Locust Road. The portion of 39 Locust Road in question is part of unincorporated Cook County. The other issue that he is hearing is the neighbors are concerned by the potential subdivision of 39 Locust Road, and even if we were to bifurcate the request to approve annexation of 56 Indian Hill Road and not 39 Locust Road, at some point we would have to come back again and annex the sliver of acquired property from 39 Locust Road to the village to allow Dr. Fox to do his driveway improvements. He asked if that was a fair characterization? Mr. Adler answered yes.

5.32 Chairman Bradford said the Commission can proceed with the agreement of the applicant to bifurcate the cases and vote separately on the annexation of the two properties, and then vote on the zoning change for 56 Indian Hill. He said it was his preference that Dr Fox go ahead and proceed with acquiring and making the transfer of the property from 39 Locust to 56 Indian Hill, then come back with a revised case. He asked for comments from other commissioners.

5.33 Commissioner Head agreed that was a good approach. Commissioner Sheperd agreed that would make sense right now.

5.34 Commissioner Ghaemi asked if the deed the restriction would have any effect? Chairman Bradford answered that he is focusing on trying to get Dr. Fox his driveway correction and we may be able to do that by putting 39 Locust aside since that doesn't appear to be the immediate concern. Commissioner Ghaemi said she understood that but would it be a problem to take that sliver if there is a deed restriction on that property. Chairman Bradford said while he isn’t an attorney and hasn’t read the deed restriction, if the restriction is on the number of structures built on the property, the size of a lot does not necessarily dictate that.

5.35 Mr. Canning said the deed restriction is a private agreement, which the village is not a party to it. Because of this the Village would be standing on the sidelines and Doctor Fox and whoever would enforce the deed restriction.

5.36 Commissioner DiGrino agreed that the Village would not be a party to the restriction, but it is nonetheless relevant information to have in evaluating the request as it relates to 39 Locust Road. Because of this, she would be interested in understanding it.
5.37 Chairman Bradford asked for further comments from other commissioners. There were none.

5.38 Mr. Callaghan asked to make an additional comment. If there will be a shifting of property lines to accommodate the driveway, it might be possible to add enough square footage to 56 Indian Hill so that property would be 15,000 square feet and could be zoned R and not R1-C. It would be more comforting to the neighbors to know that there could be only one house. Mr. Adler said it might be better to limit the subdivision of the property through an annexation agreement because the rezoning to R would make the existing house nonconforming because of the larger setback requirements of the R district.

5.39 Chairman Bradford said we have several options. We can move to have the application as submitted voted on, we can amend the application, or we can continue. He asked Dr. Fox and Mr. Canning how they would like to proceed.

5.40 Mr. Canning asked if one of Chairman Bradford’s considerations was to table 39 Locust and proceed with 56 Indian Hill. Chairman Bradford answered that is one option. Mr. Canning said that was okay because he didn’t believe under the statute, they are allowed to withdraw an annexation petition, but tabling might be one option.

5.41 Mr. Adler said if the applicant agrees, he would recommend tabling so that Dr. Fox can determine the amount of property to be taken from 39 Locust for the driveway and the Village to determine what approvals would be required. We already know there will most likely be zoning issues with a change to the driveway given the layout of the property. We want to be confident that Dr. Fox is going to be able to change his driveway like he wants before he transfers any of the 39 Locust property.

5.42 Mr. Canning wanted to reinforce that point, because to undertake this plan without annexation shouldn't be a futile gesture. The plan that will be worked on with staff will have to assume annexation of 56 Indian Hill and the appropriate portion of 39 Locust.

5.43 Chairman Bradford agreed with Mr. Canning because the whole review process will be different if there is still a portion of the property in Cook County. Because of this it makes sense to have the driveway change go through the local authority having jurisdiction as opposed to Cook County. Mr. Canning said that has always been their intent.

5.44 Chairman Bradford recognized Mr. Herman. Mr. Herman said he couldn’t speak for everybody, but he wouldn’t have a problem with Dr. Fox taking 300 square feet, 400 square feet or whatever he needs from 39 Locust to accomplished what he wants to accomplish with his driveway.

5.45 Chairman Bradford asked if there were any other comments before he closed the public comment section of the hearing. There were none. He explained that the
Commission was going to make several motions. The first was to entertain a motion to split case 2020-P-01 into two cases. One for the annexation of property at 56 Indian Hill Road and the second one for the annexation of 39 Locust. The next motion would be to continue the annexation of 39 Locust Road to a date in the future to be determined. After that motion we would have a motion to approve the annexation of 56 Indian Hill Road, followed by a motion to rezone the annexed portion of 56 Indian Hill Road from R to R1-C.

6.0 DECISION

6.1 Commissioner Sheperd moved to split case 2020-P-01 for Annexation of the north portions of 39 Locust Road and 56 Indian Hill Road that are currently in unincorporated Cook County.

6.11 Commissioner DiGrino seconded the motion.

6.12 The vote was as follows:

<table>
<thead>
<tr>
<th>Name</th>
<th>Vote</th>
</tr>
</thead>
<tbody>
<tr>
<td>William Bradford, Chairman</td>
<td>Yes</td>
</tr>
<tr>
<td>Mariah DiGrino</td>
<td>Yes</td>
</tr>
<tr>
<td>Homa Ghaemi</td>
<td>Yes</td>
</tr>
<tr>
<td>Jeffrey Head</td>
<td>Yes</td>
</tr>
<tr>
<td>Steven Schwab</td>
<td>Absent</td>
</tr>
<tr>
<td>Justin Sheperd</td>
<td>Yes</td>
</tr>
<tr>
<td>Michael Taylor</td>
<td>Yes</td>
</tr>
</tbody>
</table>

6.2 Commissioner Ghaemi moved to continue the case at 39 Locust Road.

6.21 Commissioner Sheperd seconded the motion.

6.22 The vote was as follows:

<table>
<thead>
<tr>
<th>Name</th>
<th>Vote</th>
</tr>
</thead>
<tbody>
<tr>
<td>William Bradford, Chairman</td>
<td>Yes</td>
</tr>
<tr>
<td>Mariah DiGrino</td>
<td>Yes</td>
</tr>
<tr>
<td>Homa Ghaemi</td>
<td>Yes</td>
</tr>
<tr>
<td>Jeffrey Head</td>
<td>Yes</td>
</tr>
<tr>
<td>Steven Schwab</td>
<td>Absent</td>
</tr>
<tr>
<td>Justin Sheperd</td>
<td>Yes</td>
</tr>
<tr>
<td>Michael Taylor</td>
<td>Yes</td>
</tr>
</tbody>
</table>

6.3 Commissioner Sheperd moved to approve the Annexation of 56 Indian Hill Road currently in unincorporated Cook County as shown.

6.31 Commissioner Ghaemi seconded the motion.
6.32 The vote was as follows:

<table>
<thead>
<tr>
<th>Name</th>
<th>Vote</th>
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</thead>
<tbody>
<tr>
<td>William Bradford, Chairman</td>
<td>Yes</td>
</tr>
<tr>
<td>Mariah DiGrino</td>
<td>Yes</td>
</tr>
<tr>
<td>Homa Ghaemi</td>
<td>Yes</td>
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<tr>
<td>Jeffrey Head</td>
<td>Yes</td>
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<tr>
<td>Steven Schwab</td>
<td>Absent</td>
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<tr>
<td>Justin Sheperd</td>
<td>Yes</td>
</tr>
<tr>
<td>Michael Taylor</td>
<td>Yes</td>
</tr>
</tbody>
</table>

6.4 Commissioner Taylor moved to approve the rezoning from R to R1-C, the north portion of 56 Indian Hill Road that is currently in unincorporated Cook County for case number 2020-SZC-02.

6.41 Commissioner DiGrino seconded the motion.

6.42 The vote was as follows:

<table>
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<tr>
<th>Name</th>
<th>Vote</th>
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</thead>
<tbody>
<tr>
<td>William Bradford, Chairman</td>
<td>Yes</td>
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<tr>
<td>Mariah DiGrino</td>
<td>Yes</td>
</tr>
<tr>
<td>Homa Ghaemi</td>
<td>Yes</td>
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<tr>
<td>Jeffrey Head</td>
<td>Yes</td>
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<tr>
<td>Steven Schwab</td>
<td>Absent</td>
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<tr>
<td>Justin Sheperd</td>
<td>Yes</td>
</tr>
<tr>
<td>Michael Taylor</td>
<td>Yes</td>
</tr>
</tbody>
</table>

Motions were approved. The subject requests will be on the December 8, 2020, Village Board agenda. Chairman Bradford thanked everyone for joining this meeting.

6.5 Commissioner DiGrino moved to authorize the Chairman to prepare the report and recommendation for all motions of the Plan Commission for case numbers 2020-P-01 and 2020-SZC-02.

6.51 Commissioner Sheperd seconded the motion.

6.2 The vote was as follows:

<table>
<thead>
<tr>
<th>Name</th>
<th>Vote</th>
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</thead>
<tbody>
<tr>
<td>William Bradford, Chairman</td>
<td>Yes</td>
</tr>
<tr>
<td>Mariah DiGrino</td>
<td>Yes</td>
</tr>
<tr>
<td>Homa Ghaemi</td>
<td>Yes</td>
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<tr>
<td>Jeffrey Head</td>
<td>Yes</td>
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<tr>
<td>Steven Schwab</td>
<td>Absent</td>
</tr>
<tr>
<td>Justin Sheperd</td>
<td>Yes</td>
</tr>
<tr>
<td>Michael Taylor</td>
<td>Yes</td>
</tr>
</tbody>
</table>
7.0 FINDINGS OF FACT UPON WHICH THE DECISION WAS BASED

The Plan Commission finds that the proposed annexation is consistent with criteria contained in Comprehensive Plan Chapter 3 Land Use, Policy Two. The annexing of the northern portion of the parcel so all of 56 Indian Hill Road will be in the Village of Wilmette makes sense. The applicant has indicated that their intent is not to subdivide the property but to improve the ingress and egress of the current driveway and make the portion of Indian Hill Road adjacent to 56 Indian Hill safer.

The Special Zoning Committee find that the proposed rezoning from R to R1-C of the to be annexed portion of 56 Indian Hill meets the standards for a text amendment. The proposed rezoning makes sense because the existing house was developed under the Village’s R-1 zoning and the R zoning district has different setback and height requirements than the R1-C zoning district.

8.0 RECOMMENDATION

The Plan Commission recommends the approval of the Annexation of 56 Indian Hill Road currently in unincorporated Cook County as shown.

After and conditioned upon annexation, the rezoning from R to R1-C, the north portion of 56 Indian Hill Road that is currently in unincorporated Cook County.
1. **PETITIONER AND OWNER INFORMATION**

   Beach Club 100, LLC James L. Fox, Jr., Manager; and James L. Fox, Jr., Trustee

   Petitioner's Name: and Ann Creevy Fox, Trustee

   Property Address: 39 Locust Road and 56 Indian Hill Road, Winnetka, IL 60093

   Mailing Address (if different): 56 Indian Hill Road, Winnetka, IL 60093

   Daytime Phone: 847-373-6379

   Email: jlf@aol.com

   Petitioner's Signature: ___________________________ Date: 3-9-20

   Are you the legal owner of the property? **YES** ☑ **NO** ☐

   If not, state the owner’s name, address and phone number and submit his/her signature here or in a letter of authorization.

   Owner’s Name: ___________________________

   Owner’s Address: ___________________________

   Owner’s Daytime Phone: ___________________________

   Owner’s Email: ___________________________

   Owner’s Signature: ___________________________ Date: ___________________________

   Letter of Authorization Attached

2. **PROPERTY DESCRIPTION**

   Legal Description of the property (if different than what is on the Plat of Survey):

   ___________________________

   ___________________________

   Present Use: Residential
3. **DESCRIPTION OF REQUEST**

Application for: Annexation ☒

Briefly describe the request: To annex the portions of 39 Locust Road and 56 Indian Hill Road, currently in unincorporated Cook County, into the Village of Wilmette (see attached plat of annexation); subsequent to annexation, to resubdivide 39 Locust Road into 2 lots; and, subsequent to annexation, to re-zone the northern portion of 56 Indian Hill Road from the R district to the R-1C district (see attached legal description).

4. **CHECKLIST OF COMPLETE SUBMITTALS**

Please check off those attachments being submitted with this application. *Please note: applications are scheduled in order of filing date, with complete applications being scheduled first.*

Required Submittals
- ☒ Filing Fee ($777)
- ☒ Evidence of Ownership
- ☒ Annexation Plat
- ☒ Plat of Survey of Existing Property/Properties
- ☒ Annexation Petition

---

All correspondence should be addressed to:

**Community Development Department**

**Village of Wilmette**

**1200 Wilmette Avenue**

**Wilmette, IL 60091**
1. **PETITIONER AND OWNER INFORMATION**

   James L. Fox, Jr., Trustee and Ann Crevey Fox, Trustee

   Petitioner's Name: Ann Crevey Fox, Trustee

   Property Address: 39 Locust Rd. and 56 Indian Hill Rd., Winnetka, IL 60093

   Mailing Address (if different from above): 56 Indian Hill Rd., Winnetka, IL 60093

   Business Phone: 847-373-6379

   Home Phone:

   Petitioner's Signature

   Date: 3/9/20

   Are you the legal owner of the property? YES ☑ NO ☐

   If not, state the owner’s name, address and phone number and submit his/her signature here or in a letter of authorization.

   Owner’s Name: 

   Business Phone: 

   Home Phone:

   Owner’s Address: 

   Owner’s Signature

   Date

   ☐ Letter of Authorization Attached

2. **PROPERTY DESCRIPTION**

   General location of petitioned property (cross streets and nearby landmarks):

   East of Locust Road, South and West of Indian Hill Road, at the north end of Grant Street.

   Legal Description of the property (as shown on the Plat of Survey):

   See legal description attached
Present Use: Residential

3. DESCRIPTION OF REQUEST

Application for: Rezoning ø Text Amendment ø

Briefly describe the request: To re-zone the northern portion of 56 Indian Hill Road from the R to the R-1C zoning district.

Please attach a separate letter addressed to the Special Zoning Committee stating how this request conforms to the standards for a rezoning/amendment as set forth in the Village of Wilmette Comprehensive Plan.

4. STAFF INFORMATION (Please do not write below this point)

CASE #: ____________________________

AMOUNT OF FEE: ____________________________

DATE OF APPLICATION: ____________________________

DATE OF HEARING: ____________________________

LEGAL NOTICE: ____________________________

POSTING: ____________________________

RECOMMENDATION OF ZBA: ____________________________

DATE TO VILLAGE BOARD: ____________________________

ACTION BY VILLAGE BOARD: ____________________________

VILLAGE BOARD MINUTES DATED: ____________________________

ORDINANCE NO.: ____________________________

All correspondence should be addressed to the Director of Community Development, Village of Wilmette, 1200 Wilmette Avenue, Wilmette, IL 60091.
October 13, 2020

VIA EMAIL
John Adler
Director of Community Development
Village of Wilmette
1200 Wilmette Avenue
Wilmette, IL 60091

Re: Annexation Matter with Village of Wilmette 39 Locust Road and 56 Indian Hill Road.

Dear Mr. Adler,

I am writing on behalf of Beach Club 100 regarding their Annexation Petition filed March 24, 2020. My clients ask that the Plan Commission schedule a hearing on the Annexation Petition at their earliest opportunity. My clients also ask that with respect to the Application for Public Hearing dated March 9, 2020, that their request to rezone the northern portion of 56 Indian Hill Road from the R District to the R-1C District be referred by the Village Board to the Plan Commission sitting as a Special Zoning Committee. At this time Beach Club 100 is withdrawing its request to subdivide 39 Locust Road into two (2) lots subsequent to Annexation. Please let me know when the matter will be heard by the Plan Commission. Thank you.

Very truly yours,

Christopher S. Canning
October 21, 2020

VIA EMAIL
Plan Commission
Village of Wilmette
c/o John Adler
Director of Community Development
Village of Wilmette
1200 Wilmette Avenue
Wilmette, IL 60091

Re:  Annexation Matter with Village of Wilmette 39 Locust Road and 56 Indian Hill Road.

Dear Mr. Adler,

I am writing on behalf of Beach Club 100 regarding their Annexation Petition filed March 24, 2020. I am writing to supplement the Annexation Petition and supporting documents filed pursuant to 65 ILCS 5/7-1/8.

In addition to complying with State law, all Annexation Petitions in Wilmette must also be reviewed pursuant to the 2000 Comprehensive Plan. As set forth below, the Annexation Petition brought by Beach Club 100 meets the goals and policies of the Comprehensive Plan.

The Comprehensive Plan provides that “Policy Two: Assess all requests for annexation based upon the following criteria:

1. Will the new municipal borders have logical boundaries based on natural features, public improvements, and community orientation?

Response: The new municipal border will be contiguous to the current north border of Wilmette and will be separated from unincorporated Cook County and the Village of Winnetka along Indian Hill Road.
2. Can the annexed area become an integral part of the community and not an isolated enclave?

Response: Yes. With respect to the Annexation of that portion of 56 Indian Hill Road, the southern portion of the property is in Wilmette and is adjacent to Grant Street and the homes on Kenilworth Avenue. As for the Annexation of 39 Locust Road, the southern portion of the property is in Wilmette and is adjacent to Grant Street so both parcels are already part of the community.

3. Can the annexed area be served by Village Utilities and services without undue difficulty or economic penalty to the Village and property owners?

Response: The annexed areas are already being served by Village utilities.

4. Are existing Village zoning and subdivision regulations compatible with the existing development pattern of the annexed area.

Response: Yes. All parcels annexed into the Village become part of the R Zoning District. For 56 Indian Hill Road, the Applicants are seeking rezoning of the annexed area to the R-1 C Zone since the southern portion of the lot is currently in the Village’s R-1-C Zone. With respect to the 39 Locust Road parcel, it will remain in the R Zoning District and it meets the requirements of that District.

5. Will annexation and the subsequent application of Village land use regulations improve existing conditions in or assure the sound development of the annexed area?

Response: Yes. With respect to 56 Indian Hill Road, the annexed area will be used by rezoned so that the entire parcel will be in a single zoning district thus allowing for consistent application of the Village land use regulations. As for 39 Locust Road, annexation will permit the Village of Wilmette regulations to assure sound development of the annexed area, if any, rather than Cook County Zoning regulations.

Since the Annexation Petition meets the requirements of State law and the Comprehensive Plan, they ask that the Plan Commission recommend approval of their application. We look forward to the opportunity to appear at the Public Hearing on the application and answer any questions the Plan Commission may have.

Thank you for your consideration of this request.

Very truly yours,

Christopher S. Canning
October 21, 2020

VIA EMAIL
Plan Commission
Village of Wilmette
c/o John Adler
Director of Community Development
Village of Wilmette
1200 Wilmette Avenue
Wilmette, IL 60091

Re: Annexation Matter with Village of Wilmette 39 Locust Road and 56 Indian Hill Road.

Dear Mr. Adler,

I am writing on behalf of Beach Club 100 regarding their Annexation Petition filed March 24, 2020. I am writing to supplement the Annexation Petition and supporting documents filed pursuant to 65 ILCS 5/7-1/8 and the request for Rezoning.

In addition to complying with State law, all requests for Rezoning in Wilmette must also be reviewed pursuant to the 2000 Comprehensive Plan and the Zoning Ordinance. As set forth below, the request for Rezoning brought by Beach Club 100 meets the goals and policies of the Comprehensive Plan and the Zoning Ordinance.

The Comprehensive Plan provides that:

Petitions for zoning variations, special uses, and rezoning are regularly received, and small-scale land use decisions are made accordingly. Given that a series of land use decisions may have a cumulative impact on an area over time, those decisions should be made within a planning context and with consistency.
Policy One: When assessing the reasonableness of land use changes within the community, the following factors should be considered.

1. Compatibility with the existing development pattern and the zoning of nearby properties.

Response: The southern portion of the parcel is currently zoned R-1C so rezoning the northern portion of the parcel to R-1C would make the entire parcel consistent for zoning purposes.

2. Changes in the circumstances upon which the original zoning designation was based.

Response: Not applicable.

3. Major changes in land uses or conditions since the zoning was established.

Response: Not applicable.

4. Conformance of the current zoning and the proposed zoning to the current Comprehensive Plan.

Response: Rezoning would allow the entire lot to be zoned R 1-C.

5. Satisfaction of a public need by the proposed use.

Response: Not applicable.

6. Suitability of the subject property for the zoned purpose and the proposed use and purpose.

Response: The entire parcel contains a single-family home and after rezoning will continue to contain a single-family home. The southern portion of the lot is in the R 1-C district and the intent of the rezoning of the northern portion of the lot is to bring it into the same zoning district.

7. Availability of sites for the proposed use in existing districts permitting such use.

Response: Not applicable.

8. Compliance of the present development of the area with existing ordinances.

Response: Once annexed the entire parcel will comply with the requirements of the R-1C Zoning District.
9. **Possible unreasonable hardship imposed by the existing zoning.**

Response: It would be a hardship to the Applicant if part of the parcel were zoned R and the other part of the parcel was zoned R 1-C.

10. **Likelihood of a reasonable economic benefit being realized from uses in accordance with the existing zoning.**

Response: Not applicable.

11. **Effect of proposed use and zoning on property values in the area.**

Response: The rezoning will have no impact on property values.

12. **Effect of the existing use and zoning on adjacent properties.**

Response: The rezoning will have no effect on the existing uses and zoning on adjacent properties.

13. **Contribution to the redevelopment of a deteriorated area.**

Response: Not applicable.

14. **Conflicts with existing or planned public improvements.**

Response: The rezoning will not conflict with existing or planned public improvements.

15. **Impact on traffic patterns, congestion, and infrastructure.**

Response: The rezoning will have no impact on traffic patterns, congestion, and infrastructure.

16. **Impact on population density such that the demand on public facilities is adversely affected. (Including but not limited to schools, recreational areas and facilities, sewers, and streets)**

Response: The rezoning will have no impact on population density.

17. **Environmental impact on the vicinity.**

Response: The rezoning will have no impact on the environment in the vicinity.

18. **Effects on the health, safety and welfare of the neighborhood and Village.**

Response: The rezoning will have a neutral effect on the health, safety, and welfare of the neighborhood since the request is simply to change zoning classifications.
Zoning Ordinance Approval Standards for Zoning Amendments

The reviewing committee or commission’s recommendation and Village Board decision on any zoning amendment, whether text or map amendment, must consider the following standards, as set forth in Table 5-1: Approval Standards for Zoning Amendments below. However this is a matter of legislative discretion that is not controlled by any particular standard.

<table>
<thead>
<tr>
<th>STANDARDS</th>
<th>MAP AMENDMENTS</th>
<th>TEXT AMENDMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. The existing development pattern, use and zoning of nearby property.</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>2. The extent to which property values of the subject property are</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>diminished by the existing zoning.</td>
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<td></td>
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<tr>
<td>3. The extent to which the proposed amendment promotes the public</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>health, safety, and welfare of the Village.</td>
<td></td>
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<tr>
<td>4. The relative gain to the public, as compared to the hardship</td>
<td></td>
<td></td>
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<td>imposed upon the applicant.</td>
<td>X</td>
<td>X</td>
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<tr>
<td>5. The suitability of the property for the purposes for which it is</td>
<td>X</td>
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<tr>
<td>presently zoned, i.e., the feasibility of developing the property in</td>
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<tr>
<td>question for one (1) or more of the uses permitted under the existing</td>
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<tr>
<td>zoning classification.</td>
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<tr>
<td>6. The length of time that the property in question has been vacant, as</td>
<td>X</td>
<td></td>
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<tr>
<td>presently zoned, considered in the context of development in the area</td>
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<tr>
<td>where the property is located.</td>
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<tr>
<td>7. The evidence of community need for the use proposed by the applicant.</td>
<td>X</td>
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<td>8. The consistency of the proposed amendment with the Comprehensive Plan.</td>
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<td>X</td>
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<tr>
<td>9. The consistency of the proposed amendment with the intent and</td>
<td></td>
<td></td>
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<tr>
<td>general regulations of this Ordinance.</td>
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<td>X</td>
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<tr>
<td>10. Whether the proposed amendment corrects an error or omission,</td>
<td></td>
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<tr>
<td>adds clarification to existing requirements, or reflects a change in</td>
<td>X</td>
<td></td>
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<tr>
<td>policy.</td>
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<td>11. That the proposed amendment will benefit the residents of the</td>
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<tr>
<td>Village as a whole, and not just the applicant, property owner(s),</td>
<td>X</td>
<td></td>
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<tr>
<td>neighbors of any property under consideration, or other special</td>
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<td>interest groups, and the extent to which the proposed use would be in</td>
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<td>the public interest and would not serve solely the interest of the</td>
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<td>applicant.</td>
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<tr>
<td>12. Whether the proposed amendment provides a more workable way to</td>
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<tr>
<td>achieve the intent and purposes of this Ordinance, the Comprehensive</td>
<td>X</td>
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<tr>
<td>Plan, or planned public improvements.</td>
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<tr>
<td>13. The extent to which the proposed amendment creates non-</td>
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<td></td>
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<tr>
<td>conformities.</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>14. The trend of development, if any, in the general area of the</td>
<td></td>
<td></td>
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<tr>
<td>property in question.</td>
<td>X</td>
<td></td>
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<tr>
<td>15. Whether adequate public facilities are available including, but not</td>
<td></td>
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<tr>
<td>limited to, schools, parks, police and fire protection, roads, sanitary</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>sewers, storm sewers, and water lines, or are reasonably capable of</td>
<td></td>
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<tr>
<td>being provided prior to the development of the uses, which would be</td>
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<tr>
<td>permitted on the subject property if the amendment were adopted.</td>
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</tbody>
</table>
Responses:
1. The rezoning will have no impact on the existing development pattern.

2. The rezoning will have no impact on property values.

3. The rezoning will have a neutral impact on the public health, safety, and welfare of the community.

4. If the rezoning were denied, it would be a hardship to the Applicant in that their lot would be in two distinct zoning districts with different requirements. The public will gain by annexing the property so that it is added to the Village tax base and the entire parcel would have a single zoning classification.

5. The property is currently improved with a single-family home and that home will remain after the rezoning.

6. Not applicable.

7. Not applicable.

8. Not applicable.

9. Rezoning is consistent with the Zoning Ordinance which favors parcels to be in a single zoning district.

10. The rezoning will allow the Applicant’s parcel to be in one zoning district, not two.

11. Not applicable.

12. Not applicable.

13. The rezoning will not create a non-conformity, but instead will rectify a possible non-conformity.

14. The rezoning will have no impact on the general area which is fully developed.

15. Not applicable.

Since the Rezoning Petition meets the requirements of the Comprehensive Plan and the Zoning Ordinance, they ask that the Plan Commission recommend approval of their application. We look forward to the opportunity to appear at the Public Hearing on the application and answer any questions the Plan Commission may have.
Thank you for your consideration of this request.

Very truly yours,

Christopher S. Canning
LEGAL DESCRIPTION OF PROPERTY TO BE REZONED

PARCEL 2:
THAT PART OF LOT 30 IN INDIAN HILL SUBDIVISION NO.3, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 30 BEING THE INTERSECTION OF THE WEST LINE OF LOT 30 WITH THE MOST SOUTHERLY LINE OF SAID LOT 30; THENCE NORTH ALONG THE WEST LINE THEREOF 87.13 FEET TO THE DIVIDING LINE BETWEEN LOTS 29 AND 30 IN SAID INDIAN HILL SUBDIVISION NO.3; THENCE SOUTHEASTERLY 58.75 FEET TO A POINT, SAID POINT BEING 15 FEET NORTH OF THE SOUTH LINE OF SAID LOT 30 AND ON THE WEST LINE EXTENDED NORTH OF THE 16 FOOT PUBLIC ALLEY LYING EAST OF AND ADJOINING LOTS 14, 15 AND 16 IN BLOCK 3 IN FIRST ADDITION TO KENILWORTH, OF SECTION 29, TOWNSHIP 42 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE EAST PARALLEL WITH THE SOUTH LINE OF SAID LOT 30 A DISTANCE OF 8 FEET TO THE CENTER LINE EXTENDED NORTH OF THE SAID 16 FOOT PUBLIC ALLEY; THENCE SOUTH ALONG SAID CENTER LINE A DISTANCE OF 15 FEET TO THE SOUTH LINE OF SAID LOT 30; THENCE WEST ALONG SAID SOUTH LINE 64.94 FEET TO THE POINT OF BEGINNING. SAID INDIAN HILL SUBDIVISION NO.3, BEING IN THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 42 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:
LOT "A" IN BROWN'S CONSOLIDATION OF LOTS 14, 15 AND 16 IN BLOCK 3 OF FIRST ADDITION TO KENILWORTH AND A PART OF LOT 29 IN INDIAN HILL SUBDIVISION NO. 3, ALL BEING IN SECTION 29, TOWNSHIP 42 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED JANUARY 16, 1953 AS DOCUMENT 15827096 IN COOK COUNTY, ILLINOIS, EXCEPTING THAT PART FALLING SOUTH OF THE FORMER NORTH LINE OF SAID LOT 16 IN BLOCK 3 OF FIRST ADDITION TO KENILWORTH BEING ALSO THE FORMER SOUTH LINE OF SAID LOT 29 IN INDIAN HILL SUBDIVISION NO. 3.
NOTICE OF PUBLIC HEARING

Notice is hereby given that on Tuesday, November 17, 2020 at 5:00 P.M., the Plan Commission of the Village of Wilmette and the Plan Commission sitting as a Special Zoning Committee will conduct a public hearing that will be broadcast only, when matters listed below will be considered:

2020-P-01 39 Locust Road & 56 Indian Hill Road – Annexation

A request by Beach Club 100, LLC for the Annexation of the north portions of 39 Locust Road and 56 Indian Hill Road that are currently in unincorporated Cook County, the properties identified as Property Index Numbers (39 Locust Road) 05-29-204-028-0000 & 05-29-204-019-0000 and (56 Indian Hill Road) 05-29-204-022-0000 & 05-29-206-018-0000.

2020-SZC-02 56 Indian Hill Road – Rezoning

Subsequent to annexation the petitioners are requesting the rezoning from R1 to R1–C, the north portion of 56 Indian Hill Road that is currently in unincorporated Cook County, the properties identified as Property Index Numbers 05-29-204-022-0000 & 05-29-206-018-0000.

2020-P-03 2133 Greenwood Avenue

A request by Michael Murdock for tentative plat approval of a two-lot subdivision on the property identified as Property Index Numbers 05-28-307-016-0000 and 05-28-307-017-0000.

William Bradford,
Chairman
Marah DiGrino
Homa Ghaemi
Jeffrey Head
Steven Schwab
Justin Shepherd
Michael Taylor

(Constituting the Plan Commission/Special Zoning Committee of the Village as authorized)
This meeting will be held remotely by the Plan Commission/Special Zoning Committee. The meeting will be broadcast live at https://www.youtube.com/user/villageofwilmette/live and on Channel 6 and then published on the Village’s website. To participate in the meeting, please contact the Community Development Department prior to the meeting at cn.dev@wilmette.com or (847) 533-7628 for instructions. Written comments may be submitted to cn.dev@wilmette.com.

10/29/2020 6798858
Village of Wilmette Affidavit

Plan Commission
Village of Wilmette
1200 Wilmette Avenue

Property Located At: 39 Locust Road & 56 Indian Hill Road

The undersigned being duly sworn deposes and says that he has complied with the applicable notice provisions of Section 18-8(1) of the Village of Wilmette Municipal Code, by distributing the attached Notice of Public Hearing to the following named parties by one of the following methods:

A. Notice to owners sent with United States Postal Service delivery confirmation or by certified or registered mail, postage pre-paid and return receipt requested.
B. Notice delivered in person.
C. Notice to occupants who are not property owners, sent First Class Mail.
D. Notice to owners sent First Class Mail.

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The undersigned further states that the above and foregoing list of names and addresses is a complete list containing the names and last known addresses of all parties to whom the current real estate tax bills are sent, as shown on the record of the local real estate tax collector, and all parties residing on or in possession of a portion of the premises whose names are listed on mailboxes on said premises for all lots any part of which lie within 250 feet of the subject property, said subject property being that property for which a Annexation has been requested.

Affiant

Subscribed and sworn to before me this ______ day of October, 2020.

Notary Public
STATE OF ILLINOIS  
COUNTY OF COOK  

) ) SS.

PETITION REQUESTING ANNEXATION  
TO THE VILLAGE OF WILMETTE

TO: THE VILLAGE CLERK, VILLAGE OF WILMETTE, ILLINOIS

We, the undersigned Petitioners, owners of record of all the land herein requesting to be annexed, respectfully represent, under oath, that all conditions required for annexation to the Village of Wilmette pursuant to and in accordance with Illinois Municipal Code Chapter 65 Illinois Compiled Statutes Section 5/7-1-8 do hereby state under oath to wit:

1. That the territory requested to be annexed is described as follows:

(See legal description attached hereto on Exhibit A and made a part hereof)

2. That the described territory is not within the corporate limits of any municipality but is contiguous to the Village of Wilmette, a municipality organized and existing under the laws of the State of Illinois.

3. That a Plat of Annexation showing the described territory is attached hereto and made a part of this Petition or will be provided prior to adoption of the Ordinance annexing said territory.

4. That this Petition is signed by all of the owners of record of all land in the described territory and at least 51% of the electors residing in the described territory.

5. That this Petition is irrevocable once signed and submitted to the Village of Wilmette by the owner(s) of record.
WHEREFORE, your petitioners respectfully request the Corporate Authorities of the Village of Wilmette to annex the above described territory to the Village of Wilmette.

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<th>NAME</th>
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<td>Beach Club 100, LLC</td>
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<td>By: JAMES L. FOX, JR., Manager</td>
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<td>JAMES L. FOX, JR., Trustee</td>
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<td>ANN CREEVY FOX, Trustee</td>
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STATE OF ILLINOIS )
COUNTY OF COOK )

I, the undersigned, a Notary Public DO HEREBY CERTIFY that JAMES L. FOX, JR., Manager of Beach Club 100, LLC, personally known to me to be the person whose name is subscribed to the foregoing Petition for Annexation, appeared before me this day in person and acknowledged that he, being thereunto duly authorized, signed and delivered said Petition for Annexation as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 24th day of March, 2020.

Notary Public
STATE OF ILLINOIS  
COUNTY OF COOK  

I, the undersigned, a Notary Public DO HEREBY CERTIFY that ANN CREEVY FOX, Trustee, personally known to me to be the person whose name is subscribed to the foregoing Petition for Annexation, appeared before me this day in person and acknowledged that she, being thereunto duly authorized, signed and delivered said Petition for Annexation as her own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 24th day of March, 2020.

[Signature]

Notary Public

STATE OF ILLINOIS  
COUNTY OF COOK  

I, the undersigned, a Notary Public DO HEREBY CERTIFY that JAMES L. FOX, JR., Trustee, personally known to me to be the person whose name is subscribed to the foregoing Petition for Annexation, appeared before me this day in person and acknowledged that he, being thereunto duly authorized, signed and delivered said Petition for Annexation as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 24th day of March, 2020.

[Signature]
PARCEL 1: LOT "A" IN HILL BLACKETT'S CONSOLIDATION PER DOCUMENT NO. 15218430, RECORDED NOVEMBER 16, 1951 WITH THE COOK COUNTY RECORDER OF DEEDS, EXCEPTING ALL THAT PART OF SAID LOT "A" SOUTH OF THE FORMER SOUTH LINE OF LOT 29 IN INDIAN HILL SUBDIVISION NO. 3 BEING ALSO THE FORMER NORTH LINE OF BLOCK 4 IN FIRST ADDITION TO KENILWORTH, SAID LINE BEING ALSO DESCRIBED AS A LINE 95 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID LOT "A" AT THE NORTHWEST CORNER OF SAID LOT "A", ALL IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. ALSO, THAT PART OF LOT 29 IN INDIAN HILL SUBDIVISION 3, IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE WEST LINE OF SAID LOT 29 (BEING THE EAST LINE OF LOCUST ROAD) 95 FEET NORTH OF THE SOUTHWEST CORNER OF SAID LOT 29 AND RUNNING THENCE SOUTH 89 DEGREES 25 MINUTES EAST PARALLEL TO THE SOUTH LINE OF SAID LOT 29, 158.46 FEET; THENCE NORTH 72 DEGREES 44 MINUTES EAST, 65.25 FEET TO A POINT 115 FEET NORTH OF THE SOUTH LINE OF SAID LOT 29; THENCE NORTH 89 DEGREES 25 MINUTES WEST PARALLEL TO SAID SOUTH LINE, 220.78 FEET TO THE EAST LINE OF LOCUST ROAD AND THENCE SOUTH 20 FEET TO THE POINT OF BEGINNING, SAID POINT OF BEGINNING BEING ALSO THE NORTHWEST CORNER OF LOT "A" IN HILL BLACKETT'S CONSOLIDATION AFORESAID, IN COOK COUNTY, ILLINOIS.

PARCEL 2: THAT PART OF LOT 30 IN INDIAN HILL SUBDIVISION NO. 3, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 30 BEING THE INTERSECTION OF THE WEST LINE OF LOT 30 WITH THE MOST SOUTHERLY LINE OF SAID LOT 30; THENCE NORTH ALONG THE WEST LINE THEREOF 27.13 FEET TO THE DIVIDING LINE BETWEEN LOTS 29 AND 30 IN SAID INDIAN HILL SUBDIVISION NO. 3; THENCE SOUTHEASTERLY 58.73 FEET TO A POINT, SAID POINT BEING 15 FEET NORTH OF THE SOUTH LINE OF SAID LOT 30 AND ON THE WEST LINE EXTENDED NORTH OF THE 16 FOOT PUBLIC ALLEY LYING EAST OF AND ADJOINING LOTS 14, 15 AND 16 IN BLOCK 3 IN FIRST ADDITION TO KENILWORTH, OF SECTION 29, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE EAST PARALLEL WITH THE SOUTH LINE OF SAID LOT 30 A DISTANCE OF 8 FEET TO THE CENTER LINE EXTENDED NORTH OF THE SAID 16 FOOT PUBLIC ALLEY; THENCE SOUTH ALONG SAID CENTER LINE A DISTANCE OF 15 FEET TO THE SOUTH LINE OF SAID LOT 30; THENCE WEST ALONG SAID SOUTH LINE 64.94 FEET TO THE POINT OF BEGINNING, SAID INDIAN HILL SUBDIVISION NO. 3, BEING IN THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3: LOT "A" IN BROWN'S CONSOLIDATION OF LOTS 14, 15 AND 16 IN BLOCK 3 OF FIRST ADDITION TO KENILWORTH AND A PART OF LOT 29 IN INDIAN HILL SUBDIVISION NO. 3, ALL BEING IN SECTION 29, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED JANUARY 16, 1953 AS DOCUMENT 15527026 IN COOK COUNTY, ILLINOIS, EXCEPTING THAT PART FALLING SOUTH OF THE FORMER NORTH LINE OF SAID LOT 16 IN BLOCK 3 OF FIRST ADDITION TO KENILWORTH BEING ALSO THE FORMER SOUTH LINE OF SAID LOT 29 IN INDIAN HILL SUBDIVISION NO. 3.
Dear John,

Thank you very much for sending the proposed plat of subdivision.

We received the notice on Wednesday, the 19th, regarding the hearing on the 3rd of March for annexation and subdivision of the property at 39 Locust Road and hereby request a thirty day continuance to allow us the time to complete our due diligence.

I am currently on my way to Nepal for a week long medical mission trip with Operation Walk Chicago and will not return until the 2nd of March and my husband, head team physician for the Chicago Bears needs to be in Indianapolis all next week for the NFL Combine.

We are extremely concerned about the subdivision and development of 39 Locust Road. The loss of valuable green space, removal of many beautiful mature trees and water displacement issues will have a significant negative impact on the neighborhood.

With many thanks for your consideration, Margot and Mark

Mark and Margot Bowen
55 Indian Hill Road
Winnetka, IL 60093
847.877.3190

On Feb 18, 2020, at 9:53 AM, Adler, John <adlerj@wilmette.com> wrote:

Hi Ms. Bowen – Attached is the proposed plat of subdivision. The request conforms to the Wilmette zoning/planning platting codes. If approved, any development on the property will need to meet Wilmette’s Engineering grading and drainage requirements. If you have any questions regarding how the Engineering Department reviews new development for grading and drainage, I am happy to put you in touch with Dan Manis, Village Engineer.

Regards,

John

John Adler, AICP, LEED AP
Director of Community Development
Village of Wilmette
Subject: FW: #7915 - 39 Locust - PRELIMINARY PLAT OF RESUBDIVISION- 2 SHEETS (revision 2-12-20) & PLAT OF ANNEXATION (revision 2-12-20)
Mr. Herman – I apologize if I wasn’t clear in my email below. It is not staff’s decision whether your request for a continuance will be granted. It will be the Plan Commission on Tuesday who would make that decision. My intent to seek a voluntary delay was so that you knew prior to Tuesday, March 3rd at 7:00 pm that the meeting was being continued or not. Short of Dr. Fox agreeing to the continuance, you or your representative will need to attend the meeting on Tuesday and make the case for the continuance before the Plan Commission.

Please feel free to call me at (847) 853 7528 if you have any further questions about the continuation process or this email.

Regards,

John

John Adler, AICP, LEED AP
Director of Community Development
Village of Wilmette
1200 Wilmette Ave
Wilmette, IL 60091
Phone: (847) 853-7528
Fax: (847) 853-7701

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2020 CENSUS
Everyone Counts!
Mr. Adler,

It seems like the bottom line to your statement is that your approach is still to let Dr. Fox be the effective arbiter of whether or not to go forward with Dr. Fox's plan which seems inherently unfair to the property owners nearby.

I am not saying I even have a problem with Dr. Fox's plan but it seems imprudent to me to rush forward with an irreversible process when the adjacent property holders were given notice so recently and have numerous questions. The mail may have been postmarked February 14 but due to the holiday weekend it was not received until the middle of the following week.

Again, I believe the most prudent and reasonable course would be to grant a continuance.

Best,

Matt

On Tuesday, February 25, 2020, 09:40:30 AM CST, Adler, John <adlerj@wilmette.com> wrote:

Dear Mr. McCullagh – The intent of my email was not to be erroneous in any way, and I understand you are asking the Village (Plan Commission) to grant the continuance, not Dr. Fox. The reasoning to ask the applicant if they are willing to except a continuance is twofold. First, if it is done willingly, there would be no need for the neighbors or applicant to show up at the Plan Commission meeting on March 3rd. The second reason is because the Plan Commission typically does not continue cases against the desires of an applicant if the notification was does correctly.

I am cautiously optimistic that the applicant will be willing to except the continuance and should know later today.

Regards,

John

John Adler, AICP, LEED AP
Director of Community Development
Village of Wilmette
Dear Mr. Adler,

Thank you very much for your note below, but we are confused by your comment. Does this suggest that you will “share our email with the applicant to see if they will agree to the continuance”? This step seems erroneous to us as Dr. Fox will of course be motivated not to grant such an extension. Moreover it is the Village of Wilmette we are asking to grant the limited time extension for review.
As the Village of Wilmette, please do consider granting this extension. This is a major topic of discussion in the neighborhood now.

I’ve copied several of a larger group of concerned residents as a number of these neighbors have now contacted your office so we can collectively express our concerns and be granted an extension. Please advise as to when the Village of Wilmette will address the group request for an extension.

Thank you in advance.

Best regards.

Grant G. McCullagh

From: Adler, John <adlerj@wilmette.com>
Sent: Saturday, February 22, 2020 2:22 PM
To: Grant McCullagh <grant.mccullagh@gibscorp.com>
Subject: FW: 39 Locust Road Hearing

Hi Mr. McCullagh – We will share you email with the applicant to see if they will agree to the continuance and if not, share it with the Plan Commission.

Regards,

John

John Adler, AICP, LEED AP
Director of Community Development
Village of Wilmette
1200 Wilmette Ave
From: Roberts, Lisa <robertsl@wilmette.com>
Sent: Friday, February 21, 2020 2:37 PM
To: Adler, John <adlerj@wilmette.com>
Subject: Fwd: 39 Locust Road Hearing

Sent from my iPhone - Lisa

Begin forwarded message:

From: Grant McCullagh <grant.mccullagh@gibscorp.com>
Date: February 21, 2020 at 2:30:56 PM CST
To: "Roberts, Lisa" <robertsl@wilmette.com>
Cc: Suzanne McCullagh <suzanne.mccullagh@gmail.com>
Subject: 39 Locust Road Hearing
To whom it may concern,

My wife, Suzanne McCullagh, and I have lived at 43 Locust Road for 35 years. Yesterday we received a formal notice from the Village of Wilmette regarding a public hearing on March 3 relative to the property at 39 Locust Road. We, as most of the neighbors in this area, would be most appreciative if this could be postponed one month to the April Meeting.

We thank you for your consideration.

Grant G. McCullagh

grant.mccullagh@gibscorp.com

847 446 0499 H

224-216-7992 C
Dear John Adler, Lisa Roberts and the Community Development Department, Wilmette:

Enclosed is a letter opposing the proposed annexation and subsequent subdivision of this property. Please keep us informed about any upcoming hearings on this matter.

Thanks,

Stephanie and Phil Van Winkle
2624 Kenilworth Ave.
Wilmette, IL 60091
Community Development Department, Wilmette

Case No: 2020-P-01 (property now known as 39 Locust Road, Winnetka)

To John Adler and the Community Development Department:

As residents of 2624 Kenilworth Avenue, Wilmette whose front door is on Grant Street, we want to formally voice our opposition to the petition of Beach Club 100 LLC (including James Fox, resident of 56 Indian Hill) to the requested annexation and subsequent subdivision by the Village of Wilmette. We oppose the petition for the following reasons:

- The Petition provides benefits to non-Wilmette residents while creating hardships for existing Wilmette residents
- The proposed annexation is a thinly disguised attempt to end-round Wilmette zoning codes. The existing parcel located in Wilmette is clearly too small to build an additional structure
- The Preliminary Plat of Resubdivision suggests using the 39 Locust property, which currently has 1 older home and a lovely garden, to build 2 new houses, one with a driveway on Grant Street and the other with a driveway on Indian Hill. This is a substantial change in the character of the neighborhood (affecting residents in both Wilmette and Winnetka) which will possibly require the clearing of a large stand of beautiful Oak trees and reduce the value of our properties.
- We purchased our home in 2001 and have lived here for almost 19 years. Our block of Grant Street is a quiet “dead end”. The lack of traffic and privacy was a major consideration when we purchased our home. Adding another house, more traffic, and congestion would decrease the appeal of our property to us and to potential future owners, thereby lowering our property value
- The annexation and proposed subdivision may cause storm drainage and other unforeseen issues negatively affecting property values, quality of life, and property taxes

It is not proper, ethical or in the best interest of Wilmette residents to allow a foreign LLC to buy an unincorporated Winnetka property, annex it to Wilmette to circumvent Wilmette (and other) zoning codes for the purpose of profiting from the currently restricted development of not one, but two properties. Furthermore, notice given to affected neighbors was limited, at best. There are multiple Wilmette residences who are adversely affected by petitioners’ attempted “end-round” including the Braults, Gambacortas, and Mitchells at a minimum.

Respectfully,

Stephanie and Phillip Van Winkle
2624 Kenilworth Ave.
Wilmette, IL 60091
November 12, 2020

Via Email

Mr. John Adler  
Community Development Director  
Village of Wilmette  
1200 Wilmette Avenue  
Wilmette, Illinois 60091

Re: 39 Locust Road and 56 Indian Hill Road ("Subject Property")

Dear Mr. Adler:

We represent the following owners of parcels that are contiguous to the Subject Property ("Indian Hill and Wilmette Neighbors"): 

- Mark and Margot Stone Bowen (55 Indian Hill Road)  
- Grant and Suzanne Folds McGallagh (43 Locust Road)  
- Jennifer and Dave Fritzsch (33 Locust Road)  
- Matthew and Polina Herman (41 Locust Road)  
- Stephanie and Philip Van Winkle (2624 Kenilworth Avenue)

The Indian Hill and Wilmette Neighbors strongly object to the proposed annexation and rezoning of the Subject Property for the reasons stated in this letter. This letter represents the objection of our clients but it has been indicated to us that several other Indian Hill and Wilmette neighbors are concerned about this potential annexation and rezoning.

Annexation/Rezoning Inconsistent with Village of Wilmette Comprehensive Plan

Page 7 of the 2000 Village of Wilmette Comprehensive Plan highlights factors that will be considered in evaluating land use changes. The rezoning of the Subject Property would clearly violate several of the factors listed, including:
1. "Compatibility with the existing development pattern and the zoning of nearby properties." The proposed rezoning is not compatible for reasons outlined below.
2. "Changes in circumstances upon which the original zoning was based." The surrounding Village and Indian Hill residential areas have NOT changed.
3. "Major changes in land uses or conditions since the zoning was established." Again, this has not happened in this case.
4. "Satisfaction of a public need by the proposed use". Not applicable to this rezoning.
5. "Effect of proposed use and zoning on property values." The proposed rezoning would likely have negative effect for reasons outlined below including changing the character of the neighborhood and exacerbating existing drainage/flooding problems.
6. "Effect of the existing use and zoning on adjacent properties." Existing zoning is more suitable for the character of neighborhood, more favorable for property values and flooding/drainage issues than the proposed zoning.
7. "Impact on traffic patterns, congestion and infrastructure." Rezoning would enable a density increase to the properties, likely requiring additional driveways and road access and further taxing an already overwhelmed drainage system highlighted below.
8. "Impact on population density such that the demand on public facilities is adversely affected (including but not limited to schools, recreational areas and facilities, sewers and streets)." See comments on # 15 above and details below on drainage.
9. "Environmental impact on the vicinity." In addition to the drainage/flooding issues mentioned above, the proposed rezoning would allow for increased density likely leading to removal of and/or damage to 100-year old swamp oak stand that is contiguous with swamp oaks on adjacent properties. The Foxes recently removed several large old trees from their property on 56 Indian Hill and added truckloads of dirt. This work was done without a proper permit and compensatory drainage, upsetting several Village and Indian Hill neighbors.

Page 7 of the Comprehensive Plan also lists criteria used for assessing annexation requests. Again, the annexation request being made clearly violates the following criteria:

3. "Can the annexed area be served by Village utilities and services without undue difficulty or economic penalty to the Village and property owners?" To the extent storm sewers fall under the scope of this criterion, the existing storm sewers are already overwhelmed, and the annexation and potential aggressive development would worsen drainage and flooding problems, causing difficulty and economic harm to adjacent property owners.
4. "Are existing Village zoning and subdivision regulations compatible with the existing development pattern of the annexed area?" No, they clearly are not. The existing development pattern is consistent with R-3 zoning with minimum 40,000 square foot (SF) lots. The Village's R zoning classification and R1-C zoning classifications allow for 15,000 SF and 6,000 SF lots respectively, which are NOT compatible with the existing development pattern of the annexed area.
5. "Will annexation and the subsequent application of Village land use regulations improve existing conditions in, or assure the sound development of, the annexed area?" No, if the annexation and rezoning are approved, the Village must then approve any subdivision in compliance with that zoning and therefore would not be able to assure sound development of the annexed area, especially with respect to the character of neighborhood and drainage issues.
Deed Restriction

The plat of survey pertaining to 39 Locust Road states that the property is not to be subdivided:

"[the land] shall be considered as one tract and that upon said entire tract there shall not be built . . . any building . . . other than one single family dwelling . . . "

Surrounding Area

The Subject Property is located along the northern and western borders of the Village of Wilmette. The south portion of the Subject Property is located in Wilmette and the north portion is located in unincorporated Cook County. Unincorporated property to the north of the Subject Property is characterized by large homes on large lots fronting on the Indian Hill golf course. Unincorporated property to the west of the Subject Property is characterized by large homes on large lots. The unincorporated portion of the Subject Property and the unincorporated property to the north and west of the Subject Property are zoned R-3 with a minimum lot size of 40,000 square feet (SF). All the neighboring unincorporated properties are large properties, and an annexation allowing for smaller lots would potentially be damaging to the values of the neighboring properties.

The incorporated property to the south and east of the Wilmette portion of the Subject Property is zoned R1-C under the Village’s zoning ordinance. Minimum lot size in the R1-C zone is 6,000 SF and minimum lot width is 50 feet. Although the incorporated property in the immediate vicinity is zoned R1-C, the area has not been developed at that density as many smaller lots have been consolidated to form larger zoning lots. The development density is more in line with the Village’s R zoning classification, which has a minimum lot size of 15,000 SF. The lion’s share of the property zoned R1-C is in Kenilworth Gardens to the east, where the development pattern has been consistent with R1-C zoning.

The Village shares a border with the Indian Hill golf course community, stretching from Ridge Road on the east to Locust Road on the west, for more than one-half mile. Approximately 75% of the property in the Village that abuts the golf course is zoned R. Only the westerly 25%, including the incorporated portion of the Subject Property, is zoned R1-C, even though those R1-C lots have not been developed at R1-C density. In other words, the transitional zoning between the Village and the Indian Hill community has been treated differently in the immediate vicinity of the Subject Property than other portions of the Village abutting Indian Hill.

Drainage and Flooding

The area surrounding the Subject Property has experienced drainage and flooding problems. In fact, the Village participated in a study of the MWRD interceptor serving this area, which connects to the Village’s system around Princeton Place and Kenilworth Drive. The study found that the interceptor provided minimal protection against basement back-ups, in part due to storm water infiltration into the interceptor. The six yards and homes as well as roads adjacent to 39 Locust and 56 Indian Hill are already subject to frequent flooding and drainage problems, and the requested annexation/rezoning, combined with the aggressive development then enabled, would potentially exacerbate these problems, leading to property damage and material negative impacts on the value of the adjacent properties.
39 Locust Road

The 39 Locust Road portion of the Subject Property currently is improved with one home and is comprised of four PINs – two in Wilmette and two in unincorporated Cook County. Together, the Wilmette PINs total 22,695 SF and are bounded on the west by Locust Road, the east by Grant Street, the north by the unincorporated portion of 39 Locust Road and the south by two residences in Wilmette. The Wilmette portion of the 39 Locust Road property is zoned R1-C, which allows 6,000 SF lots with minimum width of 50 feet. Although the Wilmette portion of the 39 Locust Road property appears to have sufficient area for three lots, it does not have sufficient width and would therefore be limited to no more than two houses without a zoning variance.

The two unincorporated PINs total 44,954 SF and are bounded on the west by Locust Road, the east by Indian Hill Road (private), the north by a residence in unincorporated Cook County and the south by the Wilmette portion of 39 Locust Road. The unincorporated portion of 39 Locust is zoned R-3 under the Cook County Zoning Ordinance, which has a minimum lot size of 40,000 SF. If the Village annexes this property it would automatically be zoned R per section 30-7.4 of the Wilmette Zoning Ordinance. The minimum lot size in the R zone is 15,000 SF. Therefore, the annexation of the property by the Village is problematic because it would allow for construction of two houses where not only does the plat of survey indicate that a deed restriction is in place to prohibit such division but also where the adjacent unincorporated properties are much larger. Division of this property into smaller parcels with smaller homes would dramatically change the neighborhood’s character and negatively impact the values of adjacent unincorporated properties.

56 Indian Hill Road

56 Indian Hill Road is currently improved with one home. Approximately 11,041SF of 56 Indian Hill Road are located in Wilmette and 3,830 SF are unincorporated. The unincorporated portion appears to extend to the centerline of Indian Hill Road. The owner has petitioned to annex the unincorporated portion.

The incorporated portion is zoned in the Village’s R1-C District. Upon annexation, the owner is asking that the unincorporated portion also be zoned R1-C.

If the unincorporated portion of 56 Indian Hill Road is annexed and rezoned to R1-C, the owner will be able to have two homes on the property. If the property is not annexed and rezoned, the owner will only be able to have one home on the property. Again, this zoning would allow for construction that is not consistent with the character of the neighborhood either in the unincorporated areas or the Village itself.

Objection to Annexation and Rezoning

The Indian Hill Neighbors object to the annexation and rezoning of 39 Locust Road and 56 Indian Hill Road for the following reasons:
1. The proposed annexation and rezoning of these properties is clearly in violation of numerous factors and criteria specified in the Village of Wilmette’s very own comprehensive plan.

2. The annexation of the unincorporated portion of 39 Locust, currently zoned R-3 in the county with a minimum property size of 40,000 SF, would allow for much smaller lot sizes and homes than are in the surrounding unincorporated area and thus change the character of the neighborhood and be potentially damaging to the neighboring property values in the unincorporated area.

3. Beyond annexation, rezoning could result in six houses on the Subject Property which would lead to a 200% increase in the current property density.

4. The Village’s zoning of property abutting the Indian Hill golf course community typically serves as a transition between the one-acre zoning in unincorporated Cook County and the higher density in Wilmette. Enabling a 200% increase in the current density is contrary to the Village’s planning objectives as well as damaging to the character of the unincorporated areas.

5. Once property is zoned, the Village is required to approve any subdivision that is in compliance with the zoning. In other words, the Village will not be able to prevent six lots in the future, even if subdivision approval is not being requested at this time. The concept of using this annexation and rezoning process to find a backdoor way around neighbors’ previous objections is very concerning.

6. The addition of more houses to the Subject Property will add impervious surface and exacerbate current drainage and flooding problems.

7. The construction of additional houses on the Subject Property and the related drainage issues will result in loss of 100-year-old swamp white oak trees.

8. The fundamental change in character of the area resulting from annexation, rezoning and potential additional houses on the Subject Property, the drainage issues caused by that construction, and the loss of mature trees will result in reduction of value of the property owned by the Indian Hill and Wilmette Neighbors and arguably the entire Indian Hill neighborhood.

We request that this letter be included in the packet sent to Plan Commissioners before the hearing on November 17 and to Village Board members before their consideration of the request for annexation and rezoning.

Very truly yours,

O’Donnell Callaghan, LLC

Gerald P. Callaghan

cc: Mark and Margot Stone Bowen
Grant and Suzanne Folds McCullagh
Jennifer and Dave Fritzschke
Matthew and Polina Herman
Stephanie and Philip Van Winkle
Jeff Stein
Robert T. O’Donnell
Dear Mr. Adler,

I am Ed King and I live at 81 Indian Hill road. I am reaching out to express my strong opposition to the Wilmette Plan Commission proposal regarding the annexation to Wilmette and rezoning of 39 Locust Road and 56 Indian Hill Road.

There is a long list of issues as to why I am opposed to the proposal. Included at the top of the list is 1) devaluation of my property, 2) the safety risk resulting from increased traffic congestion in an area that is already significantly over congested with auto, biking and foot traffic and 3) exacerbating the existing water flooding issue in this area as a result of increasing the impervious ground area. I sincerely hope the commission will consider these issues and the sentiment of the neighbors, such as myself, who will be negatively impacted by this proposal.

Regards,

Ed King

Lazard

Ed King
Managing Director
Lazard Middle Market LLC
300 N. LaSalle St.
Chicago, IL 60654

+1 312 928 7079 phone
+1 312 404 2831 mobile
ed.king@lazard.com
Mr. Adler,

The attached emails contain photographs, showing flooding at 39 Locust. We would like the photos to be provided to PC members and available at the hearing. I am not sure of the process for making the photos available, given the virtual nature of the hearing.

With regard to the hearing, I have been asked to make a statement to the PC. In addition, one of the neighbors will make a statement on behalf of the group. We thought it would be better to reduce the number of speakers due to the circumstances of the hearing.

Is the best way to participate as a speaker to use the Microsoft link that was in your email of 11/13? And is there a time limit for comments?

Thank you,

Gerald P. Callaghan
O’Donnell Callaghan LLC
28045 N. Ashley Circle, Suite 101
Libertyville, IL 60048
jcallaghan@och-law.com
847-367-2753 (direct)
847-942-2161 (mobile)

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One additional comment. The survey of 39 Locust, which identifies a deed restriction (see the highlighted language in the attached), was not in the PC packet. Has the PC seen this survey? If not, I ask that it be provided to the members. Also, has the applicant addressed whether the deed restriction affects the use of the property?
John,

Greetings!

I’m writing to express my support for the objections raised in the attached letter regarding 39 Locust and 56 Indian Hill (just a couple of blocks west of our home on Kenilworth Avenue). The Village takes rezoning requests quite seriously and seldom makes exceptions. The pending request seems well outside the parameters for an exception. In fact, it seems contrary to the Village’s long-standing policy to have the existing zone rules and regulations carry the day.

Thanks for your consideration and I hope that you and your colleagues are all staying safe during these crazy times.

With kind regards,

Joe

Joe Feldman
2515 Kenilworth Ave.
Wilmette, IL 60091
312.961.2099
joseph.michael.feldman@gmail.com
John,

I’m writing to express our concern and let you know that we object to the annexation and rezoning of 39 Locust Road and 56 Indian Hill Road for many reasons. Pat and I currently reside at 58 Indian Hill Road. The proposed changes will not only result in significantly smaller lot sizes, it will fundamentally change the character of our neighborhood, cause numerous drainage issues and lead to a reduction in our property values.

Please feel free to call me with any questions, or to further discuss, my cell is 847-867-4379.

Thank you!
Jana Eilers

Sent from Yahoo Mail for iPhone
Dear Mr. Adler,

Attached please find a letter in opposition to the proposal on the agenda for tomorrow’s Plan Commission Meeting to discuss the annexation and rezoning of 56 Indian Hill Road and 39 Indian Hill Road.

Needless to say I am very opposed and do not understand how such a plan could be acceptable as it seems so inconsistent with the neighborhood and the Comprehensive Village Plan.

Thank you for your attention to this matter.
Catherine J. King

Catherine King
Licensed Real Estate Professional

c-847-624-7738
Catherine.King@compass.com

COMPASS

Winnetka Office
851 Spruce St.
Winnetka, IL 60093

Compass Concierge Services
Compass Bridge Loan Services
November 16, 2020

Dear Mr. Adler and Members of the Wilmette Plan Commission,

I am a long time resident of Wilmette, currently living at 81 Indian Hill Road. I am writing to let you know of my strong opposition to the annexation and rezoning of the properties currently known as 39 Locust Road and 56 Indian Hill Road. My opposition is based on a review of the criteria set forth in Wilmette’s Comprehensive Village plan for annexation as well as concern for our property values and the safety and well-being of those currently living on Indian Hill Road.

The Comprehensive Village Plan lays out a number of criteria to be met for annexation. This proposed annexation does not meet many of the criteria in your own plan: It is incompatible with existing zoning and pattern of development. There have been no changes in circumstances upon which original zoning was based. Annexation would have a negative impact upon existing neighbors creating more drainage and flooding issues. Annexation would fundamentally change the character of the neighborhood. And annexation could lead to development of multiple structures that would increase the volume of traffic on an already crowded area. This does not even address the environmental impact of the likely additional flooding and the destruction of the 100 year old swamp Oaks on the property. In fact, I recently walked by the home at 56 Indian Hill and noticed many of these beautiful Oak trees have already been removed on the east side of this property.

I am not in favor of this annexation or rezoning and hope that the Village Plan Commission will take seriously the concerns of its residents who are also neighbors to this property. I do not see what value this proposal would create for Wilmette. But I can see that the neighbors of Indian Hill Road stand to lose significantly in terms of both property values and quality of life.

Respectfully submitted,
Catherine James King
Mr. Adler,

With regards to the Wilmette Village Meeting this evening, we thought we would send this brief note as homeowners at 43 Locust Road for over 35 years.

We believe the proposed annexation of the 39 Locust Road property into Wilmette, leading most certainly to Village approval of a six house subdivision, is highly detrimental to the neighbors as:

1. Flooding....The flooding in our area has been a problem for over 70 years in our area...as we know the entire Woodley Road and adjacent areas was developed on basically swampland in the 1930s. Our area is well known for significant water flooding issues. As such, any increased land coverage (housing, pavements, etc), will cause immediate increased flooding for homeowners near 39 Locust. Certainly 6 homes where one exists today will cause significant flooding problems for all of us.

2. Property values....the nature of our entire area, including other properties in Wilmette (ie the SE corner of Locust and Illinois Roads, is made up of large lots...referred to by the all local realtors as the “Estate” area. As such, replacing one large home/property with a 6 home subdivision will dramatically reduce the property values of all the adjacent home owners, of which there are 10 large homes/properties within 1000ft of 39 Locust Road (with only two smaller properties in that circle of influence...both owners of which also object to this proposed plan).

We ask the Village of Winnetka to turn down this annexation request this evening. The owner can then proceed with the development of the property with one home and as such impact neither our already stressed flood region nor negatively impact adjacent property values by significantly altering the “character of the surrounding area”.

Thank you for your time.

Grant and Suzanne McCullagh
43 Locust Road
Winnetka, Illinois 60093
grant.mccullagh@gibscorp.com
847-446-0499 H
224-216-7992 C
Mr. Adler –

I wanted to send a note prior to the public hearing this evening. Having been at Indian Hill Club for over 17 years, I have witnessed first-hand the negative impact caused by decreasing pervious space on the lots along Indian Hill Road. As you are no doubt aware, drainage and flooding issues have persisted in this area for decades. It is clear that the proposal before your body would significantly exacerbate the flooding challenges.

Perhaps more concerning is the negative impact on the safety of Indian Hill Road. The pedestrian and vehicle traffic along the road has exponentially increased with more people working from home and more kids in virtual schooling. Adding higher density development in the area will only make matters worse.

I urge you to deny the annexation and rezoning request.

Thank you for your consideration.
Jeff Belting
1 Indian Hill Road
Winnetka, IL
Dear Mr. Alder and Community Development Dept.,

We live at 25 Locust Rd, Winnetka, two houses south of 39 Locust and have lived here for 14 years. I grew up in the area, love this community and am very concerned about what the Foxes are planning on doing. Our street is lined with beautiful, old homes and the few new construction ones that have been built are in keeping with the gracious feel of the street. These properties additionally are expensively landscaped and are lucky enough to have old, majestic trees. The fact that the foxes went ahead and have already cut down several mature trees without permits at 56 Indian Hill, just shows their disregard for the rules of the community. Their moto seems to be it's easier to pay the fine than ask for permission. We realize the home at 39 Locust would be difficult but not impossible to restore which is unfortunate. However, the Foxes don't seem to want to respect the feel of this street, they seem to want to make a buck and do it in an underhanded fashion. We don't believe they are forthcoming with what their real plans are for these lots. Our understanding is if the village approves this rezoning for the Foxes, enabling them to build multiple houses, we will not be able to prevent others from doing the same. A rezoning allowing the Foxes to line their pockets and forever change the gracious feel of large, single-family homes on Locust and Indian Hill Road is appalling. Furthermore, flooding in this area has always been a problem, and adding multiple new constructions, lesser quality homes will further exacerbate this issue. Additionally, we are concerned with what will happen with our property value once the feel and look of Locust are forever changed for the worse.

We would like to receive the email link enabling us to join the 5:00 village zoning hearing tonight.

Sincerely, Laura & Brett Carlson
Dear John Adler

We are writing this email to voice our strong objection to the proposed annexation and rezoning of 39 Locust Road and 56 Indian Hill Road properties.

We are also neighbors and residents and believe the potential annexation - as well as the proposed rezoning at R1-C classification -- is entirely inconsistent with the neighborhood and opens the door for a development of a multi-home property that would ruin the feel of our neighborhood and the value of our homes. Moreover, as someone who walks the Indian Hill “loop” on an almost daily basis, the idea that there would be a risk of more impermeable surface being added with additional homes seems irresponsible. Those homes and the neighborhood on the south- west side of Indian already face severe flooding issues, so much so that you often cannot even walk on the road after significant rains. It doesn’t take an expert to know that building more homes would exacerbate that problem. The Village should not yield to the developers here. This is objectively a bad idea. I have spoken with many friends and neighbors, and literally every resident who hears about this issue is astounded that anyone would even consider allowing this.

I have faith in our system and our civil servants, and I believe the Village will do the right thing. But we felt compelled to make sure that the Village knows are views which are reflective of the community. It’s hard to see how anyone other than a real estate developer would think this was a good idea.

Thank you for your service and I truly hope that the Village Board and Plan Commissioners will come to the right --and obvious -- decision here. Disapprove this proposed annexation and rezoning.

Sincerely,

Meg and Mike Revord
85 Indian Hill Road
Winnetka, IL 60093
Good morning John,

It has come to our attention that the current proposal for annexation and rezoning of the two properties (39 Locust and 56 Indian Hill) would make this parcel of land potentially available for multiple home sites. We DO NOT support this proposal. We feel that the annexation and rezoning would negatively impact this neighborhood in several ways;

1) It does not conform to the current neighborhood development style or pattern
2) It would negatively impact traffic flow
3) It would negatively impact environmental issues such as flooding and would overwhelm the drainage system
4) It would negatively impact property values of the surrounding homes.

There are many more issues that would arise should this proposal be approved. Bottom line, this proposal does not conform with the current zoning policies for this area and undermines the foundation of the zoning parameters that are in place with solid reasoning behind them.

We request that you take the neighborhood concerns into consideration during the review process.

Respectfully submitted,

Kurt and Cindy Mancillas
75 Indian Hill Road
End of Case
2020-P-01 -
2020-SZC-02
John,

Please see the attached letter to the Plan Commission about changes at 56 Indian Hill Road since the last time they heard this matter. Please ask Chairman Bradford if the 56 Indian Hill matter can be advanced on the agenda and heard before the Comprehensive Plan discussion.

By this email, please continue the 39 Locust Road Annexation Petition and Rezoning matter on the same agenda to the next Plan Commission meeting on October 5, 2021. As we get closer to that date, please let me know if the meeting will be in person or virtual. Thank you.

Chris

Christopher S. Canning, Esq.
Canning & Canning LLC
1000 Skokie Boulevard
Suite 355
Wilmette, Illinois 60091
Bus: (847) 853-7040
Fax: (847) 512-0936
Cell: (312) 608-8307

To ensure compliance with Treasury Regulations (31 CFR Part 10, Sec. 10.35), we inform you that any tax advice contained in this correspondence was not intended or written by us to be used, and cannot be used by you or anyone else, for the purpose of avoiding penalties imposed by the Internal Revenue Code.

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September 8, 2021

VIA EMAIL
Plan Commission
Village of Wilmette
c/o John Adler
Director of Community Development
Village of Wilmette
1200 Wilmette Avenue
Wilmette, IL 60091

Re: Annexation and Rezoning Matter with Village of Wilmette - 56 Indian Hill Road.

Dear Mr. Adler,

I am writing on behalf of Beach Club 100 regarding their Annexation Petition and Rezoning Application filed August 13, 2021. Please note that the Plan Commission recommended granting an earlier request to rezone the annexed parcel at the meeting on November 17, 2020. The Applicant withdrew the request for rezoning prior to the vote of the Village Board. The Applicant also requests that their matter be advanced on the agenda.

At the time of the prior Annexation Petition and Rezoning Application, the property at 56 Indian Hill Road has a Winnetka mailing address, but the lot is located in both unincorporated Cook County and the Village of Wilmette. At that time the home at 56 Indian Hill has 91.77’ of frontage on Grant Street in Wilmette, 110.37’ of frontage on the Indian Hill Road easement and is approximately 131.5’ in depth. 56 Indian Hill has an area of 14,871 square feet and is improved with a two-story single-family home. To the south, east, and west of 56 Indian Hill Road are properties sited in the Village of Wilmette and zoned R1-C, Single-Family Residence, improved with single-family homes. To the north are properties sited in Cook County and zoned R-3, Single-Family, including the northern portion of the Subject Property, improved with a single-family home. At the time of the last Annexation and Rezoning request, the portion of 56 Indian Hill Road currently in the Village of Wilmette is the south 91.77’ of the property. The
area of the Wilmette portion of 56 Indian Hill Road is approximately 12,067.8 square feet with the unincorporated portion being approximately 2,803.2 square feet. On April 28, 2021, the Foxes applied for a zoning variation for a patio located wholly within the Village of Wilmette. On June 16, 2021, the Zoning Board recommended the variation for the patio and on July 13, 2021, the Village Board affirmed the recommendation. The patio has been constructed.

At the time the patio was working through the Wilmette Zoning process, the Foxes also sought to construct a small extension of their driveway adjacent to Indian Hill Road located in unincorporated Cook County. To do so, the Foxes conveyed a 1,599 square foot parcel from the lot at 39 Locust to add to the existing lot at 56 Indian Hill Road. On July 16, 2021, the Foxes applied for a permit from Cook County to build the driveway. On August 6, 2021, the Foxes learned that the County would apply R3 zoning criteria to the new parcel even though it was less than 2,000 square feet. The County’s R3 zoning requires a minimum of 40,000 square feet of lot area and a maximum of 25% impervious coverage. As a result, it would be impossible for the Foxes to comply with that zoning based on the portion of the lot in Cook County. Due to the inability to rezone the property within Cook County, on August 13, 2021, the Foxes applied for Annexation of the portion of the lot located in Cook County and Rezoning of that portion to R-1C zoning to match the current zoning of the portion of the lot in the Village of Wilmette. The Foxes annexation and rezoning matter is scheduled for September 9, 2021. The Foxes then filed an application with the Zoning Board for relief required to complete the driveway improvements. The Zoning application is made under the assumption that the Annexation and Rezoning will be approved and once that occurs, this Zoning Board can consider the application for the variation.

Counsel has spoken with Gerald P. Callaghan, Esq. who represents several neighbors who object to the Annexation and Rezoning of 39 Locust Road. Mr. Callaghan’s clients do not object to the Annexation Petition and Rezoning Application for 56 Indian Hill Road.

Since the Rezoning Petition meets the requirements of the Comprehensive Plan and the Zoning Ordinance, they ask that the Plan Commission recommend approval of their application on September 9, 2021. We look forward to the opportunity to appear at the Public Hearing on the application and answer any questions the Plan Commission may have.

Thank you for your consideration of this request.

Very truly yours,

Christopher S. Canning
ORDINANCE NO. 2021-O-57
AN ORDINANCE ANNEXING TO THE VILLAGE OF WILMETTE
APPROXIMATELY 0.11 ACRES
(56 Indian Hill)

WHEREAS, the Village of Wilmette (“Village”) has received a petition for annexation from the owners and electors of the territory, pursuant to Chapter 65, Act 5, Section 7-1-1 of the Illinois Compiled Statutes attached hereto as Exhibit A: and

WHEREAS, the territory (Partial PIN 05-29-204-019-0000, Partial PIN 05-29-206-018-0000, and PIN 05-29-204-022-0000) to be annexed is described on the Plat of Annexation attached hereto as Exhibit B; and

WHEREAS, the territory described in the petition is not within the corporate limits of any municipality but is contiguous to the Village; and

WHEREAS, the territory proposed to be annexed will continue to be serviced by the same Library District; and

WHEREAS, the territory is not serviced by a Fire Protection District; and

WHEREAS, the Plan Commission, after giving due and proper notice, held a public hearing on September 9, 2021 on the foregoing application, and thereafter filed with the President and Board of Trustees of the Village a report recommending that the Village Board grant the petition for annexation; and

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

SECTION 1: The foregoing findings and recitals are hereby made a part of this Ordinance and are incorporated by reference as if set forth verbatim herein.
SECTION 2: That the territory being accurately described and depicted on the Plat of Annexation attached hereto as Exhibit B is hereby annexed to the Village of Wilmette, County of Cook, and State of Illinois.

SECTION 3: That the Village Clerk is hereby directed to record with the Recorder of Deeds and to file with the County Clerk a certified copy of this Ordinance together with an accurate map of the territory annexed appended to this Ordinance.

SECTION 4: This Ordinance shall be in full force and effect from and after its passage and approval as required by law.

PASSED by the President and Board of Trustees of the Village of Wilmette, Illinois, on the 28th day of September 2021, according to the following roll call vote:

AYES: None.
NAYS: None.
ABSTAIN: None.
ABSENT: None.

______________________________
Clerk of the Village of Wilmette, IL

APPROVED by the President of the Village of Wilmette, Illinois, this 28th day of September 2021.

______________________________
President of the Village of Wilmette, IL

ATTEST:

______________________________
Clerk of the Village of Wilmette, IL
Exhibit B

PLAT of ANNEXATION

LEGAL DESCRIPTION:

PARCEL 1:
LOT A, BEING BROWN'S CONSOLIDATION OF LOTS 14, 15 AND 16 IN BLOCK 3 IN FIRST ADDITION TO KENMORE AND A PART OF LOT 29 IN INDIAN HILL SUBDIVISION NO. 3, ALL BEING IN SECTION 29, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED JANUARY 18, 1953 AS DOCUMENT 155207/31.
EXCEPTING THEREFROM ALL THAT PART THEREOF LYING SOUTH OF THE ORIGINAL SOUTH LINE OF LOT 29 IN INDIAN HILL SUBDIVISION NUMBER 3, RECORDED NOVEMBER 17, 1915 AS DOCUMENT NO. 5772392, IN COOK COUNTY, ILLINOIS.

PARCEL 2:
THAT PART OF LOT 30, IN INDIAN HILL SUBDIVISION NO. 3, DESCRIBED AS FOLLOWS BEGINNING AT THE SOUTHWEST CORNER OF LOT 30, BEING THE INTERSECTION OF THE MOST SOUTHERLY LINE OF SAID LOT 30; THENCE NORTH ALONG THE WEST LINE THEREOF 27.13 FEET TO THE DORING LINE BETWEEN LOTS 29 AND 30 IN SAID INDIAN HILL SUBDIVISION NO. 3; THENCE SOUTHWESTLY 86.75 FEET TO A POINT, SAID POINT BEING 15 FEET NORTH OF THE SOUTH Line OF SAID LOT 30, AND ON THE WEST LINE EXTENDED NORTH OF THE 16-FOOT PUBLIC ALLEY ALONG AND ALONGING LOTS 29 AND 30 A DISTANCE OF 8 FEET TO THE CENTER LINE EXTENDED NORTH OF THE 16-FOOT PUBLIC ALLEY THENCE SOUTH LONG SAID CENTER LINE A DISTANCE OF 15 FEET TO THE SOUTH LINE OF SAID LOT 30, THENCE WEST ALONG SAID SOUTH LINE 84.64 FEET TO THE POINT OF BEGINNING; SAID INDIAN HILL SUBDIVISION NO. 3, BEING IN THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL Meridian, IN COOK COUNTY, ILLINOIS.

PARCEL 3:
The southeasterly 26 FEET OF LOT "A" IN HILL AND BECKETT'S CONSOLIDATION, RECORDED NOVEMBER 16, 1951, AS DOCUMENT 15218430, ALL IN COOK COUNTY, ILLINOIS.
ORDINANCE NO. 2021-O-59
AN ORDINANCE AUTHORIZING A ZONING MAP AMENDMENT

(56 Indian Hill)

WHEREAS, Beach Club 100, LLC (“Applicant”) has requested a zoning map amendment in accord with Section 4.5 of the Zoning Code. Specifically, Applicant requests a rezoning from the R District (Single-Family Detached Residence District) to R1-C (Single-Family Detached Residence District) for the subject property commonly known as 56 Indian Hill, Wilmette, Cook County, Illinois, and legally described as:

PARCEL 1:
LOT A, BEING BROWN'S CONSOLIDATION OF LOTS 14, 15 AND 16 IN BLOCK 3 IN FIRST ADDITION TO KENILWORTH AND A PART OF LOT 29 OF INDIAN HILL SUBDIVISION NO. 3, ALL BEING IN SECTION 29, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED JANUARY 16, 1953 AS DOCUMENT 15527026, EXCEPTING THEREFROM ALL THAT PART THEREOF LYING SOUTH OF THE ORIGINAL SOUTH LINE OF LOT 29 IN INDIAN HILL SUBDIVISION NUMBER 3, RECORDED. NOVEMBER 17, 1915 AS DOCUMENT No. 5772392, IN COOK COUNTY, ILLINOIS.

PARCEL 2:
THAT PART OF LOT 30, IN INDIAN HILL SUBDIVISION NO. 3, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 30, BEING THE INTERSECTION OF THE WEST LINE OF LOT 30 WITH THE MOST SOUTHERLY LINE OF SAID LOT 30; THENCE NORTH ALONG THE WEST LINE THEREOF 27.13 FEET TO THE DIVIDING LINE BETWEEN LOTS 29 AND 30 IN SAID INDIAN HILL SUBDIVISION NO. 3; THENCE SOUTHEASTERLY 58.73 FEET TO A POINT, SAID POINT BEING 15 FEET NORTH OF THE SOUTH LINE OF SAID LOT 30, AND ON THE WEST LINE EXTENDED NORTH OF THE 16-FOOT PUBLIC ALLEY LYING EAST OF AND ADJOINING LOTS 14, 15 AND 16 IN BLOCK 3 IN FIRST ADDITION TO KENILWORTH, OF SECTION 29, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE EAST PARALLEL WITH THE SOUTH LINE OF SAID LOT 30 A DISTANCE OF 8 FEET TO THE CENTER LINE EXTENDED NORTH OF THE SAID 16-FOOT PUBLIC ALLEY; THENCE SOUTH ALONG SAID CENTER LINE A DISTANCE OF 15 FEET TO THE SOUTH LINE OF SAID LOT 30; THENCE WEST ALONG SAID SOUTH LINE 64.94 FEET TO THE POINT OF BEGINNING, SAID INDIAN HILL SUBDIVISION NO. 3, BEING IN THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4
OF SECTION 29, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THE SOUTHEASTERLY 26 FEET OF LOT "A" IN HILL AND BLACKETT'S CONSOLIDATION, RECORDED NOVEMBER 16, 1951, AS DOCUMENT 15218430, ALL IN COOK COUNTY, ILLINOIS

Partial PIN 05-29-204-019-0000, Partial PIN 05-29-206-018-0000, and PIN 05-29-204-022-0000

WHEREAS, the Plan Commission, after giving due and proper notice, held a public hearing on September 9, 2021 on the foregoing application, and thereafter filed with the President and Board of Trustees of the Village a report accompanied by findings of fact specifying the reasons for the report and recommending granting the requested relief;

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

SECTION 1: The foregoing findings and recitals are hereby made a part of this Ordinance and are incorporated by reference as if set forth verbatim herein.

SECTION 2: The aforementioned report and recommendation of the Plan Commission is concurred in and the map amendment is granted so that the subject property shall be designated R1-C, (Single-Family Detached Residence District) on the official zoning map of the Village.

SECTION 3: This Ordinance shall be in full force and effect from and after its passage and approval as required by law.

PASSED by the President and Board of Trustees of the Village of Wilmette, Illinois, on the 28th day of September, 2021, according to the following roll call vote:

AYES: None.

NAYS: None.

ABSTAIN: None.

ABSENT: None.
Clerk of the Village of Wilmette, IL

APPROVED by the President of the Village of Wilmette, Illinois, this 28th day of September, 2021.

President of the Village of Wilmette, IL

ATTEST:

Clerk of the Village of Wilmette, IL
REQUEST FOR BOARD ACTION

Community Development Department

SUBJECT: Amendment to the Approved Final Planned Unit Development & License Agreement for Parking During Construction– 1210 Central Avenue

MEETING DATE: September 28, 2021

FROM: John Adler, Director of Community Development (Zoning Administrator)

BUDGET IMPACT: None

Recommended Motion

Introduction of Ordinance 2021-O-58 amending the special use for Planned Unit Development (final plan) - 1210 Central Avenue. Waiver of rules; adoption of Ordinance #2021-O-58 amending the special use for Planned Unit Development (final plan) - 1210 Central Avenue.

Move to adopt Resolution 2021-R-56 approving an amended and restated license agreement with Green Bay Wilmette LLC for the purposes of allowing off street parking during construction of 1210 Central Avenue.

Procedure

On April 28, 2020, the Village Board granted preliminary approval of a Planned Unit Development”) to permit the construction of a mixed-use building containing approximately 5,900 square feet of commercial space on the ground floor and approximately 109 dwelling units (“Project”) on property located in the VC, Village Center zoning district - Pedestrian Commercial West, commonly known as 1210 Central Avenue, in conformance with the plans submitted.

Under the Village’s 2014 zoning code, preliminary approval is the major approval stage for a PUD. During final plan review stage of the process, the main decision point is whether the final plan substantially conforms to the preliminary approval. The zoning code states that:

“The Zoning Administrator must recommend approval of the Final Plan to the Village Board if it is in substantial compliance with the Preliminary Plan and all Village regulations.” (Sec. 20-6.6(d)(2)).
Once the Zoning Administrator certifies to the Village Board that the final plan is in substantial compliance with the preliminary approval, the Village Board may approve the ordinance granting the PUD. (Sec. 20-6.6(d)(2)(C)).

On October 27, 2020, the Village Board granted final PUD approval to the proposed PUD in accordance with the recommendation from the Zoning Administrator.

**Waiver of Rules**

Optima has requested that the Village Board waive its rules and adopt Ordinance 2021-O-58 on September 28, 2021. The Village has recently approved the water/sewer disconnect permit and the building demolition permit. Optima has indicated its intent to pull their foundation permit immediately following approval of the amended PUD. Per discussions with Optima, this timeline is important to ensure they are ready for occupancy during the spring rental season in 2023.

**Discussion**

To date, the Village has not issued any construction permits, nor has Optima begun construction of the Project. Since Final Plan approval was granted, and prior to the commencement of construction, Optima has conducted further market analysis and finalized construction drawings that have brought about a number of requested amendments to the approved Final Plan. Should the Village Board desire to accept any or all of these amendments, an ordinance amending the Final Plan approval is required.

The requested amendments are listed below and addressed in additional detail in Optima’s attached letter requesting the amendments.

It is the Zoning Administrator's opinion the proposed amendments are in keeping with the preliminary and final approvals and the public discussions surrounding the project by both the Plan Commission and the Village Board.

**Ground Floor Changes**

- The Central Avenue ground floor façade west from the retail space was reduced 3’ in length, thus increasing the area available for outdoor dining. Reflected as 1.0 on amended Sheet PUD-A201.
- The landscaping at the southwest corner of the property was revised by making the depth smaller, 10’ versus 15’, and the width made greater, 23’ versus 11.5’. This change increases the landscape area from 172.5 square feet to 239 square feet. The Engineering Department has reviewed the change and has indicated that adequate sight lines will still be provided with the amendment. Reflected as 2.0 on amended Sheet PUD-A201.
- The fence adjoining the above-described landscaped area will remain stone panels but the stone panels on the curtain wall system have been changed to spandrel glass. Spandrel glass was also substituted for the metal panel wall along the west side loading area. Reflected as 3.0 on amended Sheet PUD-A201.
• The interior of the residential portion of the ground floor was revised with the dwelling unit count reduced from 9 to 7. The footprint of the structure was revised slightly in the courtyard, but the floor area of the ground floor remained approximately the same. Reflected as 4.0 on amended Sheet PUD-A201.

• The depth of the ground floor commercial space on the corner was increased from 37.5’ to 39.5’. The depth of the commercial space north of the retail lobby was reduced from 37.5’ to 35’. The square footage of the commercial space remains at approximately 5,900 square feet. Reflected as 5.0 on amended Sheet PUD-A201.

Second Floor Change

• The revised ground floor residential floor plans increased the usable roof space for second floor terraces off two of the residential units. These terraces overlook the interior courtyard to the south and a parking lot to the north. Reflected as 6.0 on amended Sheet PUD-A202.

Second Floor to Sixth Floor Change

• Number of dwelling units on floor 2 through 6 was reduced from 100 to 93. The total reduction in units, including the ground floor reduction, results in the total number of residential units being decreased from 109 to 100.

Elevation Changes

• On the east and west elevations, two columns of terraces were moved. The inset northern most terraces were moved 10’ north and the inset southern terraces were moved 20’ south. Reflected as 7.0 on amended Sheets PUD-A202 through A206.

• On the south elevation the middle two terraces were moved. The eastern middle terrace was moved 12.5’ west and the western middle terrace was moved 7.6’ east. Reflected as 8.0 on amended Sheets PUD-A202 through A206.

• The wrap around terrace on the southeast corner of the 5th and 6th floors was broken up to provide privacy between units. Reflected as 9.0 on amended Sheets PUD-A205 & A206.

• The terraces on the inset of the courtyard were made slightly larger. Reflected as 10.0 on amended Sheets PUD-A202 through A206.

• At the northwest and northeast exterior terraces, a structural column is exposed to view. Reflected as 11.0 on amended Sheets PUD-A202 through A206.

• The dark grey slab wrap is now located behind the glass of the curtain wall system. Optima in their letter indicated that this was done to significantly increase the energy efficiency of the building, counting towards their pursuit of Two Green Globes.

The proposed amendments are highlighted on the revised floor plans submitted by Optima. In addition, Optima submitted two revised renderings along with the original renderings to show how the appearance of the exterior of the building changes with the proposed amendments.
Certification of Conformance of Final Plan with Preliminary Approval

By transmittal of this memorandum, the Zoning Administrator certifies that the amended Final Plan is in substantial compliance with the Preliminary Plan approved on April 28, 2020 and there are no material differences between the Final Plan approved on October 27, 2020 and the proposed amended Final Plan.

License for Parking at 1225 Central

The Village and Optima entered into a License Agreement, by which Optima would be authorized to use the property at 1225 Central Ave for parking of certain vehicles. The License Agreement contemplated the parking of Optima employee and Optima contractor personal vehicles and not the parking of any construction vehicles. Optima requested an amendment to the License Agreement to expand the authorization to include the placement of no more than two office trailers and no more than two 8’ x 20’ “tool cubes” which will be used during the course of construction. Tool cubes are essentially smaller versions of cargo containers (a photo of which is attached to this memorandum). Currently, the property is a gravel lot that can accommodate the overnight parking and use of the additional “Vehicles” as requested by Optima. This request should not have any negative impact upon the neighboring properties and further accomplishes the stated public purpose of keeping certain construction related vehicles parked or stored in off-street parking areas and not parked on public streets.

Budget Impact

There is no impact to the budget.

Documents Attached

1. Letter requesting Final PUD Amendment with attachments
2. Ordinance 2021-O-58 amending the Final PUD
3. Renderings – original and amended
4. Photograph of tool cube
5. Ordinance 2020-O-47 granting Final PUD approval
6. Resolution 2021-R-56 and License Agreement
Board of Trustees
c/o Mr. John Adler
Director of Community Development
1200 Wilmette Avenue
Wilmette, IL 60091-0040

September 14, 2021

Re: Optima Verdana – Minor Modifications

To the Board of Trustees:

Following the approval of the PUD for the project, we received updated marketing information that indicates that fewer, larger residential units are more appropriate for the success of the project. We propose reducing the number of residential units to 100, instead of the approximately 109 originally planned.

We have revised the PUD drawing set to reflect this reduction of residential units, as well as to identify the following minor modifications that have resulted from the coordination of the design with the engineering of building systems and general coordination. The following modifications are noted with red text on the plans:

Ground Floor Changes

- The Central Avenue ground floor façade west from the retail space was reduced 3’ in length, thus increasing the outdoor private dining area square footage.

- The landscaping at the southwest corner of the property was revised by making the depth smaller, 10’ versus 15’, and the width made greater, 23’ versus 11.5’. This change increases the landscape area from 172.5 square feet to 239 square feet. The Engineering Department has reviewed the change and has indicated that adequate site lines will still be provided with the revision.

- The stone panels of the fence surrounding the landscape area described above remains. However, the stone panels on the curtainwall system changed to spandrel glass.
• The interior of the residential portion of the ground floor was revised with the dwelling unit count reduced from approximately 9 to 7. The footprint of the structure was revised slightly in the courtyard, but the floor area of the ground floor remained approximately the same.

• The depth of the ground floor commercial space on the corner was increased from 37.5’ to 39.5’. The depth of the commercial space north of the retail lobby was reduced from 37.5’ to 35’. The square footage of the commercial space remains at approximately 5,900 square feet. As Optima is its own broker of such commercial spaces, we are confident that the modifications to the depth will not negatively impact its marketability.

Second Floor Change
• The revised first ground floor residential floor plans increased the usable roof space for second floor terraces off two of the residential units. These terraces overlook the interior courtyard to the south and a parking lot to the north. Moves to other terraces to coordinate with the unit layouts are also noted.

Second Floor to Sixth Floor Change
• Number of dwelling units on floor 2 through 6 was reduced from approximately 100 to 93. The total reduction in units, including the ground floor reduction, results in the total number of residential units being decreased from approximately 109 to 100. Moves to other terraces to coordinate with the unit layouts are also noted.

Elevation Changes
• On the east and west elevations, two tiers of terraces were moved. The inset northern most terraces were moved 10’ north and the inset southern terraces were moved 20’ south.

• On the south elevation the middle two tiers of terraces were moved. The eastern middle terrace was moved 12.5’ west and the western middle terrace was moved 7.6’ east.

• The terrace on the southeast corner of the 5th and 6th floors was separated to create privacy between residences by sliding the bedroom to the south façade.

• The terraces on the inset of the courtyard were made slightly larger.

• At the NE and NW exterior terraces, a structural column is exposed to view. The reason for this change is that structural engineering restricted the cantilevered slab dimension.

• The dark gray slab wrap is now located behind the glass of the curtain wall system. This system provides a significantly more energy efficient building enclosure which is counted towards the project goal of Two Green Globes.
• The typical terrace guardrail detail on sheet PUD-314 will be fabricated of steel for paint finish instead of aluminum as it is fabricated attached to the steel planter box. The slab edge at the terraces will be dark gray concrete.
• The exterior material surrounding the garage door on sheet PUD-315 will be spandrel glass in lieu of the metal panel system indicated previously.

**Note that all moves to the terraces are noted in red on the in the plans and are updated on the elevations.**

We feel that these minor modifications remain consistent with the design intent of the PUD, and, as such, we respectfully request your consideration for approval.

We appreciate your time and effort. We are looking forward to breaking ground on the project and to contributing to the Wilmette community.

Sincerely,

[Signature]

William F. Duke, AIA
Senior Vice President, Optima

Cc: David Hovey, Jr, AIA, Optima
    David C. Hovey, Sr, FAIA, Optima
    Mark Segal, Optima

Encl: Revised PUD drawings:
Group Exhibit B, prepared by Manhard Consulting, Ltd, dated 9/15/2021, including two sheets, “Sheet 1 of 2,” and “Sheet 2 of 2”
Group Exhibit C, prepared by Collaborative V Design Studio, Inc., dated 9/14/21, including L1.0 through L1.5
### Building Data

- **Average Unit Size**: 1,506 SF

<table>
<thead>
<tr>
<th>Unit Type</th>
<th>Count</th>
<th>Mix %</th>
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<tbody>
<tr>
<td>1 BR</td>
<td>23</td>
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</tr>
<tr>
<td>2 BR</td>
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<td>46%</td>
</tr>
<tr>
<td>3 BR</td>
<td>31</td>
<td>31%</td>
</tr>
</tbody>
</table>

#### Parking Count

- **Lower Level 1 Information**
  - Public Use Accessible Parking Spaces: 2
  - Residential Accessible Parking Spaces: 4
  - Residential Total: 102

- **Lower Level 2 Information**
  - Residential Parking Spaces: 86
  - Residential Total: 102
  - Total Parking Spaces: 201

#### Gross Retail Area
- **Level 1**: 5,900 SF
- **Total**: 5,900 SF

#### Net Retail Area
- **Level 1**: 5,900 SF

*Residential Parking Ratio Achieved = 1.73 Spaces per Unit
**(2) EV Charging Stations Provided in Public Use Parking
***6) EV Charging Stations Provided in Private Residential Parking*
LEVEL 1
0’ - 0”

LEVEL 2
13’ - 0”

LEVEL 3
22’ - 5 1/2”

LEVEL 4
31’ - 11”

LEVEL 5
41’ - 4 1/2”

LEVEL 6
50’ - 10”

T/ ROOF
62’ - 0”

LEVEL 7
63’ - 0”

T/ ELEV. OVERRUN
79’ - 11”

T/ AMENITIES
72’ - 8”

DARK GRAY METAL SLAB COVER, BEHIND GLASS
DARK GRAY STEEL
PLANTER GUARDRAIL
DARK GRAY ALUMINUM AND CLEAR GLASS WINDOW WALL SYSTEM
DARK GRAY METAL SLAB COVER, BEHIND GLASS
DARK GRAY CONCRETE SLAB
PARKING SIGNAGE, TYP. SEE NOTE 2
RED STONE PANEL SYSTEM OR SIMILAR

CONCRETE COLUMN
PAINTED METAL LOUVER, TYPICAL
MECHANICAL SCREEN WALL OF LIGHT GRAY METAL PANELS
ALUMINUM AND GLASS WINDOW WALL SYSTEM
SIGNAGE ABOVE COMMERCIAL ENTRY DOOR, TYP. SEE NOTE 1.1
NOTE: ESTABLISHED GRADE IS 610.4

LEVEL 1
0’ - 0”

LEVEL 2
13’ - 0”

LEVEL 3
22’ - 5 1/2”

LEVEL 4
31’ - 11”

LEVEL 6
50’ - 10”

T/ ROOF
62’ - 0”

LEVEL 5
41’ - 4 1/2”

LEVEL 7
63’ - 0”

T/ ELEV. OVERRUN
79’ - 11”

T/ AMENITIES
72’ - 8”

DARK GRAY METAL SLAB COVER, BEHIND GLASS
DARK GRAY ALUMINUM AND CLEAR GLASS WINDOW WALL SYSTEM
ALUMINUM AND GLASS WINDOW WALL SYSTEM
CONCRETE COLUMN
SIGNAGE ABOVE COMMERCIAL ENTRY DOOR, TYP. SEE NOTE 1.1
NOTE: ESTABLISHED GRADE IS 610.4

LEGEND OF GLASS TYPES
= CLEAR GLASS WITH LOW-E COATING
= CLEAR GLASS WITH LOW-E COATING AND BIRD-FRIENDLY TREATMENT
= SPANDREL GLASS WITH LOW-E COATING

BIRD-FRIENDLY DESIGN FEATURE NOTES:
A. LEED PILOT CREDIT 55 “BIRD COLLISION DETERRANCE” ESTABLISHED THE FIRST THREE FLOORS OF A BUILDING AS “ZONE 1” THAT IS THE HIGHEST THREAT FOR BIRD COLLISIONS. THE REQUIREMENT FOR ZONE 1 IS FOR THERE TO BE A BIRD COLLISION THREAT RATING (BCTR) OF 15 OR LESS.
B. GLASS ON THE FIRST THREE FLOORS WILL BE TREATED WITH BIRD-FRIENDLY GLAZING APPLICATIONS TO ASSIST WITH DETERRING BIRD COLLISIONS.
C. TERRACES TO BREAK-UP THE GLASS FACADE CREATE PHYSICAL DIFFERENTIATION.
D. SPANDREL GLASS ON NORTH FACADE HAS NO TRANSPARENCY AND WILL BE TREATED ON FIRST THREE FLOORS TO ADDRESS REFLECTIVITY.
E. RESIDENTIAL COMMON AREA LIGHTING INTERNAL TO THE BUILDING WITH NO EXTERNAL LIGHT POLLUTION.
F. ROOF TOP LIGHTING WILL BE ON TIMERS.
G. FUNCTION OF THE RESIDENTIAL BUILDING LANDS FIRST TO LIMITED OVERNIGHT LIGHTING.
H. NO VISIBLE INTERIOR LANDSCAPING.

SIGNAGE NOTES:
1. BUILDING SIGNAGE TO CONFORM W/ VILLAGE SIGNAGE ORDINANCE.
2. RETAIL SIGNAGE TO BE PANEL TYPE, MOUNTED HIGH AND TIGHT TO FACE OF STOREFRONT. SEE EAST ELEVATION
3. RESIDENTIAL SIGNAGE TO BE LETTERS ON GLASS.
4. PUBLIC PARKING SIGNAGE TO CONFORM W/ VILLAGE SIGNAGE ORDINANCE.
5. PROJECT WILL PROVIDE FOR DIRECTORIAL SIGNAGE PROGRAM FOR PUBLIC PARKING AND PARKING AVAILABILITY SIGNAGE AT ENTRANCE TO GARAGE.

NOTE: ESTABLISHED GRADE IS 610.4

LEGAL DOCUMENTS:
- Reference materials, drawings, and specifications related to the project.

LOCATION:
- 630 Vernon Ave., Suite E, Glencoe, IL 60022
- 847-835-8400

DATE:
- 09/14/21
LEVEL 1
0' - 0''

LEVEL 2
13' - 0''

LEVEL 3
22' - 5 1/2''

LEVEL 4
31' - 11''

LEVEL 6
50' - 10''

T/ ROOF
62' - 0''

LEVEL 5
41' - 4 1/2''

ROOF TERRACE
63' - 0''

T/ ELEV. OVERRUN
79' - 11''

T/ AMENITIES
72' - 8''

DARK GRAY METAL SLAB COVER, BEHIND GLASS
DARK GRAY ALUMINUM AND CLEAR SPANDREL GLASS WINDOW WALL SYSTEM

MECHANICAL SCREEN WALL OF LIGHT GRAY METAL PANELS

CONCRETE ELEVATOR OVERRUND
DARK GRAY ALUMINUM AND CLEAR GLASS WINDOW WALL SYSTEM

ROOF OVERRUND

LEED FACADE ZONE 1
31'-11'' (FIRST 3 FLOORS)

NOTE: ESTABLISHED GRADE IS 610.4

SIGNAGE ABOVE GARAGE RAMP, TYP. SEE NOTE 2

PARKING AVAILABILITY SIGNAGE, SEE NOTE 2

RED STONE PANEL SYSTEM OR SIMILAR

SPANDREL GLASS

DARK GRAY ALUMINUM AND CLEAR GLASS WINDOW WALL SYSTEM

DARK GRAY STEEL PLANTER GUARDRAIL

DARK GRAY ALUMINUM AND CLEAR GLASS WINDOW WALL SYSTEM

DARK GRAY METAL SLAB COVER, BEHIND GLASS

DARK GRAY CONCRETE SLAB

DARK GRAY ALUMINUM AND CLEAR SPANDREL GLASS WINDOW WALL SYSTEM & GLASS DOORS

CONCRETE ELEVATOR OVERRUND

DARK GRAY CONCRETE SLAB

DARK GRAY STEEL PLANTER GUARDRAIL

DARK GRAY ALUMINUM AND CLEAR SPANDREL GLASS WINDOW WALL SYSTEM

DARK GRAY ALUMINUM AND CLEAR SPANDREL GLASS WINDOW WALL SYSTEM & GLASS DOORS

SPANDREL GLASS

DARK GRAY METAL SLAB COVER, BEHIND GLASS

DARK GRAY ALUMINUM AND CLEAR SPANDREL GLASS WINDOW WALL SYSTEM

MECHANICAL SCREEN WALL OF LIGHT GRAY METAL PANELS

CONCRETE ELEVATOR OVERRUND
DARK GRAY ALUMINUM AND CLEAR GLASS WINDOW WALL SYSTEM

RED STONE PANEL SYSTEM OR SIMILAR

NOTE: ESTABLISHED GRADE IS 610.4

LEGEND OF GLASS TYPES
= CLEAR GLASS WITH LOW-E COATING
= CLEAR GLASS WITH LOW-E COATING AND BIRD-FRIENDLY TREATMENT
= SPANDREL GLASS WITH LOW-E COATING
= SPANDREL GLASS WITH LOW-E COATING AND BIRD-FRIENDLY TREATMENT

EXTERIOR ELEVATIONS

PUD-A312

WEST ELEVATION

NORTH ELEVATION

SIGNAGE NOTES:
1. BUILDING SIGNAGE TO CONFORM W/ VILLAGE SIGNAGE ORDINANCE.
   1.1. RETAIL SIGNAGE TO BE PANEL TYPE, MOUNTED HIGH AND TIGHT TO FACE OF STOREFRONT. SEE EAST ELEVATION.
   1.2. RESIDENTIAL SIGNAGE TO BE LETTERS ON GLASS.
2. PUBLIC PARKING SIGNAGE TO CONFORM W/ VILLAGE SIGNAGE ORDINANCE.
   2.1. PROJECT WILL PROVIDE FOR DIRECTED SIGNAGE PROGRAM FOR PUBLIC PARKING AND PARKING AVAILABILITY SIGNAGE AT ENTRANCE TO GARAGE.

BIRD-FRIENDLY DESIGN FEATURE NOTES:
A. LEED PILOT CREDIT 36 "BIRD COLLISION DETERRENCE" DESIGNATES THE FIRST THREE FLOORS OF A BUILDING AS "ZONE 1" THAT IS THE HIGHEST THREAT FOR BIRD COLLISIONS. THE REQUIREMENT FOR ZONE 1 IS FOR THERE TO BE A BIRD COLLISION THREAT RATING (BCTR) OF 15 OR LESS.
   A. GLASS ON THE FIRST THREE FLOORS WILL BE TREATED WITH BIRD-FRIENDLY GLAZING APPLICATIONS TO ASSIST WITH DETERRING BIRD COLLISIONS.
   B. TERRACES TO BREAK-UP THE GLASS FACADE CREATE PHYSICAL DIFFERENTIATION.
   C. USE OF METAL GUARDRAILS AT TERRACES INSTEAD OF GLASS.
   D. SPANDREL GLASS ON NORTH FACADE HAS NO TRANSPARENCY AND WILL BE TREATED ON FIRST THREE FLOORS TO ADDRESS REFLECTIVITY.
   E. RESIDENTIAL COMMON AREA LIGHTING INTERNAL TO THE BUILDING WITH NO EXTERNAL LIGHT POLLUTION.
   F. ROOF TOP LIGHTING WILL BE ON TIMERS.
   G. FUNCTION OF THE RESIDENTIAL BUILDING LENDS ITSELF TO LIMITED OVERNIGHT LIGHTING.
   H. NO VISIBLE INTERIOR LANDSCAPING.
ORDINANCE NO. 2021-O-58
AN ORDINANCE AMENDING THE SPECIAL USE FOR PLANNED UNIT DEVELOPMENT (FINAL PLAN) (1210 Central Avenue)

WHEREAS, Green Bay Wilmette LLC (“Applicant”), in accordance with Appendix A, Article 30 of the Wilmette Village Code (“Zoning Ordinance”), applied for a Special Use for Planned Unit Development (Preliminary Plan) (“Preliminary Plan”) to permit the construction of a mixed-use building containing approximately 5,900 square feet of commercial space on the ground floor and approximately 100 dwelling units (“Project”) on property located in the VC, Village Center zoning district - Pedestrian Commercial West, commonly known as 1210 Central Avenue, Wilmette, Cook County, Illinois (“Subject Property”), and legally described as follows:

Lot 4 (except the Northwesterly 25 feet thereof) and all of Lot 5 in Block 4 in the Village of Wilmette in Section 34, Township 42 North Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

PINs: 05-34-101-034-0000 and 05-34-101-035-0000; and

WHEREAS, the Plan Commission, after giving due and proper notice as required by law, held a public hearing on January 7, 2020 and February 4, 2020, on the foregoing application; and

WHEREAS, the Plan Commission failed to provide a positive recommendation upon the Applicant’s original request; and

WHEREAS, at the Village Board of Trustees meetings on February 25, 2020 and March 10, 2020, the Applicant amended its application and its original plans to include the versions of such plans which were adopted by Ordinance No. 2020-O-43 Granting a Special Use for PUD (Final Plan) for the Project with certain conditions (“Ordinance 2020-O-43”); and

WHEREAS, the amended application was the same subject matter and the same relief sought by the Applicant as discussed at the Plan Commission, except for certain design changes and increases to the public benefits offered to the Village of Wilmette by the Applicant; and
WHEREAS, on March 10, 2020, the Village President and Board of Trustees found that the Project meets the standards set forth in the Zoning Ordinance for planned unit developments, including but not limited to the standards contained in Section 30-6.4 and Section 30-6.6(c)(2)(E) of the Zoning Ordinance, that the exceptions from the regulations of the VC, Village Center Zoning District which are reflected on the Plans are appropriate in the context of the Project and meet the standards set forth in Section 30-6.5 of the Zoning Ordinance, and that the Project will provide substantial public benefit to the Village of Wilmette in the manner described below; and

WHEREAS, on March 10, 2020, the Village President and Board of Trustees then voted, by a vote of 5 to 2, to approve the requested special use for planned unit development and approve the Preliminary Plan with certain conditions imposed and public benefits agreed upon, and they directed the preparation of Ordinance 2020-O-22 to approve the special use for planned unit development and the Preliminary Plan and to codify the conditions imposed and the public benefits agreed upon between the Applicant and the Village; and

WHEREAS, on April 28, 2020, the Village President and Board of Trustees unanimously adopted Ordinance No. 2020-O-22 Granting a Special Use for PUD (Preliminary Plan) for the Project with certain conditions (“Ordinance 2020-O-22”); and

WHEREAS, the Applicant submitted its Final Plan – as contemplated by Section 30-6.6(d) of the Zoning Ordinance – within one (1) year from the approval of Ordinance 2020-O-22 to the Village’s Zoning Administrator; and

WHEREAS, the Applicant’s submitted a Final Plan that contains minor amendments and changes to the approved Preliminary Plan; and

WHEREAS, even with such minor amendments and changes, the Applicant’s submitted Final Plan is still in substantial conformance with the approved Preliminary Plan; and
WHEREAS, the Zoning Administrator recommended approval of the Final Plan as it is in substantial conformance with the approved Preliminary Plan;

WHEREAS, on October 27, 2020, the Village Board unanimously adopted Ordinance 2020-O-43; and

WHEREAS, the Applicant has requested minor amendments and changes to the approved Final Plan; and

WHEREAS, even with such minor amendments and changes, the Applicant’s submitted requests to amend the Final Plan is in substantial conformance with the approved Preliminary Plan and the approved Final Plan; and

WHEREAS, the Zoning Administrator recommends approval of the amended Final Plan as it is in substantial conformance with the approved Preliminary Plan and the approved Final Plan;

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

SECTION 1: The foregoing findings and recitals, and each of them, are hereby made a part of this Ordinance and are incorporated by reference as if set forth verbatim herein.

SECTION 2: The Village President and Board of Trustees find as follows:

1. The Project meets the standards set forth in the Zoning Ordinance for planned unit developments, including but not limited to the standards contained in Section 30-6;

2. The exceptions from the regulations of the underlying VC Zoning District which are reflected in the Plans (as defined below) are appropriate in the context of the Project and meet the standards set forth in Section 30-6.5 of the Zoning Ordinance;

3. The Project provides substantial public benefit to the Village of Wilmette including, but not limited to:

   i. the payment by the Applicant of a one-time contribution to the Village in the amount of one million six hundred thousand dollars ($1,600,000) to be used for affordable housing within the Village (“Affordable Housing Contribution”);
ii. the payment by the Applicant of a one-time contribution of one hundred twenty thousand dollars ($120,000) to the Village to help fund infrastructure improvements within the Village Center (“Infrastructure Contribution”);

iii. the construction and maintenance of an area at the grade level of the Southeast corner of the Subject Property for the purpose of providing a plaza accessible to and for the use of the public (“Plaza”) which shall include outdoor seating for the public as well as a public display of art;

iv. the construction of a parking garage which provides 28 parking spaces (26 general public use parking spaces and two accessible public use parking spaces) (“Public Parking Spaces”) designated for use by the general public on Lower Level 1 of the Project;

v. the construction of a structure that will achieve at least a Two Green Globes® certification for multi-family new construction under the Green Globes® NC 2019 Initiative;

vi. the installation and maintenance of windows on the first three floors of the structure with bird friendly glass applications consistent with the LEED Pilot Credit 55: Bird Collision Deterrence;

vii. construction of a structure and improvement of land that will aid in alleviating storm water runoff.

4. Preliminary PUD approval was granted to the Applicant for the Project by the Corporate Authorities on April 28, 2020;

5. Final PUD approval was granted to the Applicant for the Project by the Corporate Authorities on October 27, 2020;

6. In accord with Section 30-6.6(d) of the Zoning Ordinance, the Applicant timely filed the materials necessary for approval of the Final Plan;

7. In accord with Section 30-6.6(d)(2)(A) of the Zoning Ordinance, the Zoning Administrator has certified to the Corporate Authorities that the Final Plan, as amended, is in substantial conformance with the previously approved Preliminary Plan and has recommended approval of the Final Plan, as amended.

SECTION 3: A Special Use for Planned Unit Development and Final Plan, as amended, is granted for the Project which shall be constructed and maintained on the Subject Property as set forth in the submitted Plans (defined below) and as further conditioned by this Ordinance as follows:

1. The Project shall be a mixed-use building containing approximately 5,900 net square feet of commercial space (approximately 7,761 sf gross area including service corridor),
residential amenity space, approximately 100 residential units with seven residential units on the ground floor and approximately 93 residential units on floors two through six, a roof deck on floor seven with enclosed amenity space, and two underground levels of parking.

2. The Project shall be constructed and maintained on the Subject Property substantially as set forth in the following documents, which shall constitute the Final Plan, as amended, for the Project (collectively, “Plans”):


   b. Grading Plan and Utility Plan prepared by Manhard Consulting, Ltd., dated most recently September 15, 2021, and consisting of two pages, attached as Exhibit B;

   c. Landscape Improvement Plans prepared by Collaborative V Design Studio, Inc., dated September 14, 2021, and consisting of six pages labeled Sheets L1.0 through L1.5 (“Landscape Plans”), attached as Exhibit C.

SECTION 4: This Ordinance shall be in full force and effect from and after its passage and approval as required by law. Any conflicts between this Ordinance, Ordinance 2020-O-22 or Ordinance 2020-O-43 shall be resolved in favor of this Ordinance. All approvals, obligations, restrictions, and requirements provided for in Ordinance 2020-O-22, Ordinance 2020-O-43 that are not otherwise amended by this Ordinance, shall remain in full force and effect. All exceptions from the strict application of the Zoning Ordinance to the Subject Property reflected on the Plans, above, are hereby expressly approved.

PASSED by the President and Board of Trustees of the Village of Wilmette, Illinois, on the 28th day of September 2021, according to the following roll call vote:
AYES: None.
NAYS: None.
ABSTAIN: None.
ABSENT: None.

______________________________
Clerk of the Village of Wilmette, IL

APPROVED by the President of the Village of Wilmette, Illinois, this 28th day of September 2021.

______________________________
President of the Village of Wilmette, IL

ATTEST:

______________________________
Clerk of the Village of Wilmette, IL
### Building Data

**AVERAGE UNIT SIZE**

1,506 SF

<table>
<thead>
<tr>
<th>Building Data</th>
<th>Details</th>
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<tbody>
<tr>
<td><strong>GROSS RETAIL AREA</strong></td>
<td>7,761 SF</td>
</tr>
<tr>
<td><strong>LEVEL 1</strong></td>
<td>5,900 SF <strong>Grand total</strong> 5,900 SF</td>
</tr>
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</table>

**PUBLIC USE TOTAL**

- 26 spaces

**RESIDENTIAL TOTAL**

- 69 spaces

**LOWER LEVEL 1 INFORMATION**

- Public Use Accessible Parking Spaces: 2
- Residential Accessible Parking Spaces: 2
- Residential Parking Spaces: 28
- Residential Total: 32

**LOWER LEVEL 2 INFORMATION**

- Public Use Accessible Parking Spaces: 4
- Residential Accessible Parking Spaces: 8
- Residential Parking Spaces: 30
- Residential Total: 38

**TOTAL PARKING SPACES**

- 201 spaces

*Residential Parking Ratio Achieved = 1.73 Spaces per Unit

**(2) EV Charging Stations Provided in Public Use Parking

**(6) EV Charging Stations Provided in Private Residential Parking

**PARKING COUNT**

**UNIT COUNT AND MIX**

<table>
<thead>
<tr>
<th>Unit Type</th>
<th>Count</th>
<th>Mix %</th>
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</thead>
<tbody>
<tr>
<td>1 BR</td>
<td>23</td>
<td>23%</td>
</tr>
<tr>
<td>2 BR</td>
<td>46</td>
<td>46%</td>
</tr>
<tr>
<td>3 BR</td>
<td>31</td>
<td>31%</td>
</tr>
</tbody>
</table>

**TOTAL UNIT COUNT:** 100

**PUD-A001**

BUILDING DATA

OPTIMA VERDANA

630 VERNON AVE, SUITE E, GLENCOE, IL 60022 847-835-8400

06/14/21
LEGEND OF GLASS TYPES
- CLEAR GLASS WITH LOW E COATING
- CLEAR GLASS WITH LOW E COATING AND BIRD-FRIENDLY TREATMENT
- SPANDREL GLASS WITH LOW COATING

SIGNAGE NOTES:
1. BUILDING SIGNAGE TO CONFORM W/ VILLAGE SIGNAGE ORDINANCE.
   - RETAIL SIGNAGE TO BE PANEL TYPE, MOUNTED HIGH AND TIGHT TO FACE OF STOREFRONT. SEE EAST ELEVATION.
   - RESIDENTIAL SIGNAGE TO BE LETTERS ON GLASS.
2. PUBLIC PARKING SIGNAGE TO CONFORM W/ VILLAGE SIGNAGE ORDINANCE.
   - PROJECT WILL PROVIDE FOR DIRECTORIAL SIGNAGE PROGRAM FOR PUBLIC PARKING AND PARKING AVAILABILITY SIGNAGE AT ENTRANCE TO GARAGE.

BIRD-FRIENDLY DESIGN FEATURE NOTES:
A. LEED PILOT CREDIT 55 "BIRD COLLISION DETERRANCE" ESTABLISHED THE FIRST THREE FLOORS OF A BUILDING AS "ZONE 1" THAT IS THE HIGHEST THREAT FOR BIRD COLLISIONS. THE REQUIREMENT FOR ZONE 1 IS FOR THERE TO BE A BIRD COLLISION THREAT RATING (BCTR) OF 15 OR LESS.
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   - USE OF METAL GUARDRAILS AT TERRACES INSTEAD OF GLASS.
   - SPANDREL GLASS ON NORTH FACADE HAS NO TRANSPARENCY AND WILL BE TREATED ON FIRST THREE FLOORS TO ADDRESS REFLECTIVITY.
   - RESIDENTIAL COMMON AREA LIGHTING INTERNAL TO THE BUILDING WITH NO EXTERNAL LIGHT POLLUTION.
   - ROOF TOP LIGHTING WILL BE ON TIMERS.
   - FUNCTION OF THE RESIDENTIAL BUILDING LICENSED FOR LIMITED OVERNIGHT LIGHTING.
   - NO VISIBLE INTERIOR LANDSCAPING.

H. NO VISIBLE INTERIOR LANDSCAPING.
LEVEL 1
0' - 0"

LEVEL 2
13' - 0"

LEVEL 3
22' - 5 1/2"

LEVEL 4
31' - 11"

LEVEL 6
50' - 10"

T/ ROOF
62' - 0"

LEVEL 5
41' - 4 1/2"

T/ ROOF TERRACE
63' - 0"

T/ ELEV. OVERRUN
79' - 11"

T/ AMENITIES
72' - 8"

DARK GRAY METAL SLAB COVER, BEHIND GLASS
DARK GRAY ALUMINUM AND CLEAR SPANDREL GLASS WINDOW WALL SYSTEM

RED STONE PANEL SYSTEM OR SIMILAR

STATIONERY TRANSFORMERS

SIGNAGE ABOVE GARAGE RAMP, TYP. SEE NOTE 2

SIGNAGE NOTING AVAILABILITY, SEE NOTE 2

WEST ELEVATION

NORTH ELEVATION

LEGEND OF GLASS TYPES

= CLEAR GLASS WITH LOW-E COATING
= CLEAR GLASS WITH LOW-E COATING AND BIRD-FRIENDLY TREATMENT
= SPANDREL GLASS WITH LOW-E COATING

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F. ROOF TOP LIGHTING WILL BE ON TIMERS.

G. FUNCTION OF THE RESIDENTIAL BUILDING LEADS TO LIMITED OVERNIGHT LIGHTING.

H. NO VISIBLE INTERIOR LANDSCAPING.

SIGNAGE NOTES:

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2. RETAIL SIGNAGE TO BE PANEL TYPE, MOUNTED HIGH AND TIGHT TO FACE OF STOREFRONT. SEE EAST ELEVATION.

3. RESIDENTIAL SIGNAGE TO BE LETTERS ON GLASS.

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5. PROJECT WILL PROVIDE FOR DIRECTIONAL SIGNAGE PROGRAM FOR PUBLIC PARKING AND PARKING AVAILABILITY SIGNAGE AT ENTRANCE TO GARAGE.

NOTE: ESTABLISHED GRADE IS 610.4

M&R BUILDING T/ ROOF = 69'
62'-0" T/ ROOF STRUCTURE
63'-0" ROOF TERRACE

M&R BUILDING MECH. SCREEN = 75.45'

PARKING AVAILABILITY SIGNAGE, SEE NOTE 2

PUD-A132 EXTERIOR ELEVATIONS

630 VERNON AVE., SUITE E, GLENCOE, IL 60022 847-835-8400

09/14/21
3 GARAGE DOOR DETAIL

2 GARAGE DOOR AND WALL ELEVATION

1 RETAIL SIGNAGE DETAIL
GROUP EXHIBIT B
VIEW NORTHWEST FROM INTERSECTION OF GREENBAY & CENTRAL

3.0
PUD-APPX-A301
RENDERING

OPTIMA WILMETTE
630 VERNON AVE. SUITE E GLENCOE, IL 60022 847-835-8400
ORDINANCE NO. 2020-O-43

AN ORDINANCE GRANTING A SPECIAL USE FOR PLANNED UNIT DEVELOPMENT (FINAL PLAN) PURSUANT TO THE WILMETTE ZONING ORDINANCE
(1210 Central Avenue)

WHEREAS, Green Bay Wilmette LLC ("Applicant"), in accordance with Appendix A, Article 30 of the Wilmette Village Code ("Zoning Ordinance"), applied for a Special Use for Planned Unit Development (Preliminary Plan)("Preliminary Plan") to permit the construction of a mixed-use building containing approximately 5,900 square feet of commercial space on the ground floor and approximately 109 dwelling units ("Project") on property located in the VC, Village Center zoning district - Pedestrian Commercial West, commonly known as 1210 Central Avenue, Wilmette, Cook County, Illinois ("Subject Property"), and legally described as follows:

Lot 4 (except the Northwesterly 25 feet thereof) and all of Lot 5 in Block 4 in the Village of Wilmette in Section 34, Township 42 North Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

PINs: 05-34-101-034-0000 and 05-34-101-035-0000; and

WHEREAS, the Plan Commission, after giving due and proper notice as required by law, held a public hearing on January 7, 2020 and February 4, 2020, on the foregoing application; and

WHEREAS, the Plan Commission failed to provide a positive recommendation upon the Applicant’s original request; and

WHEREAS, at the Village Board of Trustees meetings on February 25, 2020 and March 10, 2020, the Applicant amended its application and its original plans to include the versions of such plans which are referenced below and collectively referred to in this Ordinance as the “Plans”; and

WHEREAS, the amended application is the same subject matter and the same relief sought by the Applicant as discussed at the Plan Commission, except for certain design changes and increases to the public benefits offered to the Village of Wilmette by the Applicant; and
WHEREAS, on March 10, 2020, the Village President and Board of Trustees found that the Project meets the standards set forth in the Zoning Ordinance for planned unit developments, including but not limited to the standards contained in Section 30-6.4 and Section 30-6.6(c)(2)(E) of the Zoning Ordinance, that the exceptions from the regulations of the VC, Village Center Zoning District which are reflected on the Plans are appropriate in the context of the Project and meet the standards set forth in Section 30-6.5 of the Zoning Ordinance, and that the Project will provide substantial public benefit to the Village of Wilmette in the manner described below; and

WHEREAS, on March 10, 2020, the Village President and Board of Trustees then voted, by a vote of 5 to 2, to approve the requested special use for planned unit development and approve the Preliminary Plan with certain conditions imposed and public benefits agreed upon, and they directed the preparation of this ordinance to approve the special use for planned unit development and the Preliminary Plan and to codify the conditions imposed and the public benefits agreed upon between the Applicant and the Village; and

WHEREAS, on April 28, 2020, the Village President and Board of Trustees unanimously adopted Ordinance No. 2020-O-22 Granting a Special Use for PUD (Preliminary Plan) for the Project with certain conditions ("Ordinance 2020-O-22"); and

WHEREAS, the Applicant submitted its Final Plan – as contemplated by Section 30-6.6(d) of the Zoning Ordinance – within one (1) year from the approval of Ordinance 2020-O-22 to the Village’s Zoning Administrator; and

WHEREAS, the Applicant’s submitted a Final Plan that contains minor amendments and changes to the approved Preliminary Plan; and

WHEREAS, even with such minor amendments and changes, the Applicant’s submitted Final Plan is still in substantial conformance with the approved Preliminary Plan; and
WHEREAS, the Zoning Administrator recommends approval of the Final Plan as it is in substantial conformance with the approved Preliminary Plan.

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

SECTION 1: The foregoing findings and recitals, and each of them, are hereby made a part of this Ordinance and are incorporated by reference as if set forth verbatim herein.

SECTION 2: The Village President and Board of Trustees find as follows:

1. The Project meets the standards set forth in the Zoning Ordinance for planned unit developments, including but not limited to the standards contained in Section 30-6;

2. The exceptions from the regulations of the underlying VC Zoning District which are reflected in the Plans (as defined below) are appropriate in the context of the Project and meet the standards set forth in Section 30-6.5 of the Zoning Ordinance;

3. The Project provides substantial public benefit to the Village of Wilmette including, but not limited to:

   i. the payment by the Applicant of a one-time contribution to the Village in the amount of one million six hundred thousand dollars ($1,600,000) to be used for affordable housing within the Village (“Affordable Housing Contribution”);

   ii. the payment by the Applicant of a one-time contribution of one hundred twenty thousand dollars ($120,000) to the Village to help fund infrastructure improvements within the Village Center (“Infrastructure Contribution”);

   iii. the construction and maintenance of an area at the grade level of the Southeast corner of the Subject Property for the purpose of providing a plaza accessible to and for the use of the public (“Plaza”) which shall include outdoor seating for the public as well as a public display of art;

   iv. the construction of a parking garage which provides 28 parking spaces (26 general public use parking spaces and two accessible public use parking spaces)(“Public Parking Spaces”) designated for use by the general public on Lower Level 1 of the Project;
v. the construction of a structure that will achieve at least a Two Green Globes® certification for multi-family new construction under the Green Globes® NC 2019 Initiative;

vi. the installation and maintenance of windows on the first three floors of the structure with bird friendly glass applications consistent with the LEED Pilot Credit 55: Bird Collision Deterrence;

vii. construction of a structure and improvement of land that will aid in alleviating storm water runoff.

4. Preliminary PUD approval was granted to the Applicant for the Project by the Corporate Authorities on April 28, 2020;

5. In accord with Section 30-6.6(d) of the Zoning Ordinance, the Applicant timely filed the materials necessary for approval of the Final Plan;

6. In accord with Section 30-6.6(d)(2)(A) of the Zoning Ordinance, the Zoning Administrator has certified to the Corporate Authorities that the Final Plan is in substantial conformance with the previously approved Preliminary Plan and has recommended approval of the Final Plan.

SECTION 3: A Special Use for Planned Unit Development and Final Plan is granted for the Project which shall be constructed and maintained on the Subject Property as set forth in the submitted Plans (defined below) and as further conditioned by this Ordinance as follows:

1. The Project shall be a mixed-use building containing approximately 5,900 net square feet of commercial space (approximately 8,113 sf gross area including service corridor), residential amenity space, 109 residential units with 9 residential units on the ground floor and approximately 100 residential units on floors two through six, a roof deck on floor seven with enclosed amenity space, and two underground levels of parking.

2. The Project shall be constructed and maintained on the Subject Property substantially as set forth in the following documents, which shall constitute the Final Plan for the Project (collectively, “Plans”):

Plans, Elevations and Building Details being collectively attached as Group Exhibit A;

b. Grading Plan and Utility Plan prepared by Manhard Consulting, Ltd., dated most recently July 29, 2020, and consisting of two pages, attached as Group Exhibit B; and

c. Landscape Improvement Plans prepared by Collaborative V Design Studio, Inc., dated July 30, 2020, and consisting of six pages labeled Sheets L1.0 through L1.5 (“Landscape Plans”), attached as Group Exhibit C.

SECTION 4: The above approvals are granted subject to the following conditions:

1. The Applicant shall construct the Project and operate the Special Use in accordance with this Ordinance and with the Plans.

2. The Project shall include the installation and maintenance of windows on the first three floors of the structure with bird friendly glass applications consistent with the LEED Pilot Credit 55: Bird Collision Deterrence.

3. The Applicant shall obtain approval of final engineering plans from the Village Director of Engineering and Public Works in accordance with applicable provisions of the Wilmette Village Code.

4. Prior to issuance of a certificate of occupancy for the Project, the Applicant shall reconstruct that portion of the Village alley located immediately to the west of the proposed structure and improve the pedestrian crosswalks at the intersection of Green Bay Road and Central Avenue by providing high-visibility crosswalks. Prior to the issuance of any permits (not including a demolition permit) for the Project, the specifications for the reconstruction of the alley, the specifications for the high visibility crosswalk and the specifications for all other public improvements shall be submitted to the Village Director of Engineering and Public Works for approval.

5. Prior to the issuance of any permits (not including a demolition permit) for the Project of the Project, the Applicant shall deliver a letter of credit to the Village, in an amount determined by the Village Director of Engineering and Public Works in accordance with applicable provisions of the Wilmette Village Code, to ensure that any public improvements necessary for the construction of the Project are fully funded and repaired to the Village’s standards.

SECTION 5: The above approvals are granted subject to the Applicant providing the Village of Wilmette the mutually agreed upon public benefits:

1. The Applicant shall pay the Affordable Housing Contribution to the Village of Wilmette, as a condition to the issuance of a building permit (other than a demolition permit) for the Project.
2. The Applicant shall pay the Infrastructure Contribution to the Village of Wilmette, as a condition to the issuance of a building permit (other than a demolition permit) for the Project.

3. The Applicant shall construct and maintain the Plaza (subject to periodic closures by Applicant for construction, repair and maintenance needs) in the manner shown on the Site Plan (Sheet PUD-A102 of Exhibit A). The Plaza will initially display the 8’ high sculpture Curves and Voids by David C. Hovey, and the benches depicted on the Site Plan, and may subsequently display art or other public amenities as requested by Applicant and approved by the Director of Community Development. The Plaza shall remain in the ownership of the Project owner and shall be subject to such rules and regulations as the Applicant may reasonably establish from time to time (e.g., no skateboarding and no smoking).

4. The Applicant shall construct and maintain the Public Parking Spaces on Lower Level 1 of the Project in the manner shown on the Lower Level 1 Floor Plan (Sheet PUD A208 of the Floor Plans (Group Exhibit A)). Parking for the general public shall be made available 24 hours a day (subject to periodic closures by the Applicant for construction, repair and maintenance needs), but the time allotted for an individual member of the public to park in a particular space may be limited to two (2) hour periods each day (unless otherwise requested by the Applicant and authorized by the Director of Community Development) and shall otherwise be subject to such rules and regulations as the Applicant may reasonably establish from time to time (e.g., prohibition of overnight parking and the use of towing services when such services are in compliance with Chapter 24, Article XII of the Wilmette Village Code). At no time shall the Public Parking Spaces be used for valet parking services. Two of the Public Parking Spaces shall contain fee-for-service electric charging stations available for use by the public to charge electric cars.

5. The Applicant shall construct the Project to achieve at least a Two Green Globes® certification for multi-family new construction under the Green Globes® NC 2019 Initiative.

**SECTION 6:** The easement agreement contemplated by Section 2(4) of the Preliminary Plan Approval Ordinance, which agreement is to establish for the Applicant’s benefit a non-exclusive, permanent easement in and under that portion of the Central Avenue right-of-way that is generally depicted on the Plans, is attached to this Ordinance as Exhibit D and is hereby approved, and the Village President and Village Clerk are hereby authorized to execute such easement agreement and deliver a copy of it to the Applicant promptly following the adoption of this Ordinance.

**SECTION 7:** All exceptions from the strict application of the Zoning Ordinance to the Subject Property reflected on the Plans, above, are hereby expressly approved.
SECTION 8: The Director of Community Development is hereby authorized and directed to issue the necessary permits to allow construction of the Project in substantial compliance with the Plans. The Applicant shall file an application for a building permit for the Project within eighteen (18) months after the approval date of this ordinance or file for an extension of this special use pursuant to Section 30-5.3(h) of the Zoning Ordinance. Failure of the Applicant to timely file a permit application or an extension as provided for in this Ordinance shall result in the ordinance being rescinded.

The Director of Community Development is hereby further authorized to issue certificates of occupancy for the Project on a floor-by-floor basis when such floor meets the standards for the issuance of a certificate of occupancy as provided by Chapter 8 of the Wilmette Village Code, and the procedure for such issuance as provided in Section 30-5.12 of Appendix A, of the Wilmette Village Code. The Applicant is authorized to establish and maintain a leasing office on the first floor of the Subject Property and to undertake pre-leasing activities at the Project and the Director of Community Development is hereby authorized to issue a certificate of occupancy for said leasing office as provided by Chapter 8 of the Wilmette Village Code, and the procedure for such issuance as provided in Section 30-5.12 of Appendix A of the Wilmette Village Code. The Director of Community Development is authorized to allow for temporary signage at the Subject Property.

SECTION 9: If the Subject Property, once owned by Green Bay Wilmette LLC, is transferred to another entity, the Village shall be notified at the time of the transfer. The Special Use and modifications hereby granted are specific to the Project regardless of ownership and shall run with the land of the Subject Property. If the Project is abandoned by the Applicant or a subsequent owner, the Special Use granted by this Ordinance may be rescinded at the option of the Village Board.
SECTION 10: Any material change in the construction, use, structures, appearance, or density of the Project, as determined by the Director of Community Development, shall require an amendment to this Ordinance in accordance with the procedures for Major Changes set out in Section 30-6.7 of the Zoning Ordinance.

SECTION 11: The Project shall be constructed, operated and maintained in conformity with all other requirements of Ordinance 2020-O-22 and the Wilmette Village Code which are not expressly modified by this Ordinance.

SECTION 12: This Ordinance shall be in full force and effect from and after its passage and approval as required by law. Any conflicts between this Ordinance and Ordinance No. 2020-O-22 shall be resolved in favor of this Ordinance.

PASSED by the President and Board of Trustees of the Village of Wilmette, Illinois, on the 27th day of October 2020, according to the following roll call vote:

AYES: Trustees Sullivan, Barrow, Dodd, Kurzman, Kennedy, Plunkett and President Bielinski.

NAYS: None.

ABSTAIN: None.

ABSENT: None.

Clerk of the Village of Wilmette, IL

APPROVED by the President of the Village of Wilmette, Illinois, this 27th day of October 2020.

President of the Village of Wilmette, IL

ATTEST:

Clerk of the Village of Wilmette, IL
### AVERAGE UNIT SIZE

- **1,380 SF**

### UNIT COUNT AND MIX

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<thead>
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<th>TYPE</th>
<th>COUNT</th>
<th>MIX %</th>
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<tbody>
<tr>
<td>1 BED</td>
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<td>23%</td>
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<tr>
<td>2 BED</td>
<td>53</td>
<td>49%</td>
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<td>3 BED</td>
<td>31</td>
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**TOTAL UNIT COUNT: 109**

### GROSS RETAIL AREA

- **8,113 SF**

### NET RETAIL AREA

<table>
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<tr>
<th>LEVEL</th>
<th>SQUARE FEET</th>
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<tbody>
<tr>
<td>1</td>
<td>5,900 SF</td>
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**Grand total:** 5,900 SF

### PARKING COUNT

#### LOWER LEVEL 1 INFORMATION

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<td>PUBLIC USE TOTAL</td>
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<td>LOWER LEVEL 1 TOTAL</td>
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#### LOWER LEVEL 2 INFORMATION

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<tr>
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<tr>
<td>LOWER LEVEL 2 TOTAL</td>
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**TOTAL PARKING SPACES:** 201

*RESIDENTIAL PARKING RATIO ACHIEVED = 1.64 SPACES PER UNIT  
**(2) ELECTRIC VEHICLE CHARGING STATIONS PROVIDED IN PUBLIC USE PARKING  
***(6) ELECTRIC VEHICLE CHARGING STATIONS PROVIDED IN PRIVATE RESIDENTIAL PARKING*
GREEN BAY ROAD
ALLEY
CENTRAL AVE.

PROPOSED BUILDING AT
1210 CENTRAL AVENUE

PARKING RAMP LOADING
DOG PARK
PRIVATE YARD
PRIVATE YARD
PRIVATE YARD

COVERED
ENTRY
DROP-OFF
FOUNTAIN
SIDEWALK
SIDEWALK
SIDEWALK

6'-6" HIGH GARDEN WALL
WITH PW, TYPICAL

COVERED OUTDOOR
SEATING
CONCRETE, TYP.

LANDSCAPING, SEE
PLANTING PLAN L1.0, TYP.

PROVIDE NEW FIRE HYDRANT
LOCATION OF RELOCATED
STREET LAMP
EXISTING TRAFFIC SIGNAL
EXISTING STREET LAMP
EXISTING STREET LAMP
EXISTING STREET LAMP
EXISTING STREET LAMP
EXISTING STREET LAMP
EXISTING STREET LAMP
EXISTING STREET LAMP
EXISTING STREET LAMP
EXISTING STREET LAMP
EXISTING STREET LAMP
EXISTING STREET LAMP

TYPICAL PARKWAY TREE AT
GREEN BAY W/ GRATE
EXISTING TRAFFIC SIGNAL
PUBLIC ART
PARK BENCH
PUBLICLY ACCESSIBLE
PLAZA
850 SF
PRIVATE DINING AREA
600 SF

RESIDENTIAL COURTYARD

PROPERTY LINE
PROPERTY LINE
PROPERTY LINE
PROPERTY LINE
PROPERTY LINE
PROPERTY LINE
PROPERTY LINE
PROPERTY LINE
PROPERTY LINE
PROPERTY LINE
PROPERTY LINE
PROPERTY LINE
PROPERTY LINE
PROPERTY LINE
PROPERTY LINE

EXAMPLE OF LF01
EXAMPLE OF LF02
EXAMPLE OF LF03
EXAMPLE OF LF05

AMENITIES
AMENITIES
AMENITIES
AMENITIES

ROOF TERRACE
ROOF TERRACE
ROOF TERRACE
ROOF TERRACE

WATER FEATURES
WATER FEATURES
WATER FEATURES
WATER FEATURES

GARDEN WALLS
GARDEN WALLS
GARDEN WALLS
GARDEN WALLS

SITE LIGHT FIXTURE TYPES

SITE LIGHT FIXTURE TYPES

SITE LIGHT FIXTURE TYPES

SITE LIGHT FIXTURE TYPES

CODE
DESCRIPTION
MANUFACTURER
MODEL
FINISH
LAMP COLOR
LOCATION
QUANTITY
COMMENTS

FLOOD LIGHT
LITHONIA LIGHTING
OLWX1
BRONZE
LED
3000K
WALL MOUNTED
3
BASIS FOR DESIGN.  EXT. RATED

LF05
FLOOD LIGHT
LITHONIA LIGHTING
OLWX1
BRONZE
LED
3000K
WALL MOUNTED
3
BASIS FOR DESIGN.  EXT. RATED

LF04
FOUNTAIN LIGHT
HAYWARD COLORLOGIC
N/A
LED
3000K
FOUNTAIN 1
BASIS FOR DESIGN.  WET RATED, MULTICOLORED

LF03
CEILING CAN LIGHT
LITHONIA LIGHTING
LDN4CYL
BRONZE
LED
3000K
UNDERSIDE OF SLAB
8
BASIS FOR DESIGN.  EXT. RATED

LF02
LANDSCAPE LIGHT
HYDREL ASPEN
BRONZE
LED
3000K
TREE / PLANTER BEDS
10
BASIS FOR DESIGN.  EXT. RATED

LF01
LIGHT BOLLARD
HYDREL TIOGA
BLACK
LED
3000K
WALKWAYS
14
BASIS FOR DESIGN.  EXT. RATED, 15" FLAT TOP

* NOTE:
ALL OF THE ROOF EXTERIOR LIGHT FIXTURES WILL BE
CONTROLLED BY A TIMER.

1. LIGHTING LEVELS AT THE LOT LINE NOT TO EXCEED 5-FOOT
CANDLES.
2. REFER TO LANDSCAPE PLANS FOR LANDSCAPING INFORMATION.

GENERAL NOTES:

THE OWNER, ARCHITECT, AND ENGINEER EXPRESSLY DISCLAIM ANY
RESPONSIBILITY ARISING FROM ANY UNAUTHORIZED USE OF THESE
PLANS, DRAWINGS, AND NOTES.  ANY AUTHORIZATION MUST BE IN
WRITING.
GENERAL NOTES:
1. PROJECT WILL PROVIDE BIDIRECTIONAL ANTENNAS, OR ALTERNATIVE, TO SUPPORT EMERGENCY SERVICES STARCOM RADIO SYSTEM WITHIN THE BUILDING.
2. PROPERTY WILL HAVE A SECURITY CAMERA SYSTEM.
3. BLACK IRON EXHAUST WILL BE PROVIDED TO ROOF AT RETAIL SPACE.
4. GREASE RECEPTOR WILL BE PROVIDED AS CODE REQUIRES.
5. ACCESS FOR EMERGENCY SERVICES TO PUBLIC AND PRIVATE PARKING AREAS WILL BE PROVIDED.
RESIDENTIAL COURTYARD BELOW

POOL

HVAC

AMENITIES

ROOF TERRACE

ROOF TERRACE

AMENITIES

AMENITIES

RESIDENTIAL COURTYARD BELOW

GENERAL NOTE: ROOF TERRACES WITH FIRE PITS AND GRILLS

ROOF COVERAGE

<table>
<thead>
<tr>
<th>AREA (SF)</th>
<th>% OF ROOF</th>
</tr>
</thead>
<tbody>
<tr>
<td>COVERED AREA</td>
<td>6,000 SF</td>
</tr>
<tr>
<td>GENERAL ROOF AREA</td>
<td>17,200 SF</td>
</tr>
<tr>
<td>OPEN TO SKY - DECK / PLANTER</td>
<td>7,200 SF</td>
</tr>
<tr>
<td>ROOF AREA GRAND TOTAL</td>
<td>30,400 SF</td>
</tr>
</tbody>
</table>

C:\Users\mitra.s\Documents\5160 Arch_IBC 1210 CENTRAL AVE_mitra.s.rvt
GARAGE PLAN NOTES:
1. PROJECT WILL PROVIDE FOR DIRECTIONAL SIGNAGE PROGRAM FOR PUBLIC PARKING AND PARKING AVAILABILITY SIGNAGE AT ENTRANCE TO GARAGE.
2. 7'-0" MINIMUM CLEAR HEADROOM PROVIDED AT ALL DRIVE AISLES AND PARKING SPACES U.N.O.
3. 8'-2" MINIMUM CLEAR HEADROOM PROVIDED AT DRIVE AISLES LEADING TO ACCESSIBLE VAN PARKING SPACES BEFORE AND AT THE ACCESSIBLE VAN PARKING SPACES.
4. ALL 2-WAY DRIVE AISLES TO BE 22'-0" MINIMUM CLEAR.
5. ALL PARKING SPACES TO BE 8'-6" WIDE WITHOUT ENCUMBRANCES.
6. ACCESS FOR EMERGENCY SERVICES TO PUBLIC AND PRIVATE PARKING AREAS WILL BE PROVIDED.
7. A TOTAL OF 6 EMERGENCY PUSH BUTTON STATIONS WILL BE PROVIDED. LOCATION OF STATIONS TO BE DISTRIBUTED BETWEEN GARAGE AREAS PUBLIC AND PRIVATE RESIDENTIAL ELEVATOR AND PARKING. PUSH BUTTONS WILL CALL 911 AND HAVE ABILITY TO DIAL DIRECT TWO-WAY COMMUNICATION WITH 911 OPERATORS.
8. (2) EV CHARGING STATIONS PROVIDED IN PUBLIC PARKING. (6) EV CHARGING STATIONS PROVIDED IN PRIVATE RESIDENTIAL PARKING SPLIT BETWEEN TWO PARKING FLOORS.
LEGEND OF GLASS TYPES

= CLEAR GLASS WITH LOW-E COATING
= CLEAR GLASS WITH LOW-E COATING AND BIRD-FRIENDLY TREATMENT
= SPANDREL GLASS WITH LOW-E COATING

SIGNAGE NOTES:
1. BUILDING SIGNAGE TO CONFORM W/ VILLAGE SIGNAGE ORDINANCE.
2. RETAIL SIGNAGE TO BE PANEL TYPE, MOUNTED HIGH AND TIGHT TO FACE OF STOREFRONT. SEE EAST ELEVATION.
3. RESIDENTIAL SIGNAGE TO BE LETTERS ON GLASS.
4. PUBLIC PARKING SIGNAGE TO CONFORM W/ VILLAGE SIGNAGE ORDINANCE.
5. PROJECT WILL PROVIDE FOR DIRECTIONAL SIGNAGE PROGRAM FOR PUBLIC PARKING AND PARKING AVAILABILITY SIGNAGE AT ENTRANCE TO GARAGE.

BIRD-FRIENDLY DESIGN FEATURE NOTES:
A. LEED PILOT CREDIT IS BIRD COLLISION DETECTION ESTABLISHED THE FIRST THREE FLOORS OF A BUILDING AS “ZONE 1” THAT IS THE HIGHEST THREAT FOR BIRD COLLISIONS. THE REQUIREMENT FOR ZONE 1 IS FOR THERE TO BE A BIRD COLLISION THREAT RATING (BCTR) OF 15 OR LESS.
B. TERRACES TO BREAK-UP THE GLASS FACADE CREATE PHYSICAL DIFFERENTIATION.
C. USE OF METAL GUARDRAILS AT TERRACES INSTEAD OF GLASS.
D. SPANDREL GLASS ON NORTH FACADE HAS NO TRANSPARENCY AND WILL BE TREATED ON FIRST THREE FLOORS TO ADDRESS REFLECTIVITY.
E. RESIDENTIAL COMMON AREA LIGHTING INTERNAL TO THE BUILDING WITH NO EXTERNAL LIGHT POLLUTION.
F. ROOF TOP LIGHTING WILL BE ON TimERS.
G. FUNCTION OF THE RESIDENTIAL BUILDING LANDS FIRST TO LIMITED OVERNIGHT LIGHTING.
H. NO VISIBLE INTERIOR LANDSCAPING.
GROUP EXHIBIT B
GROUP EXHIBIT C
Landscape Improvements
Wilmette, Illinois

OPTIMA

LEVEL 5 PLANTING PLAN

PLANT SCHEDULE

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Black locust (Robinia pseudoacacia)</td>
<td>Robinia</td>
</tr>
<tr>
<td>2. Japanese maple (Acer palmatum)</td>
<td>Acer palmatum</td>
</tr>
<tr>
<td>3. Japanese katsura (Cercidiphyllum japonicum)</td>
<td>Cercidiphyllum japonicum</td>
</tr>
<tr>
<td>4. Boxwood (Buxus)</td>
<td>Buxus</td>
</tr>
<tr>
<td>5. Variegated boxwood (Buxus sempervirens 'Variegata')</td>
<td>Buxus sempervirens 'Variegata'</td>
</tr>
<tr>
<td>6. White oak (Quercus alba)</td>
<td>Quercus alba</td>
</tr>
<tr>
<td>7. Japanese linden (Tilia japonica)</td>
<td>Tilia japonica</td>
</tr>
<tr>
<td>8. Japanese knotweed (Reynoutria japonica)</td>
<td>Reynoutria japonica</td>
</tr>
<tr>
<td>9. Japanese knotweed (Reynoutria japonica) 'Firecracker'</td>
<td>Reynoutria japonica 'Firecracker'</td>
</tr>
<tr>
<td>10. Japanese knotweed (Reynoutria japonica) 'Sibirica'</td>
<td>Reynoutria japonica 'Sibirica'</td>
</tr>
<tr>
<td>13. Japanese knotweed (Reynoutria japonica) 'Burgundy Carpet'</td>
<td>Reynoutria japonica 'Burgundy Carpet'</td>
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<tr>
<td>14. Japanese knotweed (Reynoutria japonica) 'Spartan'</td>
<td>Reynoutria japonica 'Spartan'</td>
</tr>
<tr>
<td>15. Japanese knotweed (Reynoutria japonica) 'Red Tapestry'</td>
<td>Reynoutria japonica 'Red Tapestry'</td>
</tr>
<tr>
<td>16. Japanese knotweed (Reynoutria japonica) 'Flame Tapestry'</td>
<td>Reynoutria japonica 'Flame Tapestry'</td>
</tr>
</tbody>
</table>

All planting to be on top of 12" landscape fabric.
Landscape Improvements
Wilmette, Illinois
OPTIMA

PLANT SCHEDULE

<table>
<thead>
<tr>
<th>LEVEL</th>
<th>PLANTING PLAN</th>
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<tbody>
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OPTIMA
Landscape Improvements
Wilmette, Illinois
ROOF DECK PLANT SCHEDULE

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<th>Quantity</th>
<th>Size</th>
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<td>3 ft.</td>
</tr>
<tr>
<td>Ground Cover</td>
<td>2</td>
<td>3 ft.</td>
</tr>
<tr>
<td>Ornamental Grass</td>
<td>1</td>
<td>3 ft.</td>
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ROOF DECK PLANTING PLAN

POTTED PLANTS

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<td>Ground Cover</td>
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<tr>
<td>Ornamental Grass</td>
<td>3 ft.</td>
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</table>

Landscape Improvements
Wilmette, Illinois

OPTIMA

COLLABORATIVE DESIGN STUDIO INC.
7116 East 1st Ave., Suite 103
Scottsdale, Arizona 85251
Office: 480-347-0590
Fax: 480-656-6012

L1.5 EXTERIOR POTS WITH INTERNAL IRRIGATION SYSTEM
GROUP EXHIBIT D
EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (the “Easement Agreement”) is made as of the Effective Date (as hereinafter defined), by and between the VILLAGE OF WILMETTE, an Illinois home rule municipal corporation (the “Village” or “Grantor”), and GREEN BAY WILMETTE LLC, a Delaware limited liability company (“Grantee”). Grantor and Grantee are sometimes herein referred to individually as a “Party”, and collectively as the “Parties”.

RECITALS

A. Grantee is the contract purchaser of certain property in Wilmette, Illinois commonly known as 1210 Central Avenue, Wilmette, Illinois and legally described on Exhibit A attached hereto (the “Grantee Property”).

B. Grantor owns certain property in Wilmette, Illinois consisting of the right-of-way of Central Avenue (the “Right-of-Way”) running east to west adjacent to the southern boundary of the Grantee Property and beyond such boundary into the alley abutting the Grantee Property on the west and into the right-of-way of Green Bay Road on the east.

C. Grantee intends to acquire the Grantee Property and construct a mixed-use building on it (the “Development”) containing approximately 5,900 net square feet of commercial space (approximately 8,113 sf gross area including service corridor), residential amenity space, 109 residential units with nine residential units on the ground floor and approximately 100 residential units on floors two through six, a roof deck on floor seven with enclosed amenity space, two underground levels of parking (such parking areas being referred to as the “Garage”) and a stormwater management system underneath the Garage, in accordance with the approvals for the Development that Grantee has received from the Village, as applicable (such approvals, as they and the plans for the Development may be amended from time to time with Village approval, being collectively referred to herein as the “Village Approvals”).

D. Grantor desires to grant to Grantee and Grantee seeks to obtain from Grantor: (i) a permanent non-exclusive easement, to the extent below grade, under and across an area consisting of an approximately six-foot wide strip of land in the Right-of-Way, as depicted on Exhibit B attached hereto (the “Permanent Easement Area”); and (ii) a temporary exclusive construction easement on, over, under and across a 18-foot wide strip of land in the Right-of-Way, running as depicted on Exhibit B, including those areas depicted on Exhibit B which Grantee may intermittently use for construction activities (the “Temporary Easement Area” and, together with the Permanent Easement Area, the “Easement Areas”).

E. Grantor has agreed to grant the aforesaid easements to Grantee to facilitate Grantee’s construction, maintenance, repair and replacement of the Development on, over, under and across the Easement Areas. Construction of the Development will benefit existing and future residents of the Village, including future residents of the Development.
The Parties desire to enter into this Easement Agreement to provide for the construction, maintenance, repair and replacement of the Development, including the Garage.

NOW, THEREFORE, in consideration of the agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Recitals.** The Parties acknowledge the truth and accuracy of the foregoing recitals and do hereby incorporate them into this Easement Agreement as if set forth in full in this Section 1.

2. **Grant of Temporary Construction Easement.** Grantor hereby grants to Grantee an exclusive temporary easement on, over, under and across the Temporary Easement Area to construct the Development in accordance with the Village Approvals (the “Temporary Construction Easement”). The Temporary Construction Easement shall become effective on the date the Village issues a permit to access and use the Temporary Easement Area pursuant to this Easement Agreement and shall terminate and become null and void on the two hundred tenth (210th) day thereafter or on such later date as the Village Manager of the Village may specify in writing. Grantee shall restore the grade level of the Temporary Easement Area to its prior condition upon completion of construction of the Development with such changes thereto as are contemplated by the Village Approvals. If not completed within 60 days thereof, Grantor shall have the right to restore the grade level of the Temporary Easement Area to such condition and recover from Grantee the costs (referred to as a Charge as defined below) it incurs in undertaking such restoration activities pursuant to the provisions of Section 5 below. The Village agrees not to access the Temporary Easement Area during the period Grantee is constructing the Development unless an emergency or public safety situation requires the Village to access such area or the Village is otherwise performing its regulatory powers.

3. **Grant of Permanent Easement.** Grantor hereby grants to Grantee, a non-exclusive, perpetual and irrevocable easement (the “Permanent Easement”), to the extent below grade, under and across the Permanent Easement Area for purposes of operating, maintaining, repairing and replacing the below grade Development (and, for purposes of repairing or replacing any applicable portion of the below grade Development, such Permanent Easement shall extend, to the extent necessary, to the Temporary Easement Area during any period of such repair or replacement) in accordance with the Village Approvals. The Permanent Easement shall become effective on the date Grantee acquires the Grantee Property. If after six months from the date of issuance of a building permit (other than a demolition permit) for the Development, or if after such longer period as the Village Manager of the Village may specify in writing, construction of the Development has not commenced, the Permanent Easement shall terminate and be of no force and effect. Notwithstanding anything contained in this Easement Agreement to the contrary, the Permanent Easement relates to the development, operation, maintenance, repair and replacement of the Development, so that, from and after the initial completion of the Development, in the event the Development shall cease to exist or be permanently abandoned, then the Permanent Easement shall terminate and be of no force and effect. Grantor agrees that any closure of the Development or disruption of the operation of the Development due to a force majeure, including a casualty loss, will not in and of itself be deemed an abandonment of the Development which results in the termination of the Permanent Easement. The Temporary Construction Easement and the Permanent Easement are hereinafter sometimes collectively referred to as the “Easements”.

4. **Encroachments.** Notwithstanding anything contained herein to the contrary, in the event that by reason of settlement or shifting of the Development, including the Garage or the stormwater management system for the Development, as provided for and anticipated in the easements granted hereunder, any part of the Development, including the Garage or the stormwater management system for the Development, encroaches upon any part of the Right-of-Way other than the Permanent Easement Area there shall be deemed to be an easement in favor of the owner of the Grantee Property for the use, maintenance, repair and replacement of such encroaching
improvements, including the Garage, which shall so encroach upon the Right-of-Way as though part of the Permanent Easement Area provided, however, that no lateral encroachment shall encroach more than one foot upon the Right-of-Way.

5. **Charges.** Any amount a Party is required to pay pursuant to this Easement Agreement ("Charge") which is not paid within 30 days of such Party’s receipt of a demand for payment shall bear interest at the rate of four percent (4%) per annum above the “prime rate” of interest, as published from time to time in the *Wall Street Journal* (or a similar financial publication if the *Wall Street Journal* ceases to exist) from the due date to the date paid. If not timely paid, the Party entitled to payment may bring an action against the other Party to recover the Charge (together with interest, costs and reasonable attorneys’ fees for any such action, which shall be added to the amount of the Charge and included in any judgment rendered in such action).

6. **Grantor’s Reserved Rights.**

   (a) As the Permanent Easement is a non-exclusive easement, Grantor reserves certain rights with respect thereto as more fully described in this Section 6 (collectively, the “Reserved Rights”). Specifically, Grantor reserves the right to use or grant additional easements on, over, under and across the Permanent Easement Area to other parties provided such use or additional easements do not: (i) interfere with Grantee’s use of the Permanent Easement Area pursuant to this Easement Agreement or the construction, repair, replacement, functionality or operation of the Development, including the Garage or the stormwater management system for the Development; (ii) interfere with Grantee’s exercise of its rights under this Easement Agreement; or (iii) otherwise frustrate the purposes of this Easement Agreement or the intentions of the Parties, as reflected by the provisions of this Easement Agreement.

   (b) In connection with Grantor’s exercise of the Reserved Rights, Grantor or such grantee under an additional easement, if any, may install or modify improvements located in the Permanent Easement Area so long as any such actions: (i) satisfy the requirements of paragraph (a) above; (ii) are approved by all applicable governmental authorities, when and where necessary; (iii) are constructed at the sole cost and expense of Grantor or such grantee under an additional easement, if any, in a good and workmanlike manner and in a prompt manner so as to minimize any disruption to Grantee’s use and enjoyment of the Permanent Easement Area; and (iv) do not increase Grantee’s costs of constructing and, if applicable, maintaining, repairing, replacing or operating the Development or any portion thereof, including the Garage and the stormwater management system for the Development.

   (c) Prior to the exercise of any of the Reserved Rights, but subject to the provisions of paragraph (e) below, Grantor shall submit to Grantee, for Grantee’s review, written notice of the proposed exercise of any such Reserved Rights, including all drawings, plans and specifications. Grantee shall have the right to review the request prior to the commencement of any work and issue written consent or rejection thereof within a reasonable time after receipt of Grantor’s notice, not to exceed 45 days after receipt of Grantor’s notice. Grantee’s right to reject any such requested exercise of a Reserved Right may be made only if Grantee reasonably concludes that such exercise could reasonably be expected to violate the requirements or limitations of this Easement Agreement with respect to Grantor’s
exercise of any such Reserved Rights. If Grantee fails to deliver its written consent or rejection within said 45-day period, Grantee shall be deemed to have approved said plans. Grantor shall reasonably coordinate with Grantee the schedule for any approved work contemplated by the exercise of any Reserved Rights. Without limiting the generality of the foregoing, Grantee shall provide the Grantor with access to the interior of the Garage to observe or assess the conditions within the Permanent Easement Area upon not less than 48 hours’ notice being given to Grantee by the Village Director of Public Works and Engineering or any employee so designated by the Director of Public Works and Engineering to provide such direction.

Notwithstanding the foregoing, in the event of an emergency situation, Grantor may access the Permanent Easement Area, at any time reasonably necessary to address the emergency situation without Grantee’s prior approval (but with subsequent notice to Grantee as soon as may be practicable). Grantor, in Grantor’s sole discretion, shall determine what repairs and/or maintenance may be needed to reasonably address any emergency.

(d) In the exercise of any Reserved Right, Grantor shall reasonably coordinate with Grantee the schedule for any work contemplated by the exercise of such Reserved Right.

(e) Grantee acknowledges, subject to the provisions of Section 2 above, that nothing in this Easement Agreement shall be deemed to restrict the Village’s access to or improvement, maintenance or use of: (i) portions of the Right-of-Way that are not a part of the Permanent Easement Area (for example, the Village shall have the right to snowplow the sidewalks, clean the street, and install and maintain benches and street lighting in such portions of the Right-of-Way); or (ii) any Village-owned or Village-used property other than the Easement Areas for any purpose the Village, in the Village’s sole discretion, deems necessary. Grantee further acknowledges that the provisions of paragraph (c) above shall not be applicable to the Village’s exercise of its rights under this paragraph (e).

7. Indemnification and Hold Harmless. Except for losses, costs, claims, injuries, suits, liabilities and expenses (including reasonable attorney’s fees) Grantor suffers, sustains or incurs as a result of Grantor’s own negligence or misconduct, or the negligence or misconduct of its representatives, agents, contractors or professional consultants, Grantee hereby:

(a) indemnifies Grantor against any and all losses, costs, claims, injuries, suits, liabilities and expenses (including reasonable attorney’s fees) it may suffer, sustain or incur as a result of the construction of the Development, in part, in and under the Right-of-Way or the entry upon the Right-of-Way by Grantee, or any of its contractors, agents or employees, in the exercise of its rights under this Easement Agreement; and

(b) holds Grantor harmless from any and all losses, costs, claims, injuries, suits, liabilities and expenses (including reasonable attorney’s fees) Grantee may suffer, sustain or incur as a result of the construction of the Development, in part, in and under the Right-of-Way or the entry upon the Right-of-Way by Grantee, or any of its contractors, agents or employees, in the exercise of Grantee’s rights under this Easement Agreement.

8. Insurance.
(a) Prior to the commencement of construction of the Development (but excluding demolition of the existing improvements on the Grantee Property), Grantee shall deliver to Grantor, and obtain from its contractors and professional consultants who are overseeing the construction of the Development, certificates of insurance which satisfy Grantor’s requirements for the delivery of insurance to Grantor, which requirements are set forth on Exhibit C to this Easement Agreement ("Insurance Requirements"). Grantee agrees to keep and maintain such insurance in effect, and to require that such contractors and professional consultants keep and maintain such insurance in effect, for as long as the Permanent Easement remains in effect (or during any applicable replacement of all or any portion of the Development). Certificates of insurance Grantee delivers, or causes to be delivered, to Grantor pursuant to this provision shall name Grantor as an additional insured party (other than with respect to workers compensation insurance) and state that the insurance described on such certificates will not be canceled without 30 days prior written notice to Grantor.

(b) Prior to the commencement of work under the exercise of any Reserved Rights as contemplated by Section 6 above, Grantor shall deliver or cause to be delivered to Grantee, and obtain from its contractors and professional consultants who are overseeing any such work, certificates of insurance which satisfy Grantee’s requirements for the delivery of insurance to Grantee, which Insurance Requirements are set forth on Exhibit C. Grantor agrees to keep and maintain such insurance in effect, and to require that such contractors and professional consultants keep and maintain such insurance in effect, for as long as such work continues. Certificates of insurance Grantor delivers, or causes to be delivered, to Grantee pursuant to this provision shall name Grantee as an additional insured party (other than with respect to workers compensation insurance) and state that the insurance described on such certificates will not be canceled without 30 days prior written notice to Grantee.

9. **Force Majeure.** If the performance of any covenant to be performed under this Easement Agreement by a Party is delayed due to adverse weather conditions or the occurrence of an event which is beyond the reasonable control of such Party (for example, a strike, lockout, labor or material shortage or act of God), the time for such performance shall be extended by the amount of time of such delay.

10. **Covenants to Run with Land/Assignment.** Subject to the provisions of Section 3 above, this Easement Agreement shall run with the land and be binding upon and inure to the benefit of all parties having or acquiring any right, title or interest in or to any portion of, or interest or estate in the Grantee Property or the Right-of-Way, to the extent applicable. The terms “Grantor” and “Grantee” as used herein shall be deemed to include all successors, grantees and assigns of such parties and their respective successors, grantees and assigns. Upon any transfer or conveyance of all or a portion of the Development by Grantee, the transferor shall be released from any liability under this Easement Agreement to the extent arising after the date of such transfer or conveyance, and the transferee shall be bound by and deemed to have assumed the obligations of Grantee arising after the date of such transfer or conveyance. If at any time the entire Development is subject to a declaration of condominium ownership under the Illinois Condominium Property Act (765 ILCS 605 et seq.), as the same may be amended or replaced, then, from and after the effective date of such declaration of condominium, the association under such condominium declaration shall be deemed to be the Grantee hereunder.

11. **Construction.** The invalidity or unenforceability of any particular provision of this Easement Agreement shall not affect the other provisions hereof, and this Easement Agreement shall be construed in all respects as if such invalid or unenforceable provision was omitted. Each Party has been represented by counsel in connection with the negotiation and drafting of this Easement Agreement. Accordingly, no ambiguity herein shall be resolved against either Party based upon principles of draftsmanship. Whenever the word “limitation” is used in this Agreement, it shall
automatically be deemed to be followed by the phrase “without limitation” or “but not limited to”, as the context may require.

12. **Entire Agreement/Amendments.** This Easement Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof. There are no terms, obligations, covenants or conditions pertaining to such subject matter other than those which are contained in this Easement Agreement. No modification or alteration of the terms hereof shall be binding on the Parties unless the same is in writing and duly executed by the Parties. The exhibits to this Easement Agreement are incorporated into this Easement Agreement by this reference thereto.

13. **Notices.** Notices required or permitted to be given pursuant to this Easement Agreement shall be either: (a) personally delivered (including delivery by overnight courier service) to the offices set forth below, in which case they shall be deemed received on the date of delivery to said offices; or (b) sent by certified or registered mail, return receipt requested, in which case they shall be deemed received on the date delivered, provided, however, that if delivery of a notice is refused by the addressee such notice shall be deemed given on the date of refusal. A Party may change its address for receipt of notices by service of a notice of such change in accordance herewith.

If to Grantee: Green Bay Wilmette LLC
c/o Optima, Inc.
Attn: David C. Hovey, Chief Executive Officer
630 Vernon Avenue, Suite E
Glencoe, IL 60022

with a copy to: Green Bay Wilmette LLC
c/o Optima, Inc.
Attn: Mark Segal, Senior Vice President
630 Vernon Avenue, Suite E
Glencoe, IL 60022

If to Grantor Village of Wilmette
Attn: Village Manager
1200 Wilmette Ave.
Wilmette, IL 60091

with a copy to: Village of Wilmette
Attn: Corporation Counsel
1200 Wilmette Ave.
Wilmette, IL 60091

14. **Real Estate Taxes.** Grantee shall pay any and all general real estate taxes billed by the Cook County Treasurer as a result of Grantee’s use of the Permanent Easement Area.

15. **Governing Law.** The laws of the State of Illinois, other than its laws pertaining to conflicts in law, shall govern the validity of this Easement Agreement, the construction of its terms and the interpretation of the rights and duties of the Parties hereunder.

16. **Approvals and Consents.** Whenever the approval or consent of a Party or a Party’s professional consultants or attorneys is required to be given or obtained pursuant to the provisions of this Easement Agreement, the same shall not be unreasonably withheld, conditioned or delayed. Each Party will cooperate with the other in good faith with respect to such other Party’s reasonable requests to give effect to the purposes of this Easement Agreement.

17. **No Fee Conveyance of Public Property.** This Easement Agreement and the easements granted hereunder shall not be deemed to be, and do not constitute, a fee conveyance of any portion of the
Right-of-Way to Grantee. Grantee shall have the option, at its expense, of getting the Easements insured by its title insurer as separate insured parcels.

18. **No Third-Party Beneficiaries.** This Agreement is entered into solely for the benefit of the Parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a party to this Agreement, or to acknowledge, establish, or impose any legal duty to any third party, except that the Grantee may subject its interest in this Easement Agreement to a mortgage or other encumbrance that otherwise encumbers the Development.

19. **Counterparts.** This Easement Agreement may be executed in counterparts, which when duly executed and taken together shall be deemed one and the same instrument.

20. **No Waiver.** Each Party, by its acceptance and delivery of this Easement Agreement, assumes and agrees to perform all of its promises, agreements and obligations herein provided to be performed on the part of such Party. Each Party’s right to object to any violation of this Easement Agreement shall not be deemed waived unless such waiver is obtained in a writing signed by such Party.

21. **Estoppel Certificates.** Each Party shall, from time to time, within 10 days after written request from the other, any prospective transferee, any mortgagee, or any prospective mortgagee execute, acknowledge and deliver to the requesting party, a certificate stating: (i) that the terms and provisions of this Easement Agreement are unmodified and are in full force and effect or, if modified, identifying such modifications, (ii) whether, to the knowledge of the Party, there is any existing default under this Easement Agreement and, if so, specifying the nature and extent thereof, (iii) whether there are any sums which the party executing such estoppel certificate is entitled to receive or demand from the other, and if there is any such sum, specifying the nature and amounts thereof, (iv) whether there are any setoffs, claims, counterclaims or defenses then being asserted or capable of being asserted, and (v) such other information as may be reasonably requested.

22. **Effective Date.** The “Effective Date” of this Easement Agreement shall be the date of its execution by Grantor.
IN WITNESS WHEREOF, the Parties have executed this Easement Agreement as of the dates set forth below, to be effective as of the Effective Date. Each individual executing this Easement Agreement on behalf of a Party represents and warrants that he or she has been duly authorized to do so.

GRANTEE:

GREEN BAY WILMETTE LLC,
a Delaware limited liability company

By: ________________________________
Name: ________________________________
Its: ________________________________
Date: ________________________________

STATE OF ILLINOIS )
COUNTY OF COOK ) SS

Before me, the undersigned notary public, personally appeared, ________________________, who identified himself to be the _______________ of Green Bay Wilmette LLC, a Delaware limited liability company, and stated that he/she, being duly authorized to do so, executed the foregoing instrument on behalf of said company as his/her free and voluntary act for the purposes therein contained.

IN WITNESS WHEREOF, I have set my hand and official seal on ________________, 2020.

________________________________________
Notary Public
GRANTOR:

THE VILLAGE OF WILMETTE,
an Illinois home rule municipal corporation

By: ____________________________
    Robert Bielinski, Village President

ATTEST:

By: ____________________________
    ____________________________, Village Clerk

Date: ____________________________

STATE OF ILLINOIS  )
                    )    SS
COUNTY OF COOK    )

Before me, the undersigned notary public, personally appeared, Robert Bielinski and ____________________________, known to me to be, respectively, the Village President and Village Clerk of the Village of Wilmette, an Illinois home rule municipal corporation, and stated that they, being duly authorized to do so, executed the foregoing instrument on behalf of said Village as their free and voluntary act for the purposes therein contained.

IN WITNESS WHEREOF, I have set my hand and official seal on _____________, 2020.

______________________________
Notary Public
EXHIBIT A

Legal Description of Grantee Property

Lot 4 (except the Northwesterly 25 feet thereof) and all of Lot 5 in Block 4 in the Village of Wilmette in Section 34, Township 42 North Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

PINs: 05-34-101-034-0000 and 05-34-101-035-0000
EXHIBIT B

Depiction of Easement Areas
EXHIBIT C

Insurance Requirements

1. **Commercial General and Umbrella Liability Insurance.** Such Party shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a combined limit of $3,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location [project]. If a location is part of a larger program, Grantor will consider higher aggregate limits instead of location dedicated limits.

2. CGL insurance shall be written on ISO occurrence form CG 00 01 04 13 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, products-completed operations, personal and advertising injury, and liability assumed under an insured contract including the tort liability of another assumed in a business contract.

3. The other Party shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to such other Party, as to Grantee’s obligations set forth in this Easement Agreement. There shall be no endorsement or modification of the CGL to make it excess over other available insurance; alternatively, if the CGL states that it is excess or pro rata, the policy shall be endorsed to be primary with respect to the additional insured.

4. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability assumed under a contract.

5. **Workers Compensation Insurance.** Such Party shall maintain workers compensation and employers’ liability insurance.

6. The commercial umbrella and/or employers liability limits shall be $1,000,000 each accident for bodily injury by accident or $1,000,000 each employee for bodily injury by disease.

7. **Automobile and Umbrella Liability Insurance.** Such Party shall maintain automobile liability and, if necessary, commercial umbrella liability insurance with a combined limit of $3,000,000 each accident.

Coverage as required in Section 7 above shall be written on ISO form CA 00 01, CA 00 05, CA 00 25, or a substitute form providing equivalent liability coverage.
RESOLUTION NO. 2020-R-22

A RESOLUTION APPROVING A LICENSE AGREEMENT WITH GREEN BAY WILMETTE LLC FOR THE PURPOSES OF ALLOWING OFF STREET PARKING DURING CONSTRUCTION OF 1210 CENTRAL AVENUE

WHEREAS, the Village of Wilmette, Cook County, Illinois (the “Village”) is a home rule municipal corporation as provided in Article VII, Section 6 of the 1970 Constitution of the State of Illinois and, pursuant to said constitutional authority, may exercise any power and perform any function pertaining to its government and affairs for the protection of the public health, safety, morals and welfare; and

WHEREAS, the Village of Wilmette owns the premises located at 1225 Central, Wilmette, Illinois (“Subject Property”), and

WHEREAS, the Subject Property is currently a vacant, unimproved lot, enclosed by a chain-link fence; and

WHEREAS, the Village Board finds it necessary and convenient to approve the License Agreement attached hereto as Exhibit A (“Agreement”), to provide the licensee with off-street parking during construction of the new development located at 1210 Central Avenue.

NOW, THEREFORE, BE IT RESOLVED by the President and the Board of Trustees of the Village of Wilmette as follows:

SECTION ONE: The foregoing findings and recitals are hereby made a part of this Resolution and are incorporated by reference as if set forth verbatim herein.

SECTION TWO: The Agreement attached as Exhibit A is hereby approved.

SECTION THREE: The Village Manager is authorized to execute the Agreement and he and his designees are authorized to execute all documents and take all actions necessary to carry out the purpose of this Resolution and the Agreement. Prior to executing same, the Village
Manager is authorized to make changes to the form of the Agreement which, in his judgment, are necessary to carry out the purpose of this Resolution. The Village Manager is further authorized to terminate the Agreement in the manner provided for in the Agreement.

**SECTION FOUR:** This Resolution shall be in full force and effect from and after its passage.

**ADOPTED** by the President and Board of Trustees of the Village of Wilmette, Illinois, on the 27th day of **October, 2020** according to the following roll call vote:

AYES: None.

NAYS: None.

ABSTAIN: None.

ABSENT: None.

______________________________
Clerk of the Village of Wilmette, Illinois

Approved on **October 27, 2020**.

______________________________
Village President

Attest:

______________________________
Village Clerk
EXHIBIT A

License Agreement
LICENSE AGREEMENT (Revocable License)

This License Agreement and grant of license (herein, the “Agreement”) is made and entered into as of this ___ day of, 2020 (herein, the “Effective Date”), by and between Green Bay Wilmette LLC (herein, the “Licensee”), and the Village of Wilmette, an Illinois home rule municipal corporation (herein, the “Licensor”).

RECITALS

WHEREAS, Licensor is the owner in fee simple and titleholder of record of the following described real property commonly known as 1225 Central Avenue which is located wholly within the corporate limits of the Village of Wilmette:

LOT 5 IN MCDANIELS SUBDIVISION OF LOTS 1 AND 2 IN BLOCK 5 IN WILMETTE VILLAGE, IN SECTION 34 TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS (P.I.N. 05-34-109-008-0000).

(hereinafter, “Subject Property”); and

WHEREAS, the Subject Property is currently a vacant, unimproved lot and enclosed with a chain-link fence; and

WHEREAS, Licensee desires to use the Subject Property for daytime and overnight parking of vehicles that will be used by contractors and their employees working on the mixed-use development Licensee intends to construct at 1210 Central Avenue (herein, “Off-Site Improvement”); and

WHEREAS, Licensor is charged with the responsibility within its corporate limits of providing for the health, safety, and welfare of the general public, including but not limited to, providing services such as parking facilities for construction vehicles to keep such vehicles from being parked in other parking lots or on public streets; and

WHEREAS, Licensee and Licensor (herein, individually sometimes a “Party” and collectively, the “Parties”) have determined that it would be in the public’s best interests if the Subject Property were to be utilized for the parking, both during the day and overnight, of vehicles used by contractors and employees working on the construction of the Off-Site Improvement; and

WHEREAS, in exchange for the use of the Subject Property, Licensee has agreed to require its contractors and their employees, to the extent adequate space is available, to park their vehicles upon the Subject Property and not in other areas within the Village and to pay for or provide certain
improvements to the Subject Property, as hereinafter described; and

NOW, THEREFORE, upon the mutual covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed by and between the Parties as follows:

I. INCORPORATION OF RECITALS

The above and foregoing recitals are incorporated in this Section by this reference and incorporated herein and made a part hereof as though fully set forth and duplicated herein.

II. GRANT OF LICENSE

Licensor hereby grants Licensee, without Warranty of Title and without grant of any possessory estate or interest or rights in the Subject Property, an exclusive (subject to the provisions of Section IV below), revocable license (herein, “License”) in the nature of an incorporeal hereditament, to use the Subject Property for parking (but not overnight parking) of the vehicles of contractors and contractor employees working on the construction of the Off-Site Improvement, subject to the following terms, covenants, conditions and restrictions:

1. Licensee, and such contractors and employees, shall not use the Subject Property except as expressly provided for in this Agreement.

2. Licensee shall inform and ensure all contractors working on the construction of the Off-Site Improvement who use or intend to use the Subject Property for parking that their vehicles:
   a. must be parked upon the Subject Property in an orderly manner; and
   b. must not be parked on neighboring property without the consent of the owner of such property; and
   c. must not be in operation during prohibited construction hours (construction hours are provided for in Section 16-112 of the Wilmette Village Code) (Licensor acknowledging and agreeing, however and notwithstanding the foregoing, that contractors and employees may be parked on the Subject Property in vehicles which are idling for up to one hour before the start and one hour after the end of the aforesaid construction hours);
   d. must not be inoperable or disabled; and
   e. must enter and exit the Subject Property in the location(s) specified by the Village Engineer.

3. From and after the Use Commencement Date (as hereinafter defined), Licensee shall use reasonable efforts to ensure that only the vehicles described in this Agreement enter upon
and use the Subject Property for parking purposes. If an unauthorized vehicle is parked upon the Subject Property during the Term of this Agreement (as hereinafter defined), Licensee shall take all necessary steps, including compliance with Chapter 24, Article XII of the Wilmette Village Code, to have the vehicle removed from the Subject Property at Licensee’s sole cost.

4. From and after the Use Commencement Date and for so long as Licensee is using the Subject Property for vehicle parking, Licensee, at its sole cost and expense, shall maintain and, if necessary, repair and replace the fence that currently secures the Subject Property. If Licensee creates a locked gated entry to the Subject Property, Licensee shall provide Licensor with a key or other means to access the Subject Property through such gated entry. Licensee shall remove the fence from the Subject Property upon expiration of the Term of this Agreement or revocation of the License as provided below, unless Licensor expressly requests that the fence remain.

5. From and after the Use Commencement Date, Licensee shall keep and maintain the Subject Property free from the accumulation of rubbish or garbage.

6. Licensee, at its sole cost and expense, shall repair any damage caused by Licensee’s use of the Subject Property and the adjacent rights-of-way, alleys, sidewalks, curbs, gutters and utility poles. The Parties acknowledge that they have photographically documented the condition of said rights-of-way, alleys, sidewalks, curbs, gutters and utility poles as they exist as of the Effective Date of this Agreement, and Licensor agrees that Licensee shall not be obligated to correct or repair any existing deficiencies in said improvements after it ceases to use the Subject Property.

7. At Licensor’s request, Licensee, upon expiration of the Term of this Agreement, shall promptly furnish and place topsoil as needed, grade and seed the Subject Property in a manner reasonably acceptable to and approved by the Village Engineer. Notwithstanding the foregoing, Licensee shall not be required to grade and seed the Subject Property upon expiration of the Term if such expiration is occurring due to Licensor’s termination of this Agreement unless Licensee has had the ability to use the Subject Property for a period of not less than one hundred twenty (120) days commencing with the Use Commencement Date. Licensor may withhold issuance of a final certificate of occupancy for the Off-Site Improvement (other than a final certificate of occupancy for a tenant built-out commercial space) until the Subject Property is graded and seeded as and when required pursuant to these provisions.

III. TERM

This Agreement shall remain in effect (herein, “Term”) from and after the Effective Date and until the first to occur of: (a) the date Licensor issues Licensee a final certificate of occupancy (other
than a final certificate of occupancy for a tenant built-out commercial space) for the Off-Site Improvement; (b) the date specified in a notice Licensor gives Licensee indicating that it is revoking the License and terminating this Agreement; or (c) the date specified in a notice Licensee gives Licensor indicating its desire to terminate the License. Licensee agrees, notwithstanding the foregoing, that it will not start to use the Subject Property for vehicle parking until Licensor has issued Licensee a building permit (other than a demolition permit) which authorizes Licensee’s construction of the Off-Site Improvement (herein, “Use Commencement Date”). Licensor agrees, notwithstanding anything to the contrary contained in this Agreement, that Licensee shall have no duty to perform any obligation imposed upon it by this Agreement, unless and until the Use Commencement Date occurs.

Licensee may use the Subject Property from and after the Use Commencement Date and until expiration of the Term of this Agreement. Licensee acknowledges that Licensor may revoke this License at will, with twenty-four (24) hour’s notice to Licensee, and without cost to Licensor. Upon revocation of the License by Licensor, Licensee shall immediately fulfill all the conditions provided for in this Agreement.

If Licensee has not restored the Subject Property as provided for in this Agreement upon expiration of the Term, Licensor shall have the right, among other remedies, to enter the Subject Property, exclude Licensee (including, without limitation, any or all of Licensee’s contractor’s vehicles) and remove any or all of their property and effects. Licensee shall pay to Licensor upon demand the expense and costs for removal and/or storage of vehicles, any and all repairs to the Subject Property and all other costs arising from Licensee’s failure to vacate and restore the Subject Property, including but not limited to attorney’s fees and expenses.

Licensee may terminate its use of the Subject Property at any time upon seven (7) days written notice to the Village Manager. All terms, covenants, conditions, and restrictions imposed upon Licensee and remedies available to Licensor shall survive any such termination.

IV. ACCESS TO SUBJECT PROPERTY AND INSPECTION

At all times, Licensor shall have unfettered access to the Subject Property. Licensor shall provide at least 24-hours advanced notice to Licensee’s Designated Representative (defined below) should Licensor need to access the Subject Property for any reason. Notwithstanding the foregoing, Licensor reserves the right to enter upon the Subject Property at any time to ensure compliance with this Agreement or to remedy any violation of this Agreement.

V. DESIGNATED REPRESENTATIVE

Prior to the Use Commencement Date, Licensee shall designate in writing to Licensor a management level employee or contractor who shall be responsible for managing Licensee’s use of the Subject Property (herein, a “Designated Representative”). The Designated Representative
shall be readily accessible by telephone and shall have the ability to be present at the Subject Property within a reasonable period of time after requested to be present by Licensor. Licensee shall immediately notify Licensor in writing of any change in the identity and telephone number of the Designated Representative.

VI. CONDITION OF PREMISES

Licensee hereby accepts the Subject Property in its “as is” condition as of the Effective Date.

VII. ASSIGNMENT

Licensee shall not assign this Agreement or any portion thereof, nor shall Licensee allow the use of the License granted herein by any person, firm or entity other than Licensee or the contractors it has engaged to construct the Off-Site Improvement. Notwithstanding the foregoing, Licensee, without Licensor’s consent but with notice to Licensor, may collaterally assign this Agreement and the License to any lender providing either construction or permanent financing to Licensee for the Off-Site Improvement.

VIII. COMPLIANCE WITH LAWS

Licensee shall comply with all applicable laws, regulations, and/or rules of any governmental authority or regulatory body now in effect or which may be in effect pertaining to its use of the Subject Property.

Licensee will not conduct or permit the generation, transportation, storage, installation, treatment or disposal, either in or around the Subject Property, of any hazardous or toxic materials, and Licensee will keep the Subject Property free of any lien or claim imposed under any federal, state or local environmental statute, law, ordinance, code, rule or regulation as a result of Licensee’s use of the Subject Property. Licensee agrees to conduct its business and use good faith efforts to control its contractors, agents, employees, and invitees in such a manner as not to cause or create any nuisance upon or in or around the Subject Property. Licensor acknowledges that Licensee and contractor vehicles using the Subject Property for parking may be gasoline or diesel powered.

IX. WAIVER; RISK OF LOSS

Neither Licensor nor any of its officers, directors, agents, employees, members and affiliated entities shall be liable for any accident, injury or death, loss or damage resulting to any person or property sustained by Licensee or Licensee’s agents, contractors, employees, vendors, customers, invitees, and/or anyone claiming by or through Licensee, without limitation, for tortious acts or criminal acts of third parties. Licensor shall have no obligation or duty to provide any services relating to Licensee’s use of the Subject Property. Use of the Subject Property, including leaving any vehicles overnight, by Licensee or Licensee’s agents, contractors, vendors, employees, and/or invitees, anyone claiming by or through Licensee, or any user of the Subject Property shall be at
the sole risk of Licensee or such other person, and Licensor shall not be liable for any loss or
damage thereto, including, without limitation, theft or vandalism. Nothing in this Agreement shall
be interpreted to waive any immunities or privileges provided to Licensor, as an Illinois municipal
corporation under Illinois statutory or common law, such privileges and immunities being
specifically reserved by Licensor.

Kotecki waiver. If an employee, contractor, or agent of Licensee has a claim against Licensee, its
officers, directors, employees, or agents, Licensee’s indemnity obligation set forth above shall not
be limited by any limitation on the amount of damages, compensation or benefits payable by or
for Licensor under any employee benefit acts, including workers’ compensation or disability acts.

X. INSURANCE

Prior to the Use Commencement Date, Licensee shall furnish to Licensor satisfactory proof of the
required insurance coverage stated below. Such proof shall consist of certificates executed by the
respective insurance companies together with executed copies of an “Additional Insured
Endorsement” provided on standard Insurance Service Office (“ISO”) forms which shall be made
a part hereof. Use of “manuscript” or other non-standardized ISO forms is not acceptable.

Said certificates shall expressly provide that, for the remaining Term of this Agreement, the
insurance policy shall not be suspended, cancelled, or reduced in coverage or amount without at
least a 30-day prior written notice (10-day prior notice in the event of a non-payment of a premium)
to Licensor. In addition, said certificates shall name the Village of Wilmette and its corporate
authorities, officers, agents and employees as additional insureds on all required insurance policies.

Licensee shall procure and maintain without interruption from and after the Use Commencement
Date and until expiration of the Term of this Agreement, insurance against all claims for injury to
or death of a person or persons or damage to property, which may arise wholly or in part from the
use of the Subject Property for vehicle parking by Licensee or its contractors or their
subcontractors. The scope of coverage shall be at least as broad as, and shall be in amounts not
less than, the following:

a. Commercial General Liability, $1,000,000 combined single limit per occurrence
   for personal bodily injury and property damage. The general aggregate shall be no
   less than $2,000,000;

b. Umbrella Coverage, $4,000,000 per occurrence;

c. Business Auto Liability, $1,000,000 combined single limit for bodily injury and
   property damage; and

d. Workers Compensation – covering all liability of Licensee arising under the
   Worker’s Compensation Act and Workmen’s Occupational Disease Act,
   Employers Liability $1,000,000.00 (the policy shall include a waiver of
   subrogation).
All insurance required herein of Licensee shall be valid and enforceable policies, issued by insurers licensed and permitted to do business by the State of Illinois or surplus line carriers qualified to do business in the State of Illinois. All insurance carriers and surplus line carriers shall be rated A-, VII or better by A.M. Best Company.

Licensee shall require all contractors and subcontractors not protected under Licensee’s policies to take out and maintain insurance of the same nature, in the same amounts and under the same terms as required herein of Licensee. Licensee shall confirm contractor and subcontractor compliance with the requirements stated herein prior to accessing the Subject Property or using the Subject Property for vehicle parking.

Licensee expressly understands and agrees that any bonds or insurance policies required to be maintained in connection with the use of the Subject Property for vehicle parking shall in no way limit, to any extent, Licensee’s responsibility to indemnify, keep and save harmless and defend Licensor, its officers, agents, employees, representatives and assigns. Licensee’s insurance coverage shall be primary as respects to any insurance or self-insurance maintained by Licensor, which insurance of Licensor shall be excess of Licensee’s insurance and shall not contribute with it.

XI. INDEMNIFICATION

To the fullest extent permitted by law, Licensee shall defend, hold harmless, and indemnify Licensor, its corporate authorities, trustees, officers, directors, agents, and employees, from and against any and all losses, judgments, liens, claims, suits, liabilities, actions, causes of action, demands, expenses, costs, including reasonable attorneys’ fees, arising in whole or in part or relating to Licensee’s use of the Subject Property for vehicle parking, and/or failure to comply with the terms of this Agreement. The terms of this indemnity shall survive the expiration of the Term of this Agreement.

XII. REAL ESTATE/LEASEHOLD TAXES

From and after the Use Commencement Date, Licensee shall be responsible to pay any and all real estate, leasehold or other tax, which may be assessed against all or any portion of the Subject Property solely as the result of Licensee’s use of the Subject Property for vehicle parking or the grant of the License to Licensee.

XIII. NO LEASE

This Agreement does not provide a lease or leasehold to Licensee and the Subject Property is not leased to Licensee. The continued use of the Subject Property is specifically subject to the terms of this Agreement.

XIV. NOTICES

Notices required or permitted to be given pursuant to this Agreement shall be either: (a) personally
delivered (including delivery by overnight courier service) to the offices set forth below, in which case they shall be deemed received on the date of delivery to said offices; or (b) sent by certified or registered mail, return receipt requested, in which case they shall be deemed received on the date delivered, provided, however, that if delivery of a notice is refused by the addressee such notice shall be deemed given on the date of refusal.

To Licensor: Village of Wilmette  
Attn: Village Manager  
1200 Wilmette Ave.  
Wilmette, IL 60091

With a copy to:

Village of Wilmette  
Attn: Corporation Counsel  
1200 Wilmette Ave.  
Wilmette, IL 60091

To Licensee: Green Bay Wilmette LLC  
c/o Optima, Inc.  
Attn: David C. Hovey, Chief Executive Officer  
630 Vernon Avenue, Suite E  
Glencoe, IL 60022

With a copy to:

Green Bay Wilmette LLC  
c/o Optima, Inc.  
Attn: Mark Segal, Senior Vice President  
630 Vernon Avenue, Suite E  
Glencoe, IL 60022

XV. GOVERNING LAW

For any legal action between the Parties concerning the interpretation, construction and enforcement of this Agreement, or subject matter hereof, venue shall be in Cook County, Illinois and the laws of the State of Illinois shall govern the cause of action. In any action involving the interpretation or construction of the terms herein, this Agreement shall not be construed in favor of, or against, either Party.

XVI. CAPTIONS

The captions set forth herein are inserted solely for ease and convenience of reference and are not intended to provide a basis for the construction and interpretation of this Agreement.
XVII. ENTIRE AGREEMENT

This Agreement contains all the agreements between the Parties relating to the use of the Subject Property, and may not be modified or amended unless such modification or amendment is evidenced in writing, signed by both Parties and dated on the same date as or a later date than the Effective Date of this Agreement.

XVIII. PARTIAL INVALIDITY

If any term, covenant, or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law unless to do so would produce an absurd or unjust result.

XIX. AUTHORIZATION

Each Party has full right, power and authority to enter into this Agreement and to perform its obligations hereunder, and the execution, delivery and performance of this Agreement shall not, nor shall the observance or performance of any of the matters and things herein set forth, violate or contravene any provision of law or of the charter or by-laws of either such Party or of any indenture or other agreement of or affecting either Party. All necessary and appropriate action has been taken on the part of each Party to authorize the execution and delivery of this Agreement. This Agreement is the valid and binding agreement of each Party in accordance with its terms.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below their respective signatures, to be effective as of the Effective Date.

VILLAGE OF WILMETTE

By: ____________________________
Name: __________________________
Its: Village President

By: ____________________________
Name: __________________________

GREEN BAY WILMETTE LLC

By: ____________________________
Name: __________________________
Its: ____________________________

By: ____________________________
Date: ____________________________

Name: __________________________
Its: Village Clerk

Date: ____________________________
## ESTIMATED PROJECT SCHEDULE

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RESOLUTION NO. 2021-R-56

A RESOLUTION APPROVING AN AMENDED AND RESTATED LICENSE AGREEMENT WITH GREEN BAY WILMETTE LLC FOR THE PURPOSES OF ALLOWING OFF STREET PARKING DURING CONSTRUCTION OF 1210 CENTRAL AVENUE

WHEREAS, the Village of Wilmette, Cook County, Illinois (the “Village”) is a home rule municipal corporation as provided in Article VII, Section 6 of the 1970 Constitution of the State of Illinois and, pursuant to said constitutional authority, may exercise any power and perform any function pertaining to its government and affairs for the protection of the public health, safety, morals and welfare; and

WHEREAS, the Village of Wilmette owns the premises located at 1225 Central, Wilmette, Illinois ("Subject Property"), and

WHEREAS, the Subject Property is currently a vacant, unimproved lot, enclosed by a chain-link fence; and

WHEREAS, the Village Board adopted Resolution 2020-O-22, on October 27, 2021 which approved a License Agreement to provide the licensee with off-street parking during construction of the new development located at 1210 Central Avenue; and

WHEREAS, the Licensee has requested that no more than two (2) office trailers and no more than two (2) 8’ x 20’ tool cubes be allowed to be placed and remain for use upon the Subject Property during construction of 1210 Central Avenue; and

WHEREAS, Village Board finds it necessary and convenient to approve the Amended and Restated License Agreement attached hereto as Exhibit A (“Agreement”), to provide the licensee with off-street parking, which includes the use of two (2) office trailers and no more than two (2) 8’ x 20’ tool cubes during construction of the new development located at 1210 Central Avenue.
NOW, THEREFORE, BE IT RESOLVED by the President and the Board of Trustees of the Village of Wilmette as follows:

SECTION ONE: The foregoing findings and recitals are hereby made a part of this Resolution and are incorporated by reference as if set forth verbatim herein.

SECTION TWO: The Amended and Restated Agreement attached as Exhibit A is hereby approved.

SECTION THREE: The Village Manager is authorized to execute the Agreement and he and his designees are authorized to execute all documents and take all actions necessary to carry out the purpose of this Resolution and the Amended and Restated Agreement. Prior to executing same, the Village Manager is authorized to make changes to the form of the Agreement which, in his judgment, are necessary to carry out the purpose of this Resolution. The Village Manager is further authorized to terminate the Amended and Restated Agreement in the manner provided for in the Amended and Restated Agreement.

SECTION FOUR: This Resolution shall be in full force and effect from and after its passage.

ADOPTED by the President and Board of Trustees of the Village of Wilmette, Illinois, on the 28th day of September, 2021 according to the following roll call vote:

AYES: None.
NAYS: None.
ABSTAIN: None.
ABSENT: None.
Approved on September 28, 2021.

________________________________________
Village President

Attest:

________________________________________
Village Clerk
EXHIBIT A

License Agreement
AMENDED AND RESTATED
LICENSE AGREEMENT (Revocable License)

This Amended and Restated License Agreement and grant of license (herein, the “Amended and Restated Agreement”) amending and restating in its entirety that certain Agreement between Licensor and Licensee dated as of January 25, 2021 is made and entered into as of the “Effective Date” (as defined below), by and between Green Bay Wilmette LLC (herein, the “Licensee”), and the Village of Wilmette, an Illinois home rule municipal corporation (herein, the “Licensor”).

RECITALS

WHEREAS, Licensor is the owner in fee simple and titleholder of record of the following described real property commonly known as 1225 Central Avenue which is located wholly within the corporate limits of the Village of Wilmette:

LOT 5 IN MCDANIELS SUBDIVISION OF LOTS 1 AND 2 IN BLOCK 5 IN WILMETTE VILLAGE, IN SECTION 34 TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS (P.I.N. 05-34-109-008-0000).

(hereinafter, “Subject Property”); and

WHEREAS, the Subject Property is currently a vacant, unimproved lot and enclosed with a chain-link fence; and

WHEREAS, Licensee desires to use the Subject Property for daytime and overnight parking of vehicles, no more than two (2) office trailers, and no more than two (2) 8’ x 20’ tool cubes (herein collectively referred to as “Vehicles”) that will be used by contractors and their employees working on the mixed-use development Licensee intends to construct at 1210 Central Avenue (herein, “Off-Site Improvement”); and

WHEREAS, Licensor is charged with the responsibility within its corporate limits of providing for the health, safety, and welfare of the general public, including but not limited to, providing services such as parking facilities for Vehicles to keep such Vehicles from being parked in other parking lots or on public streets; and

WHEREAS, Licensee and Licensor (herein, individually sometimes a “Party” and collectively, the “Parties”) have determined that it would be in the public’s best interests if the Subject Property were to be utilized for the parking, of Vehicles used by contractors and employees working on the construction of the Off-Site Improvement; and
WHEREAS, in exchange for the use of the Subject Property, Licensee has agreed to require its contractors and their employees, to the extent adequate space is available, to park their vehicles upon the Subject Property and not in other areas within the Village and to pay for or provide certain improvements to the Subject Property, as hereinafter described; and

NOW, THEREFORE, upon the mutual covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed by and between the Parties as follows:

I. INCORPORATION OF RECITALS

The above and foregoing recitals are incorporated in this Section by this reference and incorporated herein and made a part hereof as though fully set forth and duplicated herein.

II. GRANT OF LICENSE

Licensor hereby grants Licensee, without Warranty of Title and without grant of any possessory estate or interest or rights in the Subject Property, an exclusive (subject to the provisions of Section IV below), revocable license (herein, “License”) in the nature of an incorporeal hereditament, to use the Subject Property for parking of the Vehicles used by contractors and contractor employees working on the construction of the Off-Site Improvement, subject to the following terms, covenants, conditions and restrictions:

1. Licensee, and such contractors and employees, shall not use the Subject Property except as expressly provided for in this Amended and Restated Agreement.

2. No Vehicles, except no more than two (2) office trailers, and no more than two (2) 8’ x 20’ tool cubes, shall be parked on the Subject Property overnight. Any office trailer and tool cube parked on the Subject Property may be used by the Licensee for their intended purposes (office use and storage of tools respectively) during construction hours. Any such use after construction hours shall not be of such use that is prohibited by Section 16-112 of the Wilmette Village Code.

3. Licensee shall inform and ensure all contractors working on the construction of the Off-Site Improvement who use or intend to use the Subject Property for parking that their Vehicles:
   a. must be parked upon the Subject Property in an orderly manner; and
   b. must not be parked on neighboring property without the consent of the owner of such property; and
   c. must not be in operation during prohibited construction hours (construction hours are provided for in Section 16-112 of the Wilmette Village Code) (Licensor acknowledging and agreeing, however and notwithstanding the foregoing, that
contractors and employees may be parked on the Subject Property in Vehicles which are idling for up to one hour before the start and one hour after the end of the aforesaid construction hours); and

d. must not be inoperable or disabled; and

e. must enter and exit the Subject Property in the location(s) specified by the Village Engineer.

4. From and after the Use Commencement Date (as hereinafter defined), Licensee shall use reasonable efforts to ensure that only the Vehicles described in this Amended and Restated Agreement enter upon and use the Subject Property for parking purposes. If an unauthorized vehicle is parked upon the Subject Property and during the Term of this Amended and Restated Agreement (as hereinafter defined), Licensee shall take all necessary steps, including compliance with Chapter 24, Article XII of the Wilmette Village Code, to have the unauthorized vehicle removed from the Subject Property at Licensee’s sole cost.

5. From and after the Use Commencement Date and for so long as Licensee is using the Subject Property for Vehicle parking, Licensee, at its sole cost and expense, shall maintain and, if necessary, repair and replace the fence that currently secures the Subject Property. If Licensee creates a locked gated entry to the Subject Property, Licensee shall provide Licensor with a key or other means to access the Subject Property through such gated entry. Licensee shall remove the fence from the Subject Property upon expiration of the Term of this Amended and Restated Agreement or revocation of the License as provided below, unless Licensor expressly requests that the fence remain.

6. From and after the Use Commencement Date, Licensee shall keep and maintain the Subject Property free from the accumulation of rubbish or garbage.

7. Licensee, at its sole cost and expense, shall repair any damage caused by Licensee’s use of the Subject Property and the adjacent rights-of-way, alleys, sidewalks, curbs, gutters and utility poles. The Parties acknowledge that they have photographically documented the condition of said rights-of-way, alleys, sidewalks, curbs, gutters and utility poles as they exist as of the Effective Date of this Amended and Restated Agreement, and Licensor agrees that Licensee shall not be obligated to correct or repair any existing deficiencies in said improvements after it ceases to use the Subject Property.

8. At Licensor’s request, Licensee, upon expiration of the Term of this Amended and Restated Agreement, shall promptly furnish and replace topsoil as needed and grade and seed the Subject Property in a manner reasonably acceptable to and approved by the Village Engineer. Notwithstanding the foregoing, Licensee shall not be required to grade and seed the Subject Property upon expiration of the Term if such expiration is occurring due to Licensor’s termination of this Amended and Restated Agreement unless Licensee has had the ability to use the Subject Property for a period of not less than one hundred twenty (120) days commencing with the Use Commencement Date. Licensor may withhold issuance of a final certificate of occupancy for the Off-Site Improvement (other than a final
Certificate of occupancy for a tenant built-out commercial space) until the Subject Property is graded and seeded as and when required pursuant to these provisions.

III. TERM

This Amended and Restated Agreement shall remain in effect (herein, “Term”) from and after the Effective Date and until the first to occur of: (a) the date Licensor issues Licensee a final certificate of occupancy (other than a final certificate of occupancy for a tenant built-out commercial space) for the Off-Site Improvement; (b) the date specified in a notice Licensor gives Licensee indicating that it is revoking the License and terminating this Amended and Restated Agreement; or (c) the date specified in a notice Licensee gives Licensor indicating its desire to terminate the License. Licensee agrees, notwithstanding the foregoing, that it will not start to use the Subject Property for Vehicle parking until Licensor has issued Licensee a building permit (other than a demolition permit) which authorizes Licensee’s construction of the Off-Site Improvement (herein, “Use Commencement Date”). Licensor agrees, notwithstanding anything to the contrary contained in this Amended and Restated Agreement, that Licensee shall have no duty to perform any obligation imposed upon it by this Amended and Restated Agreement, unless and until the Use Commencement Date occurs.

Licensee may use the Subject Property from and after the Use Commencement Date and until expiration of the Term of this Amended and Restated Agreement. Licensee acknowledges that Licensor may revoke this License at will, with twenty-four (24) hours’ notice to Licensee, and without cost to Licensor. Upon revocation of the License by Licensor, Licensee shall promptly fulfill all the conditions provided for in this Amended and Restated Agreement, including vacating the Subject Property as soon as commercially possible, but in no case longer than seven (7) days after such notice of revocation is provided by the Licensor.

If Licensee has not restored the Subject Property as provided for in this Amended and Restated Agreement upon expiration of the Term, Licensor shall have the right, among other remedies, to enter the Subject Property, exclude Licensee (including, without limitation, any or all Vehicles) and remove any or all of their property and effects. Licensee shall pay to Licensor upon demand the expense and costs for removal and/or storage of Vehicles, any and all repairs to the Subject Property and all other costs arising from Licensee’s failure to vacate and restore the Subject Property, including but not limited to attorney’s fees and expenses.

Licensee may terminate its use of the Subject Property at any time upon seven (7) days written notice to the Village Manager. All terms, covenants, conditions, and restrictions imposed upon Licensee and remedies available to Licensor shall survive any such termination.

IV. ACCESS TO SUBJECT PROPERTY AND INSPECTION

At all times, Licensor shall have unfettered access to the Subject Property. Licensor shall provide at least 24-hours advanced notice to Licensee’s Designated Representative (defined below) should Licensor need to access the Subject Property for any reason. Notwithstanding the foregoing, Licensor reserves the right to enter upon the Subject Property at any time to ensure compliance with this Amended and Restated Agreement or to remedy any violation of this Amended and Restated Agreement.
V. DESIGNATED REPRESENTATIVE

Prior to the Use Commencement Date, Licensee shall designate in writing to Licensor a management level employee or contractor who shall be responsible for managing Licensee’s use of the Subject Property (herein, a “Designated Representative”). The Designated Representative shall be readily accessible by telephone and shall have the ability to be present at the Subject Property within a reasonable period of time after requested to be present by Licensor. Licensee shall immediately notify Licensor in writing of any change in the identity and telephone number of the Designated Representative.

VI. CONDITION OF PREMISES

Licensee hereby accepts the Subject Property in its “as is” condition as of the Effective Date.

VII. ASSIGNMENT

Licensee shall not assign this Amended and Restated Agreement or any portion thereof, nor shall Licensee allow the use of the License granted herein by any person, firm or entity other than Licensee or the contractors it has engaged to construct the Off-Site Improvement. Notwithstanding the foregoing, Licensee, without Licensor’s consent but with notice to Licensor, may collateralize assign this Amended and Restated Agreement and the License to any lender providing either construction or permanent financing to Licensee for the Off-Site Improvement.

VIII. COMPLIANCE WITH LAWS

Licensee shall comply with all applicable laws, regulations, and/or rules of any governmental authority or regulatory body now in effect or which may be in effect pertaining to its use of the Subject Property.

Licensee will not conduct or permit the generation, transportation, storage, installation, treatment or disposal, either in or around the Subject Property, of any hazardous or toxic materials, and Licensee will keep the Subject Property free of any lien or claim imposed under any federal, state or local environmental statute, law, ordinance, code, rule or regulation as a result of Licensee’s use of the Subject Property. Licensee agrees to conduct its business and use good faith efforts to control its contractors, agents, employees, and invitees in such a manner as not to cause or create any nuisance upon or in or around the Subject Property. Licensor acknowledges that Licensee and Vehicles using the Subject Property for parking may be gasoline or diesel powered.

IX. WAIVER; RISK OF LOSS

Neither Licensor nor any of its officers, directors, agents, employees, members and affiliated entities shall be liable for any accident, injury or death, loss or damage resulting to any person or property sustained by Licensee or Licensee’s agents, contractors, employees, vendors, customers, invitees, and/or anyone claiming by or through Licensee, without limitation, for tortious acts or criminal acts of third parties. Licensor shall have no obligation or duty to provide any services relating to Licensee’s use of the Subject Property. Use of the Subject Property, including leaving any Vehicles overnight (except no more than two (2) office trailers, and no more than two (2) 8′ x
20’ tool cubes may remain on the Subject Property overnight during the duration of the License), by Licensee or Licensee’s agents, contractors, vendors, employees, and/or invitees, anyone claiming by or through Licensee, or any user of the Subject Property shall be at the sole risk of Licensee or such other person, and Licensor shall not be liable for any loss or damage thereto, including, without limitation, theft or vandalism. Nothing in this Amended and Restated Agreement shall be interpreted to waive any immunities or privileges provided to Licensor, as an Illinois municipal corporation under Illinois statutory or common law, such privileges and immunities being specifically reserved by Licensor.

Kotecki waiver. If an employee, contractor, or agent of Licensee has a claim against Licensee, its officers, directors, employees, or agents, Licensee’s indemnity obligation set forth above shall not be limited by any limitation on the amount of damages, compensation or benefits payable by or for Licensor under any employee benefit acts, including workers’ compensation or disability acts.

X. INSURANCE

Prior to the Use Commencement Date, Licensee shall furnish to Licensor satisfactory proof of the required insurance coverage stated below. Such proof shall consist of certificates executed by the respective insurance companies together with executed copies of an “Additional Insured Endorsement” provided on standard Insurance Service Office (“ISO”) forms which shall be made a part hereof. Use of “manuscript” or other non-standardized ISO forms is not acceptable.

Said certificates shall expressly provide that, for the remaining Term of this Amended and Restated Agreement, the insurance policy shall not be suspended, cancelled, or reduced in coverage or amount without at least a 30-day prior written notice (10-day prior notice in the event of a non-payment of a premium) to Licensor. In addition, said certificates shall name the Village of Wilmette and its corporate authorities, officers, agents and employees as additional insureds on all required insurance policies.

Licensee shall procure and maintain without interruption from and after the Use Commencement Date and until expiration of the Term of this Amended and Restated Agreement, insurance against all claims for injury to or death of a person or persons or damage to property, which may arise wholly or in part from the use of the Subject Property for Vehicle parking by Licensee or its contractors or their subcontractors. The scope of coverage shall be at least as broad as, and shall be in amounts not less than, the following:

a. Commercial General Liability, $1,000,000 combined single limit per occurrence for personal bodily injury and property damage. The general aggregate shall be no less than $2,000,000;

b. Umbrella Coverage, $4,000,000 per occurrence;

c. Business Auto Liability, $1,000,000 combined single limit for bodily injury and property damage; and

d. Workers Compensation – covering all liability of Licensee arising under the Worker’s Compensation Act and Workmen’s Occupational Disease Act, Employers Liability $1,000,000.00 (the policy shall include a waiver of subrogation).
All insurance required herein of Licensee shall be valid and enforceable policies, issued by insurers licensed and permitted to do business by the State of Illinois or surplus line carriers qualified to do business in the State of Illinois. All insurance carriers and surplus line carriers shall be rated A-, VII or better by A.M. Best Company.

Licensee shall require all contractors and subcontractors not protected under Licensee’s policies to take out and maintain insurance of the same nature, in the same amounts and under the same terms as required herein of Licensee. Licensee shall confirm contractor and subcontractor compliance with the requirements stated herein prior to accessing the Subject Property or using the Subject Property for Vehicle parking.

Licensee expressly understands and agrees that any bonds or insurance policies required to be maintained in connection with the use of the Subject Property for Vehicle parking shall in no way limit, to any extent, Licensee’s responsibility to indemnify, keep and save harmless and defend Licensor, its officers, agents, employees, representatives and assigns. Licensee’s insurance coverage shall be primary as respects to any insurance or self-insurance maintained by Licensor, which insurance of Licensor shall be excess of Licensee’s insurance and shall not contribute with it.

XI. INDEMNIFICATION

To the fullest extent permitted by law, Licensee shall defend, hold harmless, and indemnify Licensor, its corporate authorities, trustees, officers, directors, agents, and employees, from and against any and all losses, judgments, liens, claims, suits, liabilities, actions, causes of action, demands, expenses, costs, including reasonable attorneys’ fees, arising in whole or in part or relating to Licensee’s use of the Subject Property for Vehicle parking, and/or failure to comply with the terms of this Amended and Restated Agreement. The terms of this indemnity shall survive the expiration of the Term of this Amended and Restated Agreement.

XII. REAL ESTATE/LEASEHOLD TAXES

From and after the Use Commencement Date, Licensee shall be responsible to pay any and all real estate, leasehold or other tax, which may be assessed against all or any portion of the Subject Property solely as the result of Licensee’s use of the Subject Property for Vehicle parking or the grant of the License to Licensee.

XIII. NO LEASE

This Amended and Restated Agreement does not provide a lease or leasehold to Licensee and the Subject Property is not leased to Licensee. The continued use of the Subject Property is specifically subject to the terms of this Amended and Restated Agreement.

XIV. NOTICES

Notices required or permitted to be given pursuant to this Amended and Restated Agreement shall be either: (a) personally delivered (including delivery by overnight courier service) to the offices set forth below, in which case they shall be deemed received on the date of delivery to said offices; or (b) sent by certified or registered mail, return receipt requested, in which case they shall be deemed received on the date delivered, provided, however, that if delivery of a notice is refused
by the addressee such notice shall be deemed given on the date of refusal.

To Licensor:  Village of Wilmette  
Attn: Village Manager  
1200 Wilmette Ave.  
Wilmette, IL 60091  

With a copy to:  

Village of Wilmette  
Attn: Corporation Counsel  
1200 Wilmette Ave.  
Wilmette, IL 60091

To Licensee:  Green Bay Wilmette LLC  
c/o Optima, Inc.  
Attn: David C. Hovey, Chief Executive Officer  
630 Vernon Avenue, Suite E  
Glencoe, IL 60022  

With a copy to:  

Green Bay Wilmette LLC  
c/o Optima, Inc.  
Attn: Mark Segal, Senior Vice President  
630 Vernon Avenue, Suite E  
Glencoe, IL 60022

XV.  GOVERNING LAW

For any legal action between the Parties concerning the interpretation, construction and enforcement of this Amended and Restated Agreement, or subject matter hereof, venue shall be in Cook County, Illinois and the laws of the State of Illinois shall govern the cause of action. In any action involving the interpretation or construction of the terms herein, this Amended and Restated Agreement shall not be construed in favor of, or against, either Party.

XVI.  CAPTIONS

The captions set forth herein are inserted solely for ease and convenience of reference and are not intended to provide a basis for the construction and interpretation of this Amended and Restated Agreement.

XVII.  ENTIRE AGREEMENT

This Amended and Restated Agreement contains all the agreements between the Parties relating to the use of the Subject Property, and may not be modified or amended unless such modification
or amendment is evidenced in writing, signed by both Parties and dated on the same date as or a later date than the Effective Date of this Amended and Restated Agreement.

XVIII. PARTIAL INVALIDITY

If any term, covenant, or condition of this Amended and Restated Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Amended and Restated Agreement, or the application of such term, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Amended and Restated Agreement shall be valid and be enforced to the fullest extent permitted by law unless to do so would produce an absurd or unjust result.

XIX. AUTHORIZATION

Each Party has full right, power and authority to enter into this Amended and Restated Agreement and to perform its obligations hereunder, and the execution, delivery and performance of this Amended and Restated Agreement shall not, nor shall the observance or performance of any of the matters and things herein set forth, violate or contravene any provision of law or of the charter or by-laws of either such Party or of any indenture or other agreement of or affecting either Party. All necessary and appropriate action has been taken on the part of each Party to authorize the execution and delivery of this Amended and Restated Agreement. This Amended and Restated Agreement is the valid and binding agreement of each Party in accordance with its terms.

XX. EFFECTIVE DATE

The “Effective Date” of this Amended and Restated Agreement shall be the date of its execution by Licensor.

IN WITNESS WHEREOF, the Parties have executed this Amended and Restated Agreement as of the dates set forth below their respective signatures, to be effective as of the Effective Date.

VILLAGE OF WILMETTE

By: __________________________
Name: _________________________
Its: Village President

By: __________________________
Name: _________________________

GREEN BAY WILMETTE LLC

By: __________________________
Name: _________________________
Its: ____________________________

Date: __________________________

Name: _________________________
Its: Village Clerk

Date: __________________________
REQUEST FOR BOARD ACTION

AGENDA ITEM: 3.10

Village Manager’s Office

SUBJECT: Residential Utility Bill Assistance Program

MEETING DATE: September 28, 2021

FROM: Michael Braiman, Village Manager
Jeffrey Stein, Assistant Village Manager/Corporation Counsel
Erik Hallgren, Assistant Village Manager

BUDGET IMPACT: The assistance program has an estimated value of $150,000

Recommended Motion

Motion to adopt Resolution #2021-R-58 extending and amending the Village’s Residential Pandemic Utility Bill Assistance Program.

Background

To combat the economic impact of COVID-19, the Village Board has approved several economic relief programs in support of the local business community that totaled $531,000 to provide immediate assistance to support small businesses.

At the April 13, 2021 Village Board meeting, Staff presented additional financial assistance programs for residents and businesses of the community. Based upon the discussion, the Village Board reached consensus on the development of a residential utility bill assistance program. At the April 27, 2021 Village Board meeting, the residential utility bill assistance program was approved, attachment #2 includes the program’s current rules and application.

The program was communicated to residents through a variety of mechanisms including the Village’s website, E-News, and social media outlets. Staff updated current utility bills and late notices to include information on the assistance program and staff sent a direct mailer to the identified accounts, approximately 310, that included the application.

Discussion

Through September 24, 2021 only 13 applications have been approved (4 applications were denied for various reasons) at an approximate value of $15,000. This is significantly less than the estimated 310 utility accounts, with an approximate value of $150,000, that were past due when the program was originally approved.
Since the pandemic began, the Village has not shut-off water for unpaid utility bills. With the State of Illinois now in Phase 5 of the Governor’s Restore Illinois plan and Wilmette unemployment data having declined significantly as compared to earlier in the pandemic, the Village intends to reinstitute the shut-off program on October 5, 2021. Accordingly, it is expected that the Village will begin to receive additional requests for assistance.

Staff is recommending three changes to the assistance program to ensure that residents with an inability to pay have every opportunity to apply for and receive financial assistance prior to their water service being shut-off:

- Extend the application deadline to December 31, 2021
- Extend the cutoff date for past due bills to October 15, 2021
- Provide additional discretion to the Village Manager in approving applications for assistance

Application Deadline
Staff is recommending the extension of the application period from July 31, 2021 to December 31, 2021. This will provide all cycles receiving a shut-off notice a final opportunity to apply for assistance as the shut-off date for the final cycle is December 14, 2021 with the door posting taking place on December 10, 2021. Accounts that are past due will receive a total of five notices over a 45-day period prior to shut-off.

Cutoff Date
Staff also recommends extending the cutoff date for past due utility bills from April 30, 2021 to October 15, 202. This is the bill due date for the final shut off cycle and ensures that all past due accounts which have been impacted by the pandemic are eligible for assistance.

Application Approvals
In addition to the timeline extensions, staff also recommends that the administrative rules be amended to provide more flexibility to grant assistance to residents. There are no specific alterations to the eligibility criteria but would add language that would give the Village Manager discretion to grant assistance, in part or in full, to residents that do not meet all of the eligibility criteria but have an inability to pay or were severely impacted by the pandemic.

Budget Impact
The residential utility bill assistance program has an estimated value of $150,000.

Attachments
1. Resolution 2021-R-58 (Extension and Amendment of the Village’s Residential Pandemic Utility Bill Assistance Program)
2. Amended Residential Utility Bill Assistance Program Rules and Application
RESOLUTION NO. 2021-R-58

A RESOLUTION EXTENDING AND AMENDING THE VILLAGE'S RESIDENTIAL PANDEMIC UTILITY BILL ASSISTANCE PROGRAM

WHEREAS, the Village of Wilmette, Illinois (the “Village”) is a home rule municipal corporation as provided in Article VII, Section 6 of the 1970 Constitution of the State of Illinois and, pursuant to said constitutional authority, may exercise any power and perform any function pertaining to its government and affairs for the protection of the public health, safety, morals and welfare; and

WHEREAS, on May 11, 2021, the Village Board adopted Resolution 2021-R-20 which extended the Tenth Amended Emergency Declaration that among other things, instituted the Residential Pandemic Utility Bill Assistance Program (“Program”); and

WHEREAS, as part of the Program, the Village Board directed the Village staff to create and impose administrative rules (“Rules”); and

WHEREAS, as part of the Rules all applications for assistance must have been submitted prior to July 31, 2021; and

WHEREAS, as part of the Rules all applicants must meet certain eligibility criteria to qualify for assistance; and

WHEREAS, only those applicants that had a utility account that went 30 days past due prior to April 30, 2021 qualified for assistance; and

WHEREAS, a rigid application of the eligibility criteria of the Rules may lead to the discouragement of residents that are otherwise in need from receiving monetary assistance from the Program; and

WHEREAS, the Village Manager is authorized to amend the Rules to:

1. extend the application submission date to December 31, 2021; and
2. extend the cutoff date for past due utility bills to October 15, 2021; and

3. use his discretion to grant assistance (in full or in part) to residents that do not technically meet the current eligibility criteria but are otherwise in need because of the pandemic.

WHEREAS, the Village Board finds that it is necessary, convenient and in the best interests of the residents of the Village to provide for the aforementioned amendments to the Program.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Wilmette as follows:

SECTION 1: The above recitals are incorporated into this section one as if fully set forth.

SECTION 2: The Village staff is authorized to amend the Program’s Rules to provide certain qualifying Village residents with grant funds for the purpose of helping alleviate their past due utility bill and to prevent such utilities from being shut off. Said amendments may include the Village Manager’s authorization to (1) extend the application submission date to December 31, 2021; (2) extend the cutoff date for past due utility bills to October 15, 2021, and (3) the Village Manager in his discretion may grant assistance (in full or in part) to residents that do not technically meet the eligibility criteria but are otherwise in need because of the pandemic.

SECTION 3: The Village Manager is authorized to take any action necessary to carry out the purpose of this Resolution and this Resolution shall be in full force and effect from and after its passage.

SECTION 4: This Resolution shall be in full force and effect from and after its passage.

ADOPTED on September 28, 2021, pursuant to the following roll call vote:

AYES: None.

NAYS: None.
ABSTAIN: None.

ABSENT: None.

____________________________________
Village Clerk

Approved on September 28, 2021.

____________________________________
Village President

Attest:

____________________________________
Village Clerk
RESIDENTIAL PANDEMIC UTILITY BILL ASSISTANCE PROGRAM
(Program Administrative Rules)

The Village of Wilmette declared an emergency affecting the public health and wellbeing due to the outbreak of Coronavirus Disease 2019 (“COVID-19”) (“Emergency Declaration”) on March 23, 2020. As part of the Emergency Declaration, the Village has acknowledged the financial burden on the community, and therefore the Village has established a residential utility bill assistance program that would provide one-time utility bill assistance for households of the community experiencing financial hardship due to the pandemic. The assistance program would make direct payments for outstanding utility bills to provide short-term financial assistance.

Terms and Conditions
The Assistance Program shall be administered in the sole discretion of the Village and nothing in this program creates a right to any household to receive any funds or creates an obligation of the Village to expend any funds. The Village reserves the right to cease the program at any time.

The Village is offering, through an application (“Application”), the ability of eligible Wilmette households to receive assistance associated with residential utility bills. All assistance by the Village are expressly conditioned upon the satisfactory completion of an Application and adherence to these Administrative Rules.

Individuals Eligible to Receive Assistance
The Utility Bill Assistance Program is intended to furnish one-time assistance to Wilmette households who experienced financial hardships related to the COVID-19 pandemic. Specific eligibility requirements and financial considerations are enumerated below.

Eligibility Requirements
Applicants must meet ALL of the five eligibility rules below:
1. Applicant must be a current resident of the Village of Wilmette
2. Applicant must have a utility account that is past due by greater than 30 days
3. Applicant must have a utility account that went 30 days past due after March 23, 2020
4. Applicant must have a utility account that went 30 days past due prior to October 15, 2021
5. Applicant must have income for Calendar Year 2020 at or below 120% of the Chicago-Joliet-Naperville Metro Area Median Family Income (MFI) as defined by the Department of Housing and Urban Development. Those levels are below.

<table>
<thead>
<tr>
<th>Members of Household</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
<th>7</th>
<th>8</th>
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<td>$89,500</td>
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<td>$120,800</td>
<td>$129,750</td>
<td>$138,700</td>
<td>$147,650</td>
</tr>
</tbody>
</table>

Financial Considerations
Applicants must meet all of the above eligibility requirements and meet ONE OF the three financial considerations below:
1. Suffered loss of job due to COVID-19 pandemic; OR

\[1 \text{ The Village Manager, or designee, may in their discretion grant assistance (in full or in part) if all five eligibility criteria are not met but the applicant is otherwise in need of assistance.}\]
2. Suffered loss of income due to COVID-19 pandemic; OR
3. Other extenuating circumstances caused by the COVID-19 pandemic impacting the applicant’s ability to pay.

The determination as to whether assistance will be granted in any particular case shall be in the sole discretion of Village Manager or his designee(s).

Request for Assistance Review
Requests for assistance shall be made through the Finance Department. Other departments may refer cases to the Finance Department for assistance. A staff member will be designated to review and process applications for assistance and the final determination will be made by designated staff member(s).

Application Information
All interested persons will be provided an application for submission. The application will include, at a minimum, the following:

- Name and other Contact Information
- Household Information such as number of persons in household and residency
- Income Information such as salaries, wages, social security, other financial assistance, governmental subsidies, and any other income source.
- Extenuating circumstances including opportunity to explain deviations from minimum requirements.

Information is subject to verification prior to approval of assistance or, as soon as practicable thereafter. Staff may request documents such as tax returns for the household or statements from the Illinois Department of Employment Security (IDES). The applicants shall sign a statement that the information on the application is correct to the best of the applicant’s knowledge. Staff may request additional information if it is required to process an application.

Forms
The application for the Grant Program must be completed and submitted to the Village via email to WilmetteGrantApplication@wilmette.com.

Applications must be received on or before July 31, 2021 for consideration as part of this program.

Payment of Assistance and Not Transferable
If assistance is approved, it will be awarded via a direct transfer from the Village’s General Fund to the Village’s Water and Sewer Funds. No check will be issued to any individual. Grant awards are nontransferable.

Status of Assistance
The Residential Utility Bill Assistance Program is not an entitlement program; the fact that an applicant might be in need of assistance or appear qualified for assistance does not entitle the applicant to assistance pursuant to this Program. The scope of the program and the amount the Village funds shall be determined by the Village in its sole discretion. The Village of Wilmette has no obligation to continue to fund or provide additional funds for the program. Applications will be
processed on a first-come first-served basis and applications will be accepted until December 31, 2021 or until funds are exhausted, whichever is first.

**Application Information and General Release**

Applicants shall permit Village representatives to make all reasonable inspections and investigations of the applicant’s financial information during the process period of the Application. Applicants, as a necessary part of the Application process, shall provide to the Village or otherwise allow the Village to obtain and use all financial information. Failure to provide information may result in a denial of assistance.

Applications and information provided in requests for assistance will be treated as confidential information by the Village to the extent permitted by law. The amounts of disbursements made to applicants issued by the Village, and the applicant’s name and other information may, under certain circumstances, be required to be disclosed by the Village to auditors or to other persons as official records. The Finance Department shall maintain, and upon request of the Village Board shall submit, a brief summary of actions on requests for assistance referred to by case numbers alone and not names or other identifying information.

Applicants, upon submission of an Application, release the Village from any and all liability, waive any rights in regards to information’s provided in the Application and covenant not to sue the Village for the release of said information and from any other claim arising from this Application and the Assistance Program. Village, for this section shall mean their officers, directors, employees, agents, affiliates and representatives. Submission of an Application is an express consent and agreement to the above.
I. CALL TO ORDER

Chair Wolf called the meeting to order at 6:48 P.M.

Mr. Arteaga provided a roll call vote to take Commissioner attendance, Commissioners Wolf, Feinstein, Muno, Davidson, Haut, and Parkhill were in attendance.

II. APPROVAL OF MINUTES

Chair Wolf directed the Commission’s attention to the draft minutes of the Environmental and Energy Commission meeting of March 3, 2021.
Chair Wolf called for a motion to approve the minutes, Commissioner Muno motioned to approve the minutes, Commissioner Feinstein seconded the motion, and Mr. Arteaga called a roll call vote on the approval of the minutes. All Commissioners in attendance voted in favor of approving the minutes, and the March 3, 2021 minutes were approved as drafted.

III. CHAIR’S REPORT

Chair Wolf mentioned that she did not have many items to discuss, but rather questions for the Village staff present. Chair Wolf inquired about the Village Board’s Land Use Committee, and whether or not they were pursuing any work on updating the Village’s Tree Preservation Ordinance. Mr. Arteaga and Mr. Adler responded that the Committee will be further examining the issue, after a June 27 Land Use Committee meeting dedicated to recreational cannabis, the Committee will start to meet regarding tree preservation. Chair Wolf thanked staff for the information and mentioned that she’s looking to make the EEC be of use as needed for any other Village Boards, Commissions, or Committees.

IV. STAFF REPORT

Mr. Arteaga briefed Commissioners on the latest version of the Draft Sustainability Plan that was included in the meeting packet, mentioning that the Commission would need to meet again to take a final vote on recommending the Draft Sustainability Plan for adoption by the Village Board, due to various chapter reference lists needing to be updated or removed.

Mr. Adler updated the Commission the Village’s Comprehensive Plan, noting that a consultant has been selected to draft the Comprehensive Plan. Mr. Adler added that staff liaisons for the EEC and Chair Wolf were a part of the interview group, and that the plan will address issues that relate to sustainability and environmental matters. Mr. Adler informed Commissioners that the EEC will be involved in the planning process as needed and he will update the Commission accordingly. Commissioner Muno asked for Mr. Adler to provide additional information as to what the consultant will be required to do. Mr. Adler responded that the consultant will be crucial in helping with public outreach and addressing certain items that the Village’s previous Comprehensive Plan did not address entirely like diversity, sustainability, housing, and various neighborhood commercial districts. Commissioner Muno added that the Comprehensive Plan seems to be rather broad and that he hopes the consultants will be able to reference the EEC’s Draft Sustainability Plan as needed when it comes to sustainability issues in the Comprehensive Plan. Mr. Adler concurred saying that the consultants have been provided a copy of the most recent Draft Sustainability Plan and are aware of the framework that the EEC is working within. Chair Wolf added that as a participant on the consultant interviews, she saw how intertwined certain issues are and added that she’s confident that the Comprehensive Plan consultant will adequately address all Village needs and lean on the EEC for further information and guidance as needed.

V. SUSTAINABILITY PLAN UPDATE

Chair Wolf discussed the final updates that need to be made to the Draft Sustainability Plan, mentioning that she still needed to revise the references section in chapter five.

Mr. Arteaga added that in the chapter finalization guidelines that were emailed to Commissioners, they did mention that a few, general references would be permissible if the chapter author felt them to be relevant. Mr. Arteaga instructed Commissioners that he would email them as necessary to make any final updates to reference sections throughout the Draft Sustainability Plan. Commissioner Muno added that while working on chapters nine and ten, he left a few references listed because they were general and would be of support for the chapter in its entirety, Mr. Arteaga agreed noting that he sees the value of incorporating those references if the chapter author found them to be helpful. Commissioner Haut added that the references section of chapter nine are able to be embedded within the chapter easily as footnotes.

Chair Wolf then discussed the several portions of the Draft Sustainability Plan that were still awaiting an update. Chair Wolf suggested modifying Section 3.4.2 to reflect the emissions goals that were outlined in chapter one. Commissioner Davidson added that when he was reading through the most recent Draft Sustainability Plan, he noticed a number of common recommendations that were outlined in each chapter, Commissioner Davidson suggested removing these repeated recommendations from each chapter and instead incorporating a broad recommendations section that would be added to the beginning of the Draft Sustainability Plan. Commissioner Muno added that in the GRC2 framework, each chapter is relatively free standing in its goals, so the incorporation of repeated goals and recommendations was done to stay in line with GRC2 framework.

Chair Wolf then discussed section 2.4.3, noting that any updates made to the Village’s Tree Preservation Ordinance following review by the Village Board Land Use Committee will be incorporated into the Draft Sustainability Plan. As for section 3.4.1, Chair Wolf added that dates are in need of updating before finalizing the plan, and that these repeated general recommendations would serve as great initial tasks for any sustainability roles that the Village may have. Chair Wolf then added that she thinks the most recent version of the Draft Sustainability Plan reads in a more single tone, and that she’s pleased with the continued updates Commissioners have provided. Commissioner Feinstein inquired as to where the Draft Sustainability Plan mentions residential fire pits, noting that they had previously discussed the topic at length, including public comment. Mr. Arteaga pointed out that residential fire permits were previously mentioned in chapter one of the Draft Sustainability Plan and that its possible the item was removed following Commissioner Davidson’s updates to chapter one. Chair Wolf noted that section 1.3.2.1 does include a reference to residents effects on air pollution, so a mention of residential fire pits could be slotted into this section as appropriate. Commissioner Feinstein asked if previous language pertaining to fire pits could be used, Mr. Arteaga noted that an earlier version of the Draft Sustainability Plan did include language pertaining to residential fire pits and could be copy and pasted into the most recent version. Mr. Adler clarified that the language would need to include a review of current practices, because fire pits are a topic that would receive plenty of public feedback. Next, Chair Wolf briefed the Commission on the Village’s increased enforcement of the gas-powered leaf blower ban. Mr. Adler concurred, adding that the Village is issuing more citation this year than in years past and Village staff have already started to received positive comments regarding additional enforcement. Mr. Adler explained that enforcement procedures would be reviewed and modified as necessary at the end of the leaf blower ban
season. Commissioner Davidson revisited the issue of residential fire permits, adding that the issue would definitely require plenty of public feedback and consultation. Chair Wolf then moved to Chapter nine, noting that more information could be added to the chapter regarding the several composting programs that are available to Wilmette residents. Commissioner Muno added that WGN recently featured a story regarding composting programs offered to Chicago residents, Chair Wolf added that the services are similar to that of Collective Resource Composting, a women-owned business located in Evanston. Mr. Arteaga added that he has previously been in contact with Collective Resource Composting and would support the inclusion of further information on composting programs as part of chapter nine.

Chair Wolf then asked staff if there were any updates regarding Community Solar programs, Mr. Arteaga responded that depending on the research being conducted by the renewable energy working group, the EEC can determine how they want to approach involvement in such a program following research. Commissioner Davidson added that he has been in contact with representatives of Clearway Energy who is involved in the North Shore Collective Community Solar program, and that the program is currently struggling with low user registration.

Next, Chair Wolf discussed the Village’s public meeting policy regarding in-person and remote meetings, noting that all Village meetings would return to in-person meetings starting on Friday, June 11. Commissioner Haut inquired about the strictness of this policy, if in-person meetings are mandatory or if the decision can be made by the Chair of the Commission. Mr. Adler added that the policy is strict, and that meetings will need to be conducted in-person starting June 11, Mr. Adler also noted that once the State of Illinois disaster declaration expires, he does not believe remote meetings will be permissible under the Open Meetings Act. Chair Wolf asked about masking policies for future meetings, Mr. Adler responded that for unvaccinated individuals, masks will be required, for vaccinated individuals, masks are optional.

Next, Commissioner Davison addressed section 4.4.1-16 in the Land chapter of the Draft Sustainability Plan, adding that he thinks the current language of “neat and orderly” could be misconstrued since some native plantings are harder to keep in order compared to a traditional grass lawn. Last, Commissioner Davidson added that the purchasing and utilization of Renewable Energy Credits (REC’s) is rather complex to understand, as such, the renewable energy working group needs to conduct further research into the topic in order to determine if REC’s are truly beneficial. As it stands now, Commissioner Davison doesn’t believe that the purchasing of Renewable Energy Credits is beneficial since it doesn’t actively lead the Village of Wilmette to decrease its total emissions.

VI. PUBLIC COMMENT

Mr. Arteaga noted that no public comments had been received at publiccomment@wilmette.com and no public comments were provided through YouTube Live.
Linda Kurtz thanked the Commission for their ongoing work and informed the Commission of an upcoming Go Green Wilmette webinar regarding various composting programs available to Wilmette residents and the benefit of composting in general, Ms. Kurtz added that the webinar would include testimonials from two residents who are currently composting and a testimonial from the owner of Collective Resource Composting in Evanston. Ms. Kurtz added that the Commission should consider reviewing refuse and recycling programs and associated charges to residents, noting that the current pricing system doesn’t incentivize residents to produce less waste.

Karen Glennemeier also thanked the Commission for their ongoing work on the Draft Sustainability Plan and mentioned that she hopes the Commission will meet again soon to conduct its final vote on the plan. Ms. Glennemeier then discussed the previous conversation pertaining to Commissioner Davidson’s findings on Renewable Energy Credits (REC’s). Ms. Glennemeier added that the Commission should look to require REC’s that exceed state mandates, Commissioner Muno added that the topic will continue to be examined by the renewable energy working group, and that Commissioner Davidson’s previous comments regarding REC’s will not be ignored.

VII. ADJOURNMENT

Commissioner Muno moved to adjourn the meeting and Commissioner Parkhill seconded the motion. Mr. Arteaga provided a roll call on the motion to adjourn the meeting, all Commissioners present voted in favor of adjourning the meeting. The meeting was adjourned at 7:48 P.M.

Respectfully Submitted,
Alex Arteaga
Management Analyst, Village Manager’s Office
I. Call to Order and Roll Call

Co-Chair Jacoby called the meeting to order at 4:02 p.m.

Mr. Arteaga called roll. Committee members Canafax, Canning, Squires, Drucker, Hussey-Arntson, McDonald, Pearce, Swanson, Thomas, Yusim, Kelly, Chow, Jacoby, Wolf, and
II. Approval of May 19, 2021, Meeting Minutes

Mr. Swanson moved to approve the meeting minutes. Mr. Squires seconded the motion. All committee members present voted unanimously to approve the May 19, 2021, meeting minutes. The motion passed.

III. Discussion of Logo

Committee member Kelly discussed some of the modifications that have been made to the celebration logo at the request of Committee members, Mr. Arteaga displayed the final logo that was selected by the working group, Co-Chair Jacoby noted that the celebration now has an official logo.

IV. Reports from Working Groups

Co-Chair Canning discussed the planning of the big events working group, noting that they are aiming to host two or three large scale events as part of the celebration. Co-Chair Canning mentioned that one of these events could look like the Beach Bash that happened a couple years ago, noting that the Beach Bash cost about $25,000 when all was said and done. From initial research, an event that would include a carnival, festival rides, and entertainment could vary in price anywhere from $25,000 to $50,000. Co-Chair Jacoby mentioned that after researching other communities 150th celebrations, the working group believes it would be in the Committee’s best interest to brand smaller annual events, hosted by various organizations, under the sesquicentennial celebration and supported by the Committee, thus being able to build out the celebration calendar at a lower cost. Mr. Canning discussed how the timeline of the celebration has been impacted by having to plan around COVID and consider necessary safety precautions. Next, Mr. Canning gave an overview of a possible celebration calendar ranging from September 2021 to September 2022. Mr. Canning suggested that President Plunkett could make an introductory announcement of the celebration at the 2021 Wilmette Beach Bash which is being held in September. Proposed events included a holiday lighting event, new resident meet-up, film festival, golf outing, block party recognitions, etc. Co-Chair Canning discussed the need to contact various organizations to receive their calendars for 2021 and 2022, so the Committee can start to build out a calendar that is inclusive of all major community events. Last, Co-Chair Canning suggested a final main event, perhaps on September 10th or 17th, that would include recognition and celebration of all the events that were branded as part of the sesquicentennial celebration. The Big Events working group figured that calendar of smaller events and celebrations could culminate with the large 150th celebration in September 2022.

Committee member Pearce inquired about funding for the 2021 Beach Bash event, wondering if the Committee would need to help with funding. Committee member Oliver responded that no, the SPC does not need to worry about any funding for the 2021 Beach Bash. Committee member Kelly asked a question regarding the calendar, if the celebration would end in December 2022 or September 2022, Mr. Canning responded the celebration...
would end with the large event in September 2022. Mr. Canning added that these events can serve as an opportunity to rebuild the community after residents spent the last year and a half in isolation due to COVID. Committee Member Yusim asked for clarification regarding how events would be part of the celebration, Mr. Canning responded that the events would be held as they were prior, just advertised under the sesquicentennial umbrella. Last, Co-Chair Canning mentioned that in discussions with Glencoe, Glencoe leaders noted they wish they had included a celebration “gift” to the public, so considering some sort of public gift as part of this celebration would be ideal.

Committee member Pearce provided updates regarding public improvement projects planning as part of the celebration, including information on a possible tree planting program and a tree designation program for “landmark” trees. Mr. Pearce added that he’s been in contact with various Village staff members and will work with Finance Director Melina Molloy to plan for financial needs regarding any public improvement projects. Next, Mr. Pearce discussed the Baker Alley reconstruction project, noting that the alley will be considered as part of the Village’s CIP at meetings in October and that Business Development Coordinator Lucas Sivertsen has been meeting with business owners to see how the improved alley could better support their business. Mr. Pearce also suggested that brick pavers could be sold to residents, businesses, etc. as part of the fundraising mechanism for celebration events. Committee member Swanson suggested referring to Baker Alley as Plaza 150, thus providing it a name that can always be traced back to the sesquicentennial celebration.

Next, Committee member Wolf discussed the public art working group, she briefed the Committee on possible art contests and partnerships with other community organizations, like the Wilmette Library. Ms. Wolf added that the art working group thinks that incorporating a natural/environmental element to art programming would be smart, since Wilmette is blessed with natural beauty. Committee member Wolf then discussed the possibility of funding a mural as part of the celebration, and that the arts working group members will continue to research and contact outside parties, as necessary. Committee member Kelly added that she has a contact who is involved with the North Shore Art League and can pass on the information in case it may be of help. Committee member Drucker added that the muralist that Julie has been in contact with, Thomas Melvin, has a website where Committee members can see some examples of his previous work. Committee member McDonald added that the group Art Encounter is responsible for many murals that can be found in Evanston, she then asked if street lights around the Central Business District in Wilmette could hold banners that may be able to display art from a celebration contest, several Committee members added that the light posts are able to hoist and hang banners, but would need to be coordinated with Public Works since some poles are used for the Village’s hanging baskets and holiday decorations. Committee member Yusim added that after the downtown streetscape project, she believes banners can now be displayed at places there were unable to before.

Next, Committee member Hussey-Arntson updated the Committee on progress from the history working group, noting that they would include annual events, for example, the Village scavenger hunt as part of the sesquicentennial celebration. Ms. Hussey-Arntson then discussed a possible time capsule project, noting that the historical museum could...
contact various organizations around the community to see if they had any items to include. Another idea proposed by the history working group was a walking or trolley tour that would provide history on the oldest homes found within the Village, and a possible lecture series that pertains to various topics relating to the Village. Next, the annual vintage car show was discussed, Ms. Hussey-Arntson added that this car show could be hosted under the umbrella of the celebration. Last, the idea of historical markers was discussed, something to designate historical locations around the Village, Committee member Squires added that a historical audio tour could be created and utilized alongside historical markers. Mr. Squires noted that the working group has a list of proposed celebration ideas, Co-chair Jacoby asked Mr. Arteaga to email the celebration ideas list to all Committee members.

V. Status of Planning by Others

Committee member Pearce provided updates regarding the inter-faith group. Co-chair Jacoby added that members of the Bahai Temple will contact all houses of worship within the Village, in hopes of planning an inter-faith service that may be hosted in November of 2021 and/or November 2022.

Committee member Drucker added that she was stunned in terms of the planning calendar update, noting that planning any sort of celebration event within fall of this year will be difficult. Co-chair Canning responded that the only reason a promotional speech provided at the 2021 Beach Bash was considered is because the event is already planned and would not require much work from the Committee to prepare brief remarks to be given at the event. He added that January does not have any sort of signature event that could be used to announce the beginning of the sesquicentennial year, and that no additional planning is required for the Beach Bash, the plan would be to have President Plunkett, or another senior Village official simply announce that next year (2022) marks the sesquicentennial celebration. Committee member Kelly suggested that utilizing holiday events in late 2021 could also serve as a good launch event for the celebration. Co-chair Canning added that this discussion demonstrates the significance of having to create a calendar of events that includes calendars for all Wilmette organizations, and that once a full built-out calendar is created, finalizing dates and plans will be simpler. Co-Chair Jacoby told Committee members that this issue will work itself out as more planning is done by working groups, and if needed, at a future meeting, Committee members can take a vote on the starting and ending dates of the celebration.

Committee member Yusim and Kelly added ideas for merchandise and other vendor items are being explored and updates will be provided at future meetings. Mr. Arteaga provided information on the celebration website, adding that the website developer is requesting content for the sites about page, history page, and calendar. Mr. Arteaga said that he would provide draft language to the Committee chairs for review, once approved, the content would be added to the website and the site, wilmette150.org would then be live and accessible.

VI. Discussion of Next Meeting Date

Co-Chair Jacoby mentioned that at the next meeting, working groups are expected to
provide updates once more regarding the progress of their planning. The date and time of Wednesday, July 21st at 3pm was selected by Committee members to host the next SPC meeting.

VII. Public Comment

There was no public comment provided.

VIII. Adjournment

Committee member Swanson moved to adjourn the meeting. Committee Member Thomas seconded the motion. All Committee Members in attendance voted unanimously to adjourn the meeting. The meeting was adjourned at 5:22 p.m.

Respectfully submitted,

Alex Arteaga
Management Analyst
MEETING MINUTES
SESQUICENTENNIAL PLANNING COMMITTEE

WEDNESDAY, JULY 21, 2021
3:00 P.M.

Members Present:
Co-Chair John Jacoby
Co-Chair Nancy Canafax
Co-Chair Chris Canning
Lisa McDonald
George Pearce
Alan Swanson
Lindsay Thomas
Julie Yusim
Anne Kelly
Alice Chow
Julie Wolf

Members Absent:
Co-Chair Vern Squires
Kathy Hussey-Arntson
George Pearce
Beth Drucker

Staff Present:
Lisa Roberts, Assistant Director of Community Development
Alex Arteaga, Management Analyst

I. Call to Order and Roll Call

Co-Chair Jacoby called the meeting to order at 3:02 p.m.

Ms. Roberts called roll. Committee members Jacoby, Canafax, Canning, McDonald, Pearce, Swanson, Thomas, Yusim, Kelly, Chow, and Wolf were present.
II. Approval of June 23, 2021, Meeting Minutes

Mr. Swanson moved to approve the meeting minutes. Ms. Yusim seconded the motion. All committee members present voted unanimously to approve the June 23, 2021 meeting minutes. The motion passed.

III. Reports of Working Groups

Co-Chair Canning discussed the updated master calendar of events, noting that the Committee is pushing forward with the planning of a large celebration event to occur in September 2022. Co-Chair Canning mentioned that the celebration would most likely not include a dedicated parade, but rather the elements of a parade. The festivity would include music, games, and other elements to pull members of the public to the Village center where a large-scale celebration event and music would take place.

Co-Chair Canning added that the Committee is planning on having President Plunkett announce at the 2021 Wilmette Beach Bash that the Sesquicentennial Celebration year has started, and that members of the Committee will present at the Village of Wilmette’s appreciation event for all Village board members and Commissioners, just to note what the celebration year will look like. Co-Chair Canning then added that himself and Committee member Thomas are planning on seeing the band Hoopla, to consider if they want to schedule them for the September 2022 event. Committee member Swanson asked how firm the dates are as now, Co-Chair Canning added that the event dates are still preliminary and awaiting to be finalized.

Committee member Wolf discussed updates from the public art working group, noting that they have been in communication with a possible muralist if that project were to be advanced, the art working group has also started to plan an art contest that would be open to all ages and members of the public, with the expectation that the contest would take place in June 2022, the theme of said contest would be “Wilmette in the Natural World.” Committee member Wolf also added that her working group was considering a storefront art contest centered around the Chamber of Commerce’s Summer Sizzle event, planned for July 2022. Additionally, a summer-wide scavenger hunt and public art demonstration slated for the big celebration event in September 2022 were mentioned. Committee member Yusim added that she thinks businesses may be unwilling to decorate their storefronts as part of the Summer Sizzle event, Committee member Kelly added that previous scavenger hunts found wide success within the Village.

Committee member Kelly also added that interactive art events are an intriguing idea and would most likely pull members of other communities to visit Wilmette and suggested hosting a possible ice sculpture carving event sometime in the winter months, Committee member Thomas added that any art event could be paired with another celebration idea like a wine walk. Committee member Thomas added that the Park District will provide a list of possible celebrations and can be utilized to help facilitate other celebration events as possible. Committee member McDonald added that the Wilmette library will most likely not have anything planned for the celebration until at least January 2022, noting that they typically give themselves three months or more to plan any sort of large event.
Committee member Swanson provided the Committee with an update on celebration projects. Committee member Pearce has met with foresters from the Village and Park District regarding tree plantings along Glenview Rd, near Skokie Blvd. Committee member Swanson added that now formal plans for the entry way project need to be finalized in terms of tree locations and specific trees to be planted. Mr. Swanson added that the project may require fundraising, which he doesn’t think should be an issue since Village residents are proud of their trees.

Committee member Yusim added that Chalet Nursery may be interested in partnering on the project. Committee member Wolf asked if the Rotary Club would be interested in helping to fund this project, Mr. Swanson added that he’s been in contact with them, and full funding still needs to be determined. Mr. Swanson also noted that his working group has discussed a tree recognition program as part of the celebration, allowing for residents who have trees that are over 150 years old to be recognized. Co-Chair Jacoby asked how trees would be identified as part of the program, Mr. Swanson responded that he thinks residents typically would know if they have a historic tree that’s over 150 years old on their property.

Committee member Swanson then discussed Plaza 150, noting that the next move was to discuss plaza renovation plans with surrounding businesses. Depending on the response from businesses, the next step for this project would be to create a formal site design plan. Mr. Swanson added that costs would then be able to be determined and planning and coordination could begin. Co-Chair Jacoby added that the first step should be to speak with ComEd regarding the removal of the three utility poles located in the alley, noting that if the true cost of pole removal is $50,000 per pole, then the plan doesn’t seem feasible. Mr. Arteaga added that he can contact the Village’s staff liaison to get a cost estimate for the utility poles removals.

Co-Chair Jacoby and Committee member Swanson noted that the next steps for this potential project need to be concrete to get the project moving forward, Mr. Arteaga said he would be happy to contact ComEd, but based off a conversation he had with the Village’s ComEd rep today, it seems like the process for utility pole removals is relatively slow. Committee member McDonald asked to be reminded what Committee members visions are for this alley, Mr. Swanson added that he thinks the Village center is lacking recreational pedestrian areas, additionally, this alley could serve as a good pedestrian route to get visitors from the Metra parking lot to the Village center. Committee member Swanson noted that vehicle access to the alley would still be required, so the east side of the alley would be dedicated mainly to pedestrian space.

Committee members Kelly and Thomas provide updates from the promotional/advertising working group, Ms. Kelly added that the working group is in need of a finalized calendar of events, so that a promotional schedule and plan can be developed. Ms. Kelly also added that this calendar will help with determining marketing materials and what kinds of “swag” and other celebration materials need to be ordered and when. Committee members discussed the idea of promotional packages that businesses could buy, Committee member Kelly suggested that knowing what type of advertising a business was purchasing would
most likely lead to increased financial support. Committee member Yusim asked if a celebration Facebook page was published, Committee member Thomas answered no, instead existing organizational Facebook pages will be utilized to promote sesquicentennial events, she added that she’s been in conversation with Committee member Kelly about the process for creating promotional materials, staff noted that they have a communications contractor who could help with creating materials.

Committee member Wolf pondered if creating promotional materials for the Beach Bash would be smart, considering it’s a kick-off event for the celebration year. Committee member Kelly suggested printing the celebration logo on beach balls for the event. Committee member Thomas noted the necessity to create a budget for promotional materials and asked for Committee members to send any relevant past invoices they have for similar communications items. Co-Chair Jacoby mentioned that some Committee member should be in communication with the North Shore Record and Wilmette Living magazine.

Co-Chair Canafax discussed various historical museum events that will be branded under the sesquicentennial celebration, including a bingo night, house walk, scavenger hunt, and historical auto tour, with the possibility of incorporating it into the large celebration event. The idea of creating trail markers to document various historical places was suggested, Committee member Kelly suggested trying to create an immersive museum exhibit as part of the celebration. Co-Chair Canning noted that a component of the celebration that Commissioners should keep in mind when approaching planning is that the celebration is telling a story of where Wilmette was to what it has become today. Co-Chair Jacoby added that the museum and library has thousands of photographs that could be used to document the Village’s past.

IV. Discussion of Draft Calendar of Events

Co-Chair Canning presented Committee members with a master calendar of events that can be related to the celebration, noting that several dates still need to be finalized. Fundraising options were then discussed, including a commemorative vehicle sticker and promotional programs that could be available to businesses to purchase. Co-Chair Canning added that its important for Committee members to be in communication with one another so that all are aware of other possibly scheduled sesquicentennial events, and that the sooner calendar events are finalized, the better.

V. Discussion of Next Meeting Date

Committee members discussed planning the next meeting date, the last week of August was suggested by members, the Committee agreed to meet on Thursday, August 26 at 3:00pm.

VI. Public Comment

There was no public comment provided.
VII. Adjournment
Committee member Swanson moved to adjourn the meeting. Committee Member Yusim seconded the motion. All Committee Members in attendance voted unanimously to adjourn the meeting. The meeting was adjourned at 4:33 p.m.

Respectfully submitted,

Alex Arteaga
Management Analyst
MEETING MINUTES

TRANSPORTATION COMMISSION

TUESDAY, May 26, 2021
7:00 P.M.

Village Hall – Broadcast only (Village Hall is closed due to the Village President’s Declaration of Local Disaster and Public Health Emergency Order) ¹

Members Present: Chair Libby Braband
Commissioner Issac Gaetz
Commissioner Benjamin Schmitt
Commissioner Randall Tyner

Members Absent: Commissioner Jill Hayes
Commissioner Andrew Levy

Staff Present: Brigitte Berger-Raish, P.E., Dir of Eng and Public Works
Dan Manis, P.E., Village Engineer
Jorge Cruz, P.E., Asst. Village Engineer
Dan Smith, P.E., Project Engineer
Kyle Murphy, Police Chief

Guests Present: Sander, Walk Bike Wilmette

I. CALL TO ORDER.

Brigitte Berger-Raish called the meeting to order at 7:02 p.m. Brigitte Berger-Raish, Director of Engineering and Public Works, took the role of the Commissioners. Ms. Berger-Raish stated that Commissioner Kebede resigned earlier in the week.

¹This meeting was held remotely by the Transportation Commission over Microsoft Teams. The meeting was broadcast live at https://www.youtube.com/user/villageofwilmette/live and on Channel 6 and then published on the Village’s website. Members of the public were able to make public comment in advance of the meeting by emailing their comments to publiccomment@wilmette.com or comments could be made during the meeting through YouTube live and provided to the Commission. There was also the option to participate in the meeting via a PC, mobile device or phone.
II. APPROVAL OF MINUTES OF THE FEBRUARY 16, 2021 TRANSPORTATION COMMISSION MEETING

Chair Braband directed the Commission’s attention to the draft minutes of the Transportation Commission meeting of February 16, 2021.

Commissioner Tyner moved to approve the minutes. The motion was seconded by Commissioner Gaetz. There were no changes noted to the minutes. The motion was approved by a unanimous voice vote.

III. REVIEW AND APPROVAL OF THE ANNUAL SCHOOL CROSSING GUARD REPORT

Chief Murphy provided a summary of the 2020-2021 School Crossing Guard report prepared by the Police Department. School District 39 had a schedule change which resulted in an increase of hours allocated to crossing guards. A vacancy for a substitute crossing guard has been posted for some time, and Police personnel were utilized to fill in for crossing guards on a number of occasions. Chief Murphy stated this isn’t ideal, as those officers are taken away from other duties when a crossing guard is unable to work that day. Chief Murphy also summarized possible future adjustments to specific locations including the intersections of Lake and Ridge and Ridge and Wilmette. Harper Elementary would also be monitored for traffic and pedestrian flow with the upcoming Neighborhood Storage Project construction. The report recommended to maintain the existing school crossing guard allocation for the 2020-2021 school year.

Commissioner Tyner inquired regarding the process for filling the crossing guard position, and Chief Murphy stated that the current crossing guards are older in age and typically the position is challenging to fill. Crossing guards have been moved from part-time to full-time to accommodate needs of the various guards employed at the time.

Commissioner Gaetz asked about emails in the supplemental materials. Ms. Berger-Raish summarized three locations which were requested by residents. Ms. Berger-Raish stated that Hibbard Road and Illinois Road is not currently considered a school walking route, however Avoca District 37 received a Safe Routes to School grant, and the plan would be presented to the Commission in the future. The intersection is also an all way stop, and the age of the school children at this location is older than what would typically be considered under the Village’s policy. Ms. Berger-Raish summarized the request for crossing guards at the Edens Expressway on-ramp and off-ramp on Lake Avenue, which would also be studied as part of the Avoca District 37 plan as well as the Master Bike and Active Transportation Plan. Glenview Road and Locust Road was also requested for study, and Ms. Berger-Raish stated that Locust Road is not considered a school walking route, but the intersection of Glenview Road and Locust Road will be studied as part of the Master Bike and Active Transportation Plan.

Ms. Berger-Raish also stated that Staff will respond to a letter received prior to the
Chair Braband asked for a motion to approve the Annual School Crossing Guard Report. Commissioner Gaetz moved to approve the report. The motion was seconded by Commissioner Tyner. The motion was approved by a unanimous voice vote.

IV. PUBLIC COMMENT

There was no additional public comment.

V. OLD BUSINESS

Mr. Manis provided an update on the balloting for the Elmwood Avenue traffic calming. Staff would prepare an additional letter to poll the remaining homes which have not provided a response.

Mr. Manis stated that Staff is working on a request for proposals for implementation of the Master Bike and Active Transportation Plan.

Greenleaf Avenue pavement striping would be scheduled for review by the Commission at a future date, prior to implementation.

VI. NEW BUSINESS

Commissioner Schmitt and Commissioner Gaetz inquired regarding the letter received from Walk Bike Wilmette, and Ms. Berger-Raish stated that a sidewalk policy review would be completed by the Municipal Services Committee, and afterwards the Village Board due to the amount of potential policy change. Additional discussion ensued regarding possible changes to the sidewalk policy.

Mr. Manis also clarified a question from Commissioner Gaetz regarding the traffic calming survey for Elmwood Avenue and stated that a no response would be considered not in favor of the traffic calming improvements.

VII. ADJOURNMENT

Commissioner Tyner moved to adjourn the meeting. The motion was seconded by Commissioner Schmitt and approved by unanimous voice vote. The motion carried. No further discussion occurred on the motion.

The meeting was thereafter adjourned at 7:30 p.m.

Minutes Respectfully Prepared by Dan Smith, P.E.
Meeting Date: September 28, 2021

To: President Plunkett and Village Board of Trustees

From: Michael Braiman, Village Manager

Subject: Quarterly Report on Board & Commission Membership- 3rd Quarter

Each quarter the staff will present to the Village Board a membership summary of the Village’s 13 boards and commissions. The report includes information on:

- Current board and commission membership and vacancies (pages 1 and 2)
- Upcoming board and commission vacancies (page 2)
- Detailed report on each board and commission and its membership (pages 3 – 9)

Current Vacancies
The table below provides a summary of board and commission vacancies as of the date of this report:

<table>
<thead>
<tr>
<th>Board/Commission</th>
<th>Number of Members</th>
<th>Current Membership</th>
<th>Number of Vacancies / Members Still Serving</th>
<th>TBQs on file (2019-Present)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Appearance Review</td>
<td>7</td>
<td>7</td>
<td>-</td>
<td>8</td>
</tr>
<tr>
<td>Building Code Bd. Appeals</td>
<td>5</td>
<td>4</td>
<td>1</td>
<td>11</td>
</tr>
<tr>
<td>Electrical Commission</td>
<td>5</td>
<td>3</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>Environmental &amp; Energy</td>
<td>9</td>
<td>8</td>
<td>2 / 1</td>
<td>16</td>
</tr>
<tr>
<td>Board of Fire &amp; Police</td>
<td>3</td>
<td>3</td>
<td>-</td>
<td>10</td>
</tr>
<tr>
<td>Historic Preservation</td>
<td>7</td>
<td>7</td>
<td>-</td>
<td>8</td>
</tr>
<tr>
<td>Housing</td>
<td>7</td>
<td>7</td>
<td>-</td>
<td>38</td>
</tr>
<tr>
<td>Human Relations</td>
<td>9</td>
<td>9</td>
<td>1 / 1</td>
<td>43</td>
</tr>
<tr>
<td>Plan Commission</td>
<td>7</td>
<td>7</td>
<td>-</td>
<td>15</td>
</tr>
<tr>
<td>Fire Pension Board</td>
<td>2</td>
<td>2</td>
<td>-</td>
<td>7</td>
</tr>
<tr>
<td>Police Pension Board</td>
<td>2</td>
<td>2</td>
<td>-</td>
<td>7</td>
</tr>
<tr>
<td>Transportation</td>
<td>7</td>
<td>7</td>
<td>-</td>
<td>13</td>
</tr>
<tr>
<td>Zoning Board</td>
<td>7</td>
<td>7</td>
<td>-</td>
<td>17</td>
</tr>
<tr>
<td><strong>Totals</strong></td>
<td><strong>77</strong></td>
<td><strong>73</strong></td>
<td><strong>6 / 2</strong></td>
<td><strong>195</strong></td>
</tr>
</tbody>
</table>

*Members on certain boards/commissions are permitted by Village Code to continue serving upon the expiration of their term until a replacement is approved by the Village Board; when this occurs, it is shown as a vacancy in the above table while the current membership column includes those members continuing to serve.
The table below provides additional detail pertaining to current board and commission vacancies:

<table>
<thead>
<tr>
<th>Board / Commission</th>
<th>Member Name</th>
<th>Date of Vacancy</th>
<th>Reason for Vacancy</th>
<th>Is the member continuing to serve until a replacement is appointed?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Environmental &amp; Energy</td>
<td>Michael Kim</td>
<td>10/22/2020</td>
<td>Expiration</td>
<td>No</td>
</tr>
<tr>
<td>Environmental &amp; Energy</td>
<td>Arthur Haut</td>
<td>10/08/2019</td>
<td>Expiration</td>
<td>Yes</td>
</tr>
<tr>
<td>Electrical Commission</td>
<td>Bob May</td>
<td>05/08/2018</td>
<td>Deceased</td>
<td>No</td>
</tr>
<tr>
<td>Electrical Commission</td>
<td>Tom McDaniel</td>
<td>03/24/2018</td>
<td>Deceased</td>
<td>No</td>
</tr>
<tr>
<td>Human Relations</td>
<td>Gerry Smith</td>
<td>09/01/2018</td>
<td>Expiration</td>
<td>Yes</td>
</tr>
<tr>
<td>Building Code Appeals</td>
<td>Paul James</td>
<td>09/30/2021</td>
<td>Resignation-Moving</td>
<td>No</td>
</tr>
</tbody>
</table>

Upcoming Vacancies
The following vacancies are anticipated this quarter and next quarter.

<table>
<thead>
<tr>
<th>Board / Commission</th>
<th>Member Name</th>
<th>Date of Vacancy</th>
<th>Eligible for reappointment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Building Code Appeals</td>
<td>Paul James</td>
<td>09/30/2021</td>
<td>No</td>
</tr>
<tr>
<td>Environmental &amp; Energy</td>
<td>April Cesaretti</td>
<td>11/13/2021*</td>
<td>Yes</td>
</tr>
</tbody>
</table>

*Recommendation of reappointment to go on the October 12, 2021 agenda, approval scheduled for October 26, 2021.

For the upcoming vacancies where a member is not eligible for reappointment, the following identifies the preferred experience per the Village Code:

- Building/construction background
Current Board and Commission Membership Details
The following provides additional detail regarding the membership of each Village board or commission. Members identified with an asterisk are the designated chair.

### Appearance Review Commission
5 year terms, 2 terms maximum

<table>
<thead>
<tr>
<th>Member</th>
<th>Appointment Date</th>
<th>Reappointment Date</th>
<th>Term Expiration</th>
<th>Eligible for Reappointment</th>
<th>Background/ Experience</th>
</tr>
</thead>
<tbody>
<tr>
<td>Nada Andric</td>
<td>02/28/2017</td>
<td>N/A</td>
<td>02/28/2022</td>
<td>Yes</td>
<td>Interior Designer</td>
</tr>
<tr>
<td>Richard Brill</td>
<td>05/08/2018</td>
<td>N/A</td>
<td>05/08/2023</td>
<td>Yes</td>
<td>Public Relations</td>
</tr>
<tr>
<td>Devan Castellano</td>
<td>11/13/2018</td>
<td>N/A</td>
<td>11/13/2023</td>
<td>Yes</td>
<td>Architect</td>
</tr>
<tr>
<td>Doug Johnson</td>
<td>04/09/2019</td>
<td>N/A</td>
<td>04/09/2024</td>
<td>Yes</td>
<td>Corporate Attorney</td>
</tr>
<tr>
<td>Mason Miller</td>
<td>02/12/2013</td>
<td>02/12/2018</td>
<td>02/12/2023</td>
<td>No</td>
<td>Architect</td>
</tr>
<tr>
<td>Jeffrey Saad</td>
<td>11/13/2018</td>
<td>N/A</td>
<td>11/13/2023</td>
<td>Yes</td>
<td>Architect</td>
</tr>
<tr>
<td>Charles Smith*</td>
<td>03/13/2018</td>
<td>N/A</td>
<td>03/13/2023</td>
<td>Yes</td>
<td>Architect</td>
</tr>
</tbody>
</table>

The Village Code identifies the following as desired (but not required) qualifications to serve on the Appearance Review Commission: architecture, landscape architecture, graphic design, interior design, urban planning, real estate development and transactions, construction, and engineering.

### Building Code Board of Appeals
5 year terms, No term limits

<table>
<thead>
<tr>
<th>Member</th>
<th>Appointment Date</th>
<th>Reappointment Date</th>
<th>Term Expiration</th>
<th>Eligible for Reappointment</th>
<th>Background/ Experience</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phillip Liederbach*</td>
<td>10/1997</td>
<td>03/2017</td>
<td>03/2022</td>
<td>Yes</td>
<td>Architect</td>
</tr>
<tr>
<td>Kent Nusekabel</td>
<td>09/2000</td>
<td>03/2020</td>
<td>03/2025</td>
<td>Yes</td>
<td>Structural engineer</td>
</tr>
<tr>
<td>George Vandervoot</td>
<td>07/2007</td>
<td>07/2017</td>
<td>07/2022</td>
<td>Yes</td>
<td>Mechanical engineer</td>
</tr>
<tr>
<td>Michael Venechuk</td>
<td>03/1992</td>
<td>03/2017</td>
<td>03/2022</td>
<td>Yes</td>
<td>Architect</td>
</tr>
<tr>
<td>Vacant</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Builder</td>
</tr>
</tbody>
</table>

The Village Code identifies the following as required qualifications to serve on the Building Code Board of Appeals: one structural engineer, one civil engineer, two architects, builder.
### Electrical Commission

**4 year terms, No term limits**

<table>
<thead>
<tr>
<th>Member</th>
<th>Appointment Date</th>
<th>Reappointment Date</th>
<th>Term Expiration</th>
<th>Eligible for Reappointment</th>
<th>Background/Experience</th>
</tr>
</thead>
<tbody>
<tr>
<td>Carlo Cavallaro</td>
<td>08/2015</td>
<td>08/2019</td>
<td>08/2023</td>
<td>Yes</td>
<td>ComEd</td>
</tr>
<tr>
<td>Joseph Drelicharz</td>
<td>07/1992</td>
<td>07/2020</td>
<td>07/2024</td>
<td>Yes</td>
<td>Journeyman electrician</td>
</tr>
<tr>
<td>Brian Lambel</td>
<td>05/2021</td>
<td>05/2025</td>
<td>05/2025</td>
<td>Yes</td>
<td>Fire Chief</td>
</tr>
<tr>
<td>Vacant</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>P.E.</td>
</tr>
<tr>
<td>Vacant</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Electrical contractor</td>
</tr>
</tbody>
</table>

The Village Code identifies the following as **required** qualifications to serve on the Electrical Commission: one electrical contractor, one journeyman electrician, Fire Chief, one representative of an electric supply company, one professional engineer (P.E.).

### Environmental and Energy Commission

**3 year terms, 2 terms maximum**

<table>
<thead>
<tr>
<th>Member</th>
<th>Appointment Date</th>
<th>Reappointment Date</th>
<th>Term Expiration</th>
<th>Eligible for Reappointment</th>
<th>Background/Experience</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amanda Ault</td>
<td>5/10/2016</td>
<td>5/10/2019</td>
<td>5/10/2022</td>
<td>No</td>
<td>Geosciences, IT-GIS</td>
</tr>
<tr>
<td>April Cesaretti</td>
<td>11/13/2018</td>
<td>N/A</td>
<td>11/13/2021</td>
<td>Yes</td>
<td>Environmental Regulatory Affairs</td>
</tr>
<tr>
<td>Bruce Davidson</td>
<td>02/09/2021</td>
<td>N/A</td>
<td>02/09/2024</td>
<td>Yes</td>
<td>Illinois Master Naturalist</td>
</tr>
<tr>
<td>Joel Feinstein</td>
<td>06/11/2019</td>
<td>N/A</td>
<td>06/11/2022</td>
<td>Yes</td>
<td>Engineer</td>
</tr>
<tr>
<td>Arthur Haut</td>
<td>10/08/2013</td>
<td>10/8/2016</td>
<td>10/08/2019</td>
<td>No</td>
<td>MD</td>
</tr>
<tr>
<td>William Muno</td>
<td>05/08/2018</td>
<td>05/08/2021</td>
<td>05/08/2024</td>
<td>Yes</td>
<td>Engineer, 31 Years USEPA Experience</td>
</tr>
<tr>
<td>Kenneth Parkhill</td>
<td>04/09/2019</td>
<td>N/A</td>
<td>04/09/2022</td>
<td>Yes</td>
<td>Civil engineering, PhD Commercial analytics</td>
</tr>
<tr>
<td>Julie Wolf*</td>
<td>05/28/2019</td>
<td>N/A</td>
<td>05/28/2022</td>
<td>Yes</td>
<td>Landscape Architecture - Past VB and ARC member</td>
</tr>
<tr>
<td>Vacant</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The Village Code identifies the following as **desired (but not required)** qualifications to serve on the Environmental and Energy Commission: environmental matters, energy conservation, education, transportation, pollution control, engineering, cycling, science and public health.
<table>
<thead>
<tr>
<th>Member</th>
<th>Appointment Date</th>
<th>Reappointment Date</th>
<th>Term Expiration</th>
<th>Eligible for Reappointment</th>
<th>Background/Experience</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pamela Davidson</td>
<td>07/14/2015</td>
<td>07/14/2021</td>
<td>07/14/2024</td>
<td>Yes</td>
<td>Law</td>
</tr>
<tr>
<td>Todd Ehlman</td>
<td>05/27/2014</td>
<td>05/27/2020</td>
<td>05/27/2023</td>
<td>No</td>
<td>Law/Finance</td>
</tr>
<tr>
<td>Cameron Krueger</td>
<td>07/25/2017</td>
<td>07/25/2020</td>
<td>07/25/2023</td>
<td>Yes</td>
<td>Finance/Economics/Gov’t</td>
</tr>
</tbody>
</table>

The Village Code identifies the following as desired (but not required) qualifications to serve on the Board of Fire and Police Commissioners: human resources, diversity and inclusion practices, public safety, law.

<table>
<thead>
<tr>
<th>Member</th>
<th>Appointment Date</th>
<th>Reappointment Date</th>
<th>Term Expiration</th>
<th>Eligible for Reappointment</th>
<th>Background/Experience</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chris Canning</td>
<td>05/2006</td>
<td>05/2021</td>
<td>05/2024</td>
<td>Yes</td>
<td>Law/Gov’t</td>
</tr>
<tr>
<td>Melinda Molloy</td>
<td>05/2015</td>
<td>05/2021</td>
<td>05/2024</td>
<td>Yes</td>
<td>Finance</td>
</tr>
</tbody>
</table>

Other 3 members elected by members of the pension fund

The Village Code identifies the following as desired (but not required) qualifications to serve on the Fire Pension Board: human resources, investments.

<table>
<thead>
<tr>
<th>Member</th>
<th>Appointment Date</th>
<th>Reappointment Date</th>
<th>Term Expiration</th>
<th>Eligible for Reappointment</th>
<th>Background/Experience</th>
</tr>
</thead>
<tbody>
<tr>
<td>Carmen Corbett</td>
<td>05/08/2018</td>
<td>N/A</td>
<td>05/08/2022</td>
<td>Yes</td>
<td>Real estate</td>
</tr>
<tr>
<td>Richard Daspit Jr</td>
<td>09/11/2018</td>
<td>N/A</td>
<td>09/11/2022</td>
<td>Yes</td>
<td>Architecture</td>
</tr>
<tr>
<td>Robert Fogarty</td>
<td>06/25/2019</td>
<td>N/A</td>
<td>06/25/2023</td>
<td>Yes</td>
<td>Finance</td>
</tr>
<tr>
<td>Christine Harmon</td>
<td>02/28/2018</td>
<td>N/A</td>
<td>02/27/2022</td>
<td>Yes</td>
<td>PR/Mental Health</td>
</tr>
<tr>
<td>Tanvi Parikh</td>
<td>04/09/2019</td>
<td>N/A</td>
<td>04/09/2023</td>
<td>Yes</td>
<td>Planning/Architecture</td>
</tr>
</tbody>
</table>

The Village Code identifies the following as desired (but not required) qualifications to serve on the Zoning Board of Appeals: historic preservation, architecture, history, landscape architecture, urban planning.
<table>
<thead>
<tr>
<th>Member</th>
<th>Appointment Date</th>
<th>Reappointment Date</th>
<th>Term Expiration</th>
<th>Eligible for Reappointment</th>
<th>Background/Experience</th>
</tr>
</thead>
<tbody>
<tr>
<td>Earl Chase</td>
<td>01/26/2021</td>
<td>N/A</td>
<td>01/26/2024</td>
<td>Yes</td>
<td>Affordable housing/finance</td>
</tr>
<tr>
<td>Jeff Head*</td>
<td>01/26/2021</td>
<td>N/A</td>
<td>01/26/2025</td>
<td>Yes</td>
<td>Affordable housing/real estate/urban planning</td>
</tr>
<tr>
<td>Caroline Goldstein</td>
<td>01/26/2021</td>
<td>N/A</td>
<td>01/26/2024</td>
<td>Yes</td>
<td>Affordable housing/finance/urban planning</td>
</tr>
<tr>
<td>Lisa Williams</td>
<td>01/26/2021</td>
<td>N/A</td>
<td>01/26/2024</td>
<td>Yes</td>
<td>Affordable housing/gov’t/accessibility</td>
</tr>
<tr>
<td>Lorelei McClure</td>
<td>01/26/2021</td>
<td>N/A</td>
<td>01/26/2023</td>
<td>Yes</td>
<td>Affordable housing/unity of human race</td>
</tr>
<tr>
<td>Elissa Morgante</td>
<td>01/26/2021</td>
<td>N/A</td>
<td>01/26/2023</td>
<td>Yes</td>
<td>Architecture/Philanthropy</td>
</tr>
<tr>
<td>Ryan Shannahan</td>
<td>01/26/2021</td>
<td>N/A</td>
<td>01/26/2023</td>
<td>Yes</td>
<td>Real estate/Development</td>
</tr>
</tbody>
</table>

The Village Code identifies the following as desired (but not required) qualifications to serve on the Housing Commission: affordable housing, real estate, development/construction, financing, the law, urban planning.
<table>
<thead>
<tr>
<th>Member</th>
<th>Appointment Date</th>
<th>Reappointment Date</th>
<th>Term Expiration</th>
<th>Eligible for Reappointment</th>
<th>Background/Experience</th>
</tr>
</thead>
<tbody>
<tr>
<td>Neela Chandraraj</td>
<td>04/27/2021</td>
<td>N/A</td>
<td>07/27/2022</td>
<td>No</td>
<td>Student</td>
</tr>
<tr>
<td>Ann Dronen</td>
<td>02/09/2021</td>
<td>N/A</td>
<td>02/09/2023</td>
<td>Yes</td>
<td>Persons w/ disabilities advocate</td>
</tr>
<tr>
<td>Van Gilmer</td>
<td>02/09/2021</td>
<td>N/A</td>
<td>02/09/2023</td>
<td>Yes</td>
<td>Music Director/ Racial justice advocacy</td>
</tr>
<tr>
<td>Eric Hellige</td>
<td>02/09/2021</td>
<td>N/A</td>
<td>02/09/2023</td>
<td>Yes</td>
<td>Higher Education/ LGBT+ advocate</td>
</tr>
<tr>
<td>Chloe Molins</td>
<td>04/27/2021</td>
<td>N/A</td>
<td>04/27/2022</td>
<td>No</td>
<td>Student</td>
</tr>
<tr>
<td>Swathi Mothkur</td>
<td>02/09/2021</td>
<td>N/A</td>
<td>02/09/2024</td>
<td>Yes</td>
<td>Physician/domestic violence support</td>
</tr>
<tr>
<td>Malaika Myers</td>
<td>02/09/2021</td>
<td>N/A</td>
<td>02/09/2024</td>
<td>Yes</td>
<td>Human resources/ Diversity, equity &amp; inclusion</td>
</tr>
<tr>
<td>Gerry Smith*</td>
<td>09/01/2012</td>
<td>09/01/2015</td>
<td>09/01/2018</td>
<td>No</td>
<td>Equity &amp; inclusion</td>
</tr>
<tr>
<td>Mark Teasdale</td>
<td>02/09/2021</td>
<td>N/A</td>
<td>02/09/2024</td>
<td>Yes</td>
<td>Theology professor</td>
</tr>
</tbody>
</table>

The Village Code identifies the following as desired (but not required) qualifications to serve on the Human Relations Commission: The Village President may give preference to candidates that will foster a Commission consisting of a diverse mix of residents encompassing different races, ethnicities, religions, genders, sexual orientation, ages, and socio-economic differences. Preference may be given to residents who are experienced or trained in promoting diversity and cultural understanding, experienced or trained in youth-oriented services, and experienced or trained in promoting Veterans affairs.
### Plan Commission
4 year terms, 2 terms maximum

<table>
<thead>
<tr>
<th>Member</th>
<th>Appointment Date</th>
<th>Reappointment Date</th>
<th>Term Expiration</th>
<th>Eligible for Reappointment</th>
<th>Background/Experience</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rahul Bhangare</td>
<td>09/14/2021</td>
<td>N/A</td>
<td>09/14/2025</td>
<td>Yes</td>
<td>Real Estate / Development</td>
</tr>
<tr>
<td>William Bradford*</td>
<td>05/08/2018</td>
<td>N/A</td>
<td>05/08/2022</td>
<td>Yes</td>
<td>Architect - Past ZBA &amp; ARC Chair</td>
</tr>
<tr>
<td>Mariah DiGrino</td>
<td>10/09/2019</td>
<td>N/A</td>
<td>10/09/2023</td>
<td>Yes</td>
<td>Land Use Attorney</td>
</tr>
<tr>
<td>Alan George</td>
<td>03/09/2021</td>
<td>N/A</td>
<td>03/09/2025</td>
<td>Yes</td>
<td>Real Estate / Development</td>
</tr>
<tr>
<td>Homa Ghaemi</td>
<td>03/14/2017</td>
<td>03/14/2021</td>
<td>03/14/2025</td>
<td>No</td>
<td>Structural Engineer - Past HPC member</td>
</tr>
<tr>
<td>Michael Taylor</td>
<td>06/13/2017</td>
<td>06/13/2021</td>
<td>06/13/2025</td>
<td>Yes</td>
<td>Management Consultant</td>
</tr>
<tr>
<td>Martin Wolf</td>
<td>04/27/2021</td>
<td>N/A</td>
<td>04/27/2025</td>
<td>Yes</td>
<td>Architect</td>
</tr>
</tbody>
</table>

The Village Code identifies the following as desired (but not required) qualifications to serve on the Zoning Board of Appeals: architecture, real estate, law, finance, landscape architecture, urban planning, development, construction, housing.

### Police Pension Board of Trustees
2 year terms, No term limits

<table>
<thead>
<tr>
<th>Member</th>
<th>Appointment Date</th>
<th>Reappointment Date</th>
<th>Term Expiration</th>
<th>Eligible for Reappointment</th>
<th>Background/Experience</th>
</tr>
</thead>
<tbody>
<tr>
<td>David Farina</td>
<td>04/2008</td>
<td>04/2020</td>
<td>04/2022</td>
<td>Yes</td>
<td>Finance</td>
</tr>
<tr>
<td>Jeffrey Kinzel</td>
<td>06/2008</td>
<td>05/2021</td>
<td>05/2023</td>
<td>Yes</td>
<td>Finance</td>
</tr>
</tbody>
</table>

Other 3 members elected by members of the pension fund

The Village Code identifies the following as desired (but not required) qualifications to serve on the Police Pension Board: human resources, investments.
## Transportation Commission

4 year terms, 2 terms maximum

<table>
<thead>
<tr>
<th>Member</th>
<th>Appointment Date</th>
<th>Reappointment Date</th>
<th>Term Expiration</th>
<th>Eligible for Reappointment</th>
<th>Background/Experience</th>
</tr>
</thead>
<tbody>
<tr>
<td>Libby Braband*</td>
<td>10/14/2014</td>
<td>10/14/2018</td>
<td>10/14/2022</td>
<td>No</td>
<td>Consulting Civil Engineer</td>
</tr>
<tr>
<td>Isaac Gaetz</td>
<td>06/23/2015</td>
<td>06/23/2019</td>
<td>06/23/2023</td>
<td>No</td>
<td>Structural Engineer</td>
</tr>
<tr>
<td>Matthew Ginsberg</td>
<td>08/24/2021</td>
<td>N/A</td>
<td>08/24/2025</td>
<td>Yes</td>
<td>Finance/Gov’t Affairs</td>
</tr>
<tr>
<td>Jill Hayes</td>
<td>10/27/2015</td>
<td>10/27/2019</td>
<td>10/27/2023</td>
<td>No</td>
<td>Consulting Civil Engineer</td>
</tr>
<tr>
<td>Andrew Levy</td>
<td>06/11/2019</td>
<td>N/A</td>
<td>06/11/2023</td>
<td>Yes</td>
<td>Commercial Executive</td>
</tr>
<tr>
<td>Benjamin Schmitt</td>
<td>05/08/2018</td>
<td>N/A</td>
<td>05/08/2022</td>
<td>Yes</td>
<td>Finance and Accounting</td>
</tr>
<tr>
<td>Randall Tyner</td>
<td>04/23/2019</td>
<td>N/A</td>
<td>04/23/2023</td>
<td>Yes</td>
<td>Attorney</td>
</tr>
</tbody>
</table>

The Village Code identifies the following as desired (but not required) qualifications to serve on the Transportation Commission: transportation related industries, civil engineering, site plan development, creation of traffic and parking studies, public transportation systems, creation of bike and pedestrian studies.

## Zoning Board of Appeals

5 year terms, 2 terms maximum

<table>
<thead>
<tr>
<th>Member</th>
<th>Appointment Date</th>
<th>Reappointment Date</th>
<th>Term Expiration</th>
<th>Eligible for Reappointment</th>
<th>Background/Experience</th>
</tr>
</thead>
<tbody>
<tr>
<td>Brad Falkof</td>
<td>03/10/2020</td>
<td>N/A</td>
<td>03/10/2025</td>
<td>Yes</td>
<td>Attorney</td>
</tr>
<tr>
<td>Didier Glatard</td>
<td>11/24/2020</td>
<td>N/A</td>
<td>11/24/2025</td>
<td>Yes</td>
<td>Architect</td>
</tr>
<tr>
<td>Christine Norrick</td>
<td>04/10/2018</td>
<td>N/A</td>
<td>04/10/2023</td>
<td>Yes</td>
<td>Urban Planning</td>
</tr>
<tr>
<td>Ryyrie Pellaton</td>
<td>06/11/2019</td>
<td>N/A</td>
<td>06/11/2024</td>
<td>Yes</td>
<td>Construction</td>
</tr>
<tr>
<td>Reinhard Schneider*</td>
<td>07/08/2014</td>
<td>07/08/2019</td>
<td>07/08/2024</td>
<td>No</td>
<td>Finance/Real Estate</td>
</tr>
<tr>
<td>Maria Choca Urban</td>
<td>08/02/2019</td>
<td>N/A</td>
<td>08/02/2024</td>
<td>Yes</td>
<td>Public Policy</td>
</tr>
</tbody>
</table>

The Village Code identifies the following as desired (but not required) qualifications to serve on the Zoning Board of Appeals: architecture, real estate, law, finance, urban planning, construction and development.
REQUEST FOR BOARD ACTION

AGENDA ITEM: 3.18

Community Development Department

SUBJECT: Chicago North Shore Convention and Visitor’s Bureau Membership

MEETING DATE: September 28, 2021

FROM: Lucas Sivertsen, Business Development Coordinator

BUDGET IMPACT: Available Budget: $ 790
Contract Amount: $20,948
Available Budget: ($20,158)

Recommended Motion

Move to approve Resolution 2021-R-46 authorizing the Village Manager to enter into an agreement joining the Chicago North Shore Convention and Visitor’s Bureau for a period of three years

Background

The Administration Committee first met on July 28, 2021 to consider participation in the Chicago North Shore Convention and Visitor’s Bureau (CNSCVB). At that meeting the CNSCVB Executive Director made a presentation and the Wilmette/Kenilworth Chamber of Commerce Executive Director provided comment.

The Administration Committee met a second time on September 1, 2021 to continue the discussion on participation. Based on these discussions, the Administration Committee recommends becoming a member of the CNSCVB.

Discussion

The CNSCVB is one of 38 local convention and visitor bureaus certified by the Illinois Department of Commerce and Economic Opportunity’s Office of Tourism. There are currently nine member communities on Chicago’s North Shore including: Evanston, Skokie, Glenview, Northfield, Winnetka, Glencoe, Northbrook, Prospect Heights, and Wheeling. The goal of the CNSCVB is to highlight the region including hotels, restaurants, and retail businesses.

The Village of Wilmette was a founding member of the bureau in 2002. At that time the bureau was focused heavily on hotels and large venue for tour groups, of which the Village did not have any. The Board decided to not continue its membership in the bureau after seeing a lack

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of benefit for the cost and instead chose to focus promotions dollars on local marketing which the bureau was not providing.

The CNSCVB and the Village of Wilmette have changed dramatically since that time. The bureau has added many marketing programs to attract local customers to its member community events and businesses. In addition, the Village of Wilmette has a hotel which would benefit from the work the bureau does to attract tour groups to our area. The Wilmette/Kenilworth Chamber of Commerce sees many benefits of the Village’s membership in the CNSCVB given their expanded marketing capacity and reach. The chamber board is in strong support of the Village’s membership in the CNSCVB as long as it does not negatively impact the current local marketing budget.

The CNSCVB provides a variety of services that would expand the Village’s exposure in the region, these services include:

- Advertising – Enhanced advertising in regional publications
- Social Media – Expansion of social media presence including business promotions
- Hotel Promotion – Marketing of regional hotels for individual, business, and group travelers
- Graphic Design – Provide market advertising in print and digital formats
- Partnerships – Partner with Northwestern, the Big Ten, and State of Illinois on promotions
- E-Newsletters – Send out newsletter to provide updates to partners and subscribers
- Networking and Educational Events – Rotating discussions and meet-ups
- Public Relations – Provide press releases, hold media events, handle media inquiries, and engage with social media to build exposure
- Photography and Videography – Provide updated imagery to help highlight communities

**Budget Impact**

The CNSCVB will be allocated to the below account in the General Fund. The membership will put the account over budget by $20,158 due to the addition of this membership. Future budget requests will reflect the addition of this membership, which has a maximum 4% annual escalator.

<table>
<thead>
<tr>
<th>Description</th>
<th>2021 Budget</th>
<th>2021 YTD Balance</th>
<th>Contract Amount</th>
<th>Account Balance</th>
<th>Account Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Fund – Business Development</td>
<td>$1,425</td>
<td>$635</td>
<td>$20,948</td>
<td>($20,158)</td>
<td>11091846-420010</td>
</tr>
</tbody>
</table>

**Attachments**

1. Resolution #2021-R-46 – Chicago North Shore Convention and Visitors Bureau (Agreement attached as Exhibit A)
2. July 28, 2021 Administration Committee Item on CNSCVB membership
3. September 1, 2021 Administration Committee Item on CNSCVB membership
RESOLUTION NO. 2021-R-46

A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF WILMETTE AND THE CHICAGO’S NORTH SHORE CONVENTION AND VISITORS BUREAU

WHEREAS, the Village of Wilmette, Illinois (the “Village”) is a home rule municipal corporation as provided in Article VII, Section 6 of the 1970 Constitution of the State of Illinois and, pursuant to said constitutional authority, may exercise any power and perform any function pertaining to its government and affairs for the protection of the public health, safety, morals and welfare; and

WHEREAS, the Village Board finds that it is necessary, convenient and in the best interests of the residents of the Village to enter into an Agreement between the Village of Wilmette and the Chicago’s North Shore Convention and Visitors Bureau; a copy of which is attached hereto as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Wilmette as follows:

SECTION 1: The above recitals are incorporated into this section one as if fully set forth.

SECTION 2: The Agreement between the Village of Wilmette and the Chicago’s North Shore Convention and Visitors Bureau attached as Exhibit A is hereby approved.

SECTION 3: The Village Manager is authorized to execute the agreement. Prior to executing the agreement, the Village Manager is authorized to make changes to the form of the agreement in his discretion.

SECTION 4: The Village Manager is authorized to take any action necessary to carry out the purpose of this Resolution and this Resolution shall be in full force and effect from and after its passage. The Village Manager is also expressly given the authority to terminate this Agreement
in the manner provided for in Exhibit A.

SECTION 5: This Resolution shall be in full force and effect from and after its passage.

ADOPTED on September 28, 2021, pursuant to the following roll call vote:

AYES: None.

NAYS: None.

ABSTAIN: None.

ABSENT: None.

____________________________________
Village Clerk

Approved on September 28, 2021.

____________________________________
Village President

Attest:

____________________________________
Village Clerk
EXHIBIT A

AGREEMENT BETWEEN THE VILLAGE OF WILMETTE AND THE CHICAGO’S NORTH SHORE CONVENTION AND VISITORS BUREAU
Village of Wilmette

1200 Wilmette Ave
Wilmette, IL 60091

Contract No. XXXX

For:

Membership to the Chicago's North Shore Convention and Visitors Bureau

With:

Chicago's North Shore Convention and Visitors Bureau.

Note: This cover sheet is an integral part of the contract documents, as are all of the following documents, and are a part of this contract as executed between the Village of Wilmette and Chicago's North Shore Convention and Visitors Bureau. Do not detach any portion of this document. Invalidation could result.
1. The intent of the Agreement ("Agreement" or "Contract") is to provide and outline the membership of the Village of Wilmette ("Village") to the Chicago's North Shore Convention and Visitors Bureau ("Bureau") as well as provide the obligations and responsibilities of each party.

2. This Agreement shall consist of (i) the text of this Agreement consisting of six (6) pages; and (ii) the Certificate of Compliance attached hereto.

3. **Contract Term.** The term of this Agreement shall be three (3) years starting on the date of execution hereof ("Effective Date") and ending on June 30, 2024. This Agreement may be terminated, with or without cause, within 180 days calendar day's written notice to the non-terminating party. The Village Manager shall be authorized to provide such termination notice on behalf of the Village to the Bureau. The Board of Directors of the Bureau shall be authorized to provide such termination notice on behalf of the Bureau to the Village.

4. **Total Contract Amount.** The Village's annual fee for membership to the Bureau for the first year of membership, shall be twenty thousand nine hundred forty-eight dollars ($20,948.00). The Village's annual fee for membership may be increased by no more than 3% of the 2022 fee for the year 2023 and no more than 3% of the 2023 fee for the year 2024. Such increase shall only be instituted if the Bureau's Board of Directors votes to affirmatively institute such an increase to all of its membership. At no point shall the Village’s increase be any higher than the lowest increase imposed upon another member.

   The annual fee includes a $25 per room fee for each hotel room located at the Residence Inn by Marriot -- the only hotel within the Village limits. At the time of the execution of this Agreement, the Residence Inn by Marriot has 130 hotel rooms. If at any point the Residence Inn by Marriot ceases operations, the Village's annual fee shall be reduced by the $25 per room fee amount.

5. **Payment.** Payment of the first annual fee shall be made within 30 days of the execution of this Agreement. For all subsequent years, the Bureau shall submit invoices between April 1 and June 1 of each year by email to AP@wilmette.com and must include the Village's Purchase Order number prominently displayed on page one (1) of the invoice. Invoices may also be sent by mail to the Village of Wilmette, Finance Department, 1200 Wilmette Ave., Wilmette, IL 60091-0440. Payment of invoices with the Village's Purchase Order number will be due within 30 days of completion of the Work, acceptance of the Work by the Village and receipt at either AP@wilmette.com or at the above mailing address. Invoices received without the Village's Purchase Order number will be due within 45 days of completion of the Work, acceptance of the Work by the Village and receipt at either AP@wilmette.com or at the above mailing address.

6. **Tax Exempt.** The Village is a tax-exempt municipality. The Village's Department of Revenue Tax Exempt ID # is E9998-1106-07. Bureau shall not charge the Village any tax incurred by the Bureau for these services.

7. **Scope of Work – Village Responsibilities:**

   Wilmette shall:

   a. pay all fees as provided for in this Agreement;

   b. designate the Bureau as the Village of Wilmette's convention and visitors bureau of record with the Illinois Bureau of Tourism during the term of this Agreement;
c. become a member of the Bureau.

8. **Scope of Work – Bureau Responsibilities:**

Bureau shall:

a. provide the Village with all the rights and benefits of membership to the Bureau;

b. provide the Village with equitable inclusion with other members of the Bureau in relation to all aspects of the Bureau's purpose and operations, including but not limited to, advertisements, promotional materials, and presentations developed by the Bureau;

c. market Wilmette’s hotels, convention spaces, restaurants and attractions through regionally based advertising;

d. utilize funds provided by the Village in compliance with all applicable laws;

e. represent the Village equally to other municipal members;

f. provide the Village with a copy of the annual budget for the Bureau prior to July 1st of each given year;

g. report annually to the Wilmette Village Manager in February of each year, the activities of the Bureau for the preceding year and the results of such activities in relation to the objectives and goals of the Bureau.

9. **Relationship of the Parties.** The Bureau shall act as an independent contractor in providing and performing all work. Nothing in or done pursuant to, this Agreement shall be construed (1) to create the relationship of principal and agent, employer and employee, partners, or joint ventures between the Village and the Bureau; or (2) to create any relationship between the Village and the Bureau.

10. **Licensure and Compliance with Laws.** Bureau represents that it has all necessary licenses and permits to perform its services in the State of Illinois and the Village of Wilmette, and that at all times it shall comply with all federal, state, county and local laws, regulations and ordinances. Bureau shall review and where appropriate certify its compliance with certain laws as provided for in the Certification of Compliance attached.

11. **Amendment.** No amendment or modification to the Agreement shall be effective unless and until such amendment or modification is in writing, properly approved in accordance with applicable procedures, and executed by both the Village and the Bureau.

12. **Assignment.** The Agreement may not be assigned by the Village or by the Bureau without the prior written consent of the other party.

13. **Notice.** Any required or permitted notices hereunder must be given in writing at the address of each party set forth below, or to such other address as either party may substitute by written notice to the other in the manner contemplated herein, by one of the following methods: hand delivery; registered, express, or certified mail, return receipt requested, postage prepaid; or nationally-recognized private express courier.
14. **Binding Effect.** The terms of this Agreement shall bind and inure to the benefit of the parties hereto and their agents, successors, and assigns.

15. **No Third-Party Beneficiaries.** No claim as a third-party beneficiary under the Agreement by any person, firm, or corporation other than the Bureau shall be made, or be valid, against the Village.

16. **Waiver.** No waiver of any provision of the Agreement shall be deemed to or constitute a waiver of any other provision of the Agreement (whether or not similar) nor shall any such waiver be deemed to constitute a continuing waiver unless otherwise expressly provided in this Agreement.

17. **General indemnification.** To the fullest extent permitted by law, the Bureau will indemnify, defend and hold harmless the Village and its officers, directors, employees, agents, affiliates and representatives, from and against any and all claims, demands, suits, liabilities, injuries (personal or bodily), property damage, causes of action, losses, expenses, damages or penalties, including, without limitation, court costs and attorneys' fees, arising or resulting from, or occasioned by or in connection with (i) the performance by the Bureau, its employees, agents and subcontractors, of the services and other duties and obligations under this Agreement, (ii) any act or omission to act by the Bureau, its employees, agents and subcontractors, anyone directly or indirectly employed by them, their agents or anyone for whose acts they may be liable, and/or (iii) any breach, default, violation or nonperformance by the Bureau of any term, covenant, condition, duty or obligation provided in this Agreement. This indemnification, defense and hold harmless obligation will survive the termination or expiration of this Agreement, whether by lapse of time or otherwise. This indemnification obligation will not be limited (i) by a limitation on the amount or type of damages, compensation or benefits payable by or for the Bureau or any other party under workers' or workmen's compensation acts, disability benefit acts or other employee benefits acts, or (ii) pursuant to any common law or case law.

18. **Geographical Information.** All digital geographical information used in the performance of the Agreement is the property of the Village, including all information obtained, collected, corrected or created by the Bureau in their completion or pursuit of the Agreement.

19. **Use of Village's Name, Employee Name(s) or Image(s).** The Bureau shall not use or permit the use of the Village's name and/or logo, Village Employee Name(s) or Village or Employee images or references to its Work in any advertising or promotional materials, regardless of media, without the express written consent of the Village.

20. **Non-exclusivity.** Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Bureau. This Agreement shall not restrict the Village from acquiring similar, equal or like goods and/or services from other entities or sources.

21. **No Liability of Public Officials.** No official, employee or agent of the Village will be charged personally by the Bureau, or by any assignee, with any liability or expenses of defense or be personally...
liable to them under any term or provision of this Agreement, or because of the Village's execution or attempted execution, or because of any breach hereof.

22. **Illinois Freedom of Information Act.** Bureau agrees to furnish all documentation related to this Agreement and any documentation related to the Village required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) ("FOIA") request within five (5) days after Village issues notice of such request. Bureau agrees to defend, indemnify and hold harmless the Village, and agrees to pay all reasonable costs connected therewith (including, but not limited to reasonable attorney's and witness fees, filing fees and any other expenses) for the Village to defend any and all causes, actions, causes of action, disputes, prosecutions, or conflicts arising from Bureau's actual or alleged violation of the FOIA or Bureau's failure to furnish all documentation related to a request within five (5) days after Village issues notice of a request.

Furthermore, should Bureau request that Village utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, Bureau agrees to pay all costs connected therewith (such as reasonable attorneys' and witness fees, filing fees and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. Bureau agrees to defend, indemnify and hold harmless the Village, and agrees to pay all costs connected therewith (such as reasonable attorneys' and witness fees, filing fees and any other expenses) to defend any denial of a FOIA request by Bureau's request to utilize a lawful exemption to the Village.

23. **Conflict of Forms.** In the event of a conflict between the terms in this Agreement and other documents furnished prior to the execution hereof, the terms of this Agreement shall control.

24. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Illinois. Venue for any and all actions to enforce this Agreement shall be the Circuit Court of Cook County, Illinois.

25. **Effective Date.** The Agreement shall be binding on the parties and effective only as of the date fully executed by both parties.

REST OF PAGE INTENTIONALLY LEFT BLANK
THE VILLAGE OF WILMETTE, ILLINOIS

Accepted this _____ day of ________________, 2021

__________________________
Michael N. Braiman, Village Manager

Attest: __________________________
Cliff Ruemmler, Deputy Village Clerk

FOR THE BUREAU

An officer duly authorized by the corporation shall sign here:

Accepted this ______ day of September, 2021

__________________________
Signature
Gina Speckman

__________________________
Executive Director
Position/Title

__________________________
Print Name
Chicago's North Shore Convention and Visitors Bureau

__________________________
Print Company Name
Meeting Date: July 28, 2021

To: Michael Braiman, Village Manager

From: Lucas Sivertsen, Business Development Coordinator

Subject: North Shore Convention and Visitors Bureau & the Village’s Business Promotions Program

The Administration Committee will meet on July 28, 2021 to consider participation in the North Shore Convention and Visitor’s Bureau. Below is a description of the Village’s current business promotions program. Following this memorandum you will find:

- Letter from the Bureau regarding municipal dues ($20,948 for Wilmette in 2022)
- Presentation from the Bureau for the July 28 meeting

Wilmette Business Promotions
The Village Board has funded a business promotions account since 2006. At that time the business community including the Chamber of Commerce had requested the Village provide funds to help support local marketing of Wilmette’s businesses. The account is intended to provide funding for creation and placement of advertisements directed towards Wilmette residents and the surrounding communities. At times, the reach of some advertisements in publications like Chicago Magazine during the holidays were further than the immediate area, but the bulk of efforts were towards the local customer.

The consistent theme of each campaign has been to encourage residents to support local businesses. Whether that be to help the overall community and help to sustain our local businesses or because it makes financial sense (e.g. Wilmetteonics).

Since the initial marketing campaign in 2006, the advertising landscape and customer’s habits have changed. The initial focus was on print ads in local newspapers, direct mailing and utilization of the Communicator. For a time there was a focus on cable
commercials, and web/email marketing. Currently, the focus is on targeted advertising through social media and event-based programs held throughout the year.

The Village has traditionally focused the funds towards the holiday shopping season when the largest portion of sales tax revenue is generated. During 2020, it was quickly realized the need to find ways to help support our businesses year-round. The promotions were modified to be event based with a stronger call to action. Over the past year the Village has used the promotions budget to sponsor:

- Inaugural Restaurant Month
- Promotion of Restaurant Maps/Listings
- Launch of Shop Wilmette Gift Card
- Posters and Print Materials for Restaurants to help support carry-out/curb-side
- Zoom Meetings on How to Transition during Pandemic
- Weekend music in Downtown
- Events:
  - Game of Gnomes Holiday Scavenger Hunt
  - Holiday Window Displays
  - Restaurant Month
- Co-op Print Advertisements in Modern Luxury
- Social Media Advertisements
- Text Program – allowing businesses to promote sales and specials for free
- Graphic Design & Marketing Services to support events & year-round promotions

The activities listed above are funded by the business development activities budget. Below is a table showing how the budget is allocated for the 2021 fiscal year. The top three line items cover a majority of the budget commonly thought of as promotions and advertising. The remaining six line items are accessory to the program and are therefore included in the overall promotions budget.

<table>
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<tr>
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<td>Graphic Design</td>
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<td>Marketing Initiative</td>
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<td><strong>Total</strong></td>
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<table>
<thead>
<tr>
<th>Accessory Business Promotion Activities</th>
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<tr>
<td>Summer Concerts</td>
<td>$5,500.00</td>
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<tr>
<td>Hanging Baskets</td>
<td>$24,750.00</td>
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<tr>
<td>Retail Consultant (Edens Plaza)</td>
<td>$7,500.00</td>
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<tr>
<td>Architectural Services (Wilmette Ave alley)</td>
<td>$1,800.00</td>
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<tr>
<td>Holiday Lighting</td>
<td>$36,000.00</td>
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<tr>
<td>Blade Sign Reimbursement</td>
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<td><strong>Total</strong></td>
<td>$77,050.00</td>
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**Grand Total** $122,050.00
July 22, 2021

TO: Michael Braiman, Village Manager
Village of Wilmette

FROM: Gina Speckman, Executive Director

RE: Municipal Dues

Per your request, below you will find the dues of our 9 Chicago’s North Shore Convention and Visitors Bureau (CNSCVB) municipal partners as they were assessed pre-pandemic and will return in 2022. During the pandemic, hotel community’s municipal dues were reduced by 50%.

Dues are assessed in two categories: hotel communities and non-hotel communities. Hotel communities pay by a formula of annual hotel revenue x 3% x 15% at their base year. Each year, the Board of Directors can vote to increase municipal dues at a maximum of 3%. Non-hotel communities pay based on a sliding scale tied to local restaurant and retail taxes.

For Wilmette, the base year Annual Hotel Revenue in 2019 was $3,932,913 (based on actual taxes received by the village in 2019 of $383,459). Applying the formula above to that would result in a base annual dues of $17,698. The CNSCVB requires that hotel communities pay for the first 3 years of their hotel dues. In the case of Wilmette with one hotel, this would be an additional $3,250 (130 rooms x $25 per room). This would make the total base investment for 2022 for the Village of Wilmette be $20,948.

The municipal dues for our 9 member communities for 2022 are as follows:

- Evanston $ 83,609
- Skokie $124,727
- Northbrook $ 51,799
- Glenview $ 66,837
- Winnetka $ 6,896
- Prospect Heights $ 57,289
- Wheeling $ 70,868
- Glencoe $ 6,896
- Northfield $ 6,500

Please let me know if you have any questions.
CNSCVB Overview

Prepared for the Administration Committee
Village of Wilmette

Wednesday, July 28, 2021
2:00pm
Mission

Chicago’s North Shore Convention and Visitors Bureau (CNSCVB) is one of 38 local convention and visitors bureaus certified by the Illinois Department of Commerce and Economic Opportunity’s Office of Tourism. Our mission is to strengthen the positive awareness of our service area, Chicago’s North Shore, as a business, meeting, event and visitor destination. Our staff of six administers aggressive sales and marketing programs to highlight the hotels, restaurants, attractions and retail businesses of 9 member communities on Chicago’s North Shore (Evanston, Skokie, Glenview, Northfield, Winnetka, Glencoe, Northbrook, Prospect Heights and Wheeling).
Public/Private Partnership

The major source of the Bureau’s annual budget comes from the State of Illinois. The remainder comes from our local member communities: Evanston, Glenview, Winnetka, Wheeling, Prospect Heights, Northbrook, Skokie, Glencoe and Northfield—as well as our private sector business members via membership and advertising and sponsorships. Only businesses in member communities can participate in CNSCVB programming.
Chicago Area Convention and Visitor Bureaus

This map represents the certified convention and visitors bureaus in the Chicagoland area. Almost every hotel within the Chicagoland region is afforded state and local hotel tax dollars sales and marketing support through their local bureau.

In addition to advertising and marketing, the CNSCVB employees two full time group sales people that attend trade shows and directly sell to groups to come to the North Shore.
MEMBER BENEFITS

CNSCVB WEBSITE
visitchicagonorthshore.com
Interactive site with up-to-date area information for the visitor seeking information on hotels, attractions, shopping, dining, special events, and meeting and event services and suppliers. Easy to source information available on all digital platforms including mobile, tablet and desktop. Estimated website traffic: 360,000 visitors annually. Advertising available.

SOCIAL MEDIA PLATFORMS
Largest social media network and resource covering Chicago’s North Shore. Presence on all major social media platforms with weekly reach of 120,000+ impressions. Members can submit events, promotions and special offers for release through our social media feeds.

E-NEWSLETTERS
A local e-newsletter is sent each month packed full of events and North Shore happenings. A regional e-newsletter is sent out quarterly to visitors throughout the Midwest promoting trip ideas for weekend and vacation travel. Advertising available.

DIGITAL CONTENT
Digital Media Campaigns promote blogs, Top Things To Do Lists, Seasonal promotions, Themed Itineraries and more. Only CNSCVB member businesses are included in the content of our digital and social media platforms.

MONTHLY NETWORKING EVENTS
Monthly opportunity to meet fellow Members and exchange business leads. Members have the opportunity to host Networking Events. Locations are highlighted each month in our e-newsletter and rotates between communities.

(cont.)
The scenic neighborhoods north of city center can be found twenty minutes from the heart of downtown Chicago on Chicago’s North Shore. Affordable, smart hotels provide easy access to the city and many North Shore attractions.

- Chicago Botanic Garden
- Illinois Holocaust Museum
- Halim Time and Glass Museum
- Bahá’í House of Worship
- Northwestern University
- Westfield Old Orchard
- Northbrook Court
- The Glen Town Center

Hotel deals and more at visitchicagonorthshore.com
Social Media

With a full time Digital and Social Media Manager, timely business promotion content is sent out via Facebook, Instagram, Linkedin and Twitter to our large social media followings. Over 35 posts a week are boosted with paid advertising.
Hotels

The CNSCVB hotel page is the second most visited page on our website (30,000 unique visitors a month).

Individual leisure, social, friends and family markets in addition to business traveler (individual and groups) utilize the two hotel portals on the site to book business.

In 2021, the CNSCVB engaged with Threshold360, a company that provided 360 imagery of all of our hotel properties.
# Hotel Business and Leisure Marketing

## ORANGE 142

<table>
<thead>
<tr>
<th>Image</th>
<th>Placement</th>
<th>Audience Targeting</th>
<th>Rate</th>
<th>Rate Discount</th>
<th>Cost Type</th>
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<td>$2.00</td>
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<td>In-Need Targeting (40% Match Added Value)</td>
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<td>$0.00</td>
<td>CPC</td>
<td>2,400 + Clicks</td>
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<td>$0.00</td>
<td>CPM</td>
<td>288,888 impressions</td>
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- **Awareness**
- **Consideration**
- **Conversion**
Meeting/Group Tour Market Advertising
Leisure Market Advertising – DIGITAL & SOCIAL

EVENTS
GOLFING ON THE NORTH SHORE
HOTEL DEALS
2021 CUBS HOME GAME SCHEDULE
FARMERS MARKETS
BIKE TOUR
PLAN YOUR NORTH SHORE GETAWAY
FATHER'S DAY BREW PUB GUIDE
Leisure Market Advertising – DIGITAL & SOCIAL

Event Promotion

Retail Support
Leisure Market Advertising – DIGITAL & SOCIAL

available positions
www.northshorejobboard.com
Northwestern University is a Preferred Partner of the CNSCVB working closely with the university to promote its athletic competitions and other activities that bring visitors, students, meetings and conferences to the area. The CNSCVB is also a founding partner of the Cities of the Big Ten coalition.
Partnerships

The CNSCVB is one of 38 convention and visitors bureau certified by the Illinois Office of Tourism. We provide all the North Shore content for their website, Social media, public relations programs and sales missions.
E-newsletters

May 2021

Celebrate Travel and Tourism Week by enjoying all the experiences that make the North Shore special. From Mother's Day celebrations to the Evanston Arts Center's reVision, an immersive art experience, to Harry Potter Day to Mandela: Struggle for Freedom at the Illinois Holocaust Museum and one last chance to see the Thomas and Friends exhibit at Kohl Children's Museum. Not to mention flowers popping up at Chicago Botanic Garden and other activities listed below to help you plan your May adventure.

There's nothing quite like summer on Chicago's North Shore! From blooming flowers at Chicago Botanic Garden to farmers markets full of fresh produce and treats, and outdoor concerts at Ravinia and the North Shore Center for Performing Arts to the Mandela: Struggle for Freedom exhibit at the Illinois Holocaust Museum, not to mention endless miles of sandy beaches! Discover the delights of Chicago's North Shore this season experienced in a safe and healthy way!
Monthly Networking & Educational Events

Educational Seminar
Instagram Best Practices

Educational Seminar
Wednesday, June 27
9:00 am - 11:00 am

Rotate monthly between member communities
Our Multi-Media Public Relations Outreach includes:

Press Releases distributed electronically and through third party services to gain coverage of Chicago’s North Shore in three major target markets: meetings, group tours and consumer leisure travelers.

Host international and national media on tours of the North Shore.

Handle more than 300 inquiries per year from local, regional, national and international media outlets.

Engage bloggers by various themes (food, culture, family, theatre, outdoor adventure, etc.) to gain exposure on popular blogs.
Updated Photography and Videography
1. In addition to the cost to the village, there is also a cost for each business to join. Can you please share that with us. And what is the cost for a hotel to join?

The hotel’s dues ($25 per room) is included in the fee stated for the village in my presentation. The village’s fee includes the hotel’s for the first three years. After that the village can keep paying the hotel’s dues or have the hotel pay it. For the other categories of members (restaurants, retailers, service businesses and attractions) dues are between $200-$350 a year).

2. For the 9 communities that have joined, can you please provide the number of businesses in each community that have joined? And what % of that is of total businesses?

Our membership does not cover all of the businesses of any community. We only work with hotels, restaurants, attractions, retailers (clothing, gifts, etc.) and service businesses that work with events (florists, caterers, etc.) In these categories, we have 100% of the hotels, 80% of the restaurants (do not list fast food), 50% of retailers and 80% of the service businesses as described above. In total we have the following number of members:

1. Hotels – 24
2. Restaurants – 241
3. Retailers – 113 (representing 300 total retailers (shopping centers tenants part of their membership)
5. Attractions - 48
Questions from Village

3. What are some specific examples of the types of marketing the Bureau would do for our Wilmette businesses? How is different than our Wilmettenomics campaign?

We are very different. Wilmettenomics targets Wilmette residents with the central messaging being keep your dollars in Wilmette with an emphasis on community pride. It is very similar to the Shop Local programs most of my communities do. Our programs encourage people throughout the North Shore, Chicagoland and beyond to visit Wilmette and spend money there. No business in Wilmette could survive on Wilmette consumers alone. People in north Evanston, Skokie, Glenview, Kenilworth, Winnetka are as close to Wilmette business centers (Edens Plaza, Downtown Wilmette, Plaza del Lago) as actual Wilmette residents. They are not swayed or even targeted by Wilmettenomics campaigns; but Wilmette businesses need and cater to those consumers and probably want more of them. The Bureau has a staff of five and specifically in the realm of marketing and social media a full time digital and social media specialist working on digital, social media and marketing campaigns (detailed in my presentation). Most people (thinking about all the new young families that have moved into the village) get their information on social media. Today, Wilmetteonimics Facebook page has 185 followers and the last post is dated June 26, 2020 featuring Nick’s Neighborhood Bar & Grill – a closed restaurant. Chicago’s North Shore Facebook page has 41,000 followers, with 3-5 posts daily and 35 paid boosted posts a week. This does not include our presence in Facebook stories, Instagram, Twitter, etc. curated by staff daily. Our business members do not have the time, money or acumen to build and sustain a large social media presence. However, they know that when they send a promotion, event, etc. to us and it will get out in a very timely manner through our channels.
4. **What response rate would you feel would be a success in terms of our businesses joining the bureau. How many would you expect to join?**

   We had good engagement from the Wilmette businesses 2002-2007, and with more restaurants specifically now in the village we anticipate most will join. As to an exact number, no idea.

5. **Has the organization done any surveying of the businesses to see what additional things they’d like to see the bureau do and what are some of these?**

   No, we stick to sales and marketing as aligned with the rules of the Illinois Office of Tourism’s LTCB grant program. There are other things that businesses value – educational programs on business operations, event production, lobbying, advocacy, Shop Local programs, etc. However, that is what the Chambers are for. We work very closely with all of our member community chambers BECAUSE we concentrate on sales and marketing and leave the other business-related activities to them. We do not duplicate what they do and they respect that and count on us to do what we do well and have substantial funding to do. Anything they do that requires marketing and outreach – specifically in community events – are what they depend on us to do.
Thank you!

Gina Speckman, Executive Director
gspeckman@cnscvb.com
www.visitchicagonorthshore
@chicagonorthshore
Meeting Date: September 1, 2021

To: Administration Committee of the Village Board

From: Lucas Sivertsen, Business Development Coordinator

Subject: Chicago’s North Shore Convention and Visitors Bureau

The Administration Committee met on July 28, 2021 to consider participation in the Chicago’s North Shore Convention and Visitor’s Bureau (CNSCVB). At the meeting CNSCVB Executive Director Gina Speckman made a presentation and Wilmette/Kenilworth Chamber of Commerce Executive Director Julie Yusim and Jim Noone of the Marriott Residence Inn were in attendance and provided comment.

The Committee is scheduled to continue discussions regarding membership in the CNSCVB at its September 1, 2021 meeting. Per Ms. Speckman, the 2022 membership rate for Wilmette would be $20,948 and requires a three-year commitment for a total financial commitment of approximately $62,844; this is not inclusive of future year membership rate increases.

The Committee requested that Village Staff contact nearby communities to get their feedback on participation in the CNSCVB. Below is a summary of those conversations.

Village of Winnetka – Liz Dechant, Economic Development Coordinator - Ms. Dechant said the local Chamber of Commerce viewed Bureau membership as an asset in helping to promote events to the wider region and surrounding communities. Winnetka does not have a hotel and has not heard much feedback positive or negative regarding membership in the Bureau.

Village of Northfield - Steve Gutierrez, Director of Community Development - Mr. Gutierrez said that prior to the pandemic Northfield was skeptical about what the value of being a member in the Bureau was. This was mainly because Northfield doesn’t have any hotels or destination attractions. They reassessed this opinion during the pandemic.
because the Bureau was very helpful. They featured retail shops in their promotions and being a Bureau member allowed Northfield businesses to participate. Their restaurants had specials like Taco Tuesdays and Easter brunch which were featured by the Bureau. They indicated they will reassess membership this time next year.

Village of Glencoe – Jordan Lester, Assistant to the Village Manager – Over the past year, Bureau membership was very important as the Village relied on the Bureau’s expertise to promote Glencoe businesses. The most successful Glencoe businesses are members of the Bureau. The Bureau has filled the void that the Village could not fill for the business community. Ms. Lester had nothing but good things to say about the Village’s relationship with the Bureau.

Chamber of Commerce feedback – Julie Yusim talked to her counterparts in Evanston, Glenview, Northbrook, Skokie and Winnetka-Northfield-Glencoe regarding their impressions of membership in the CNSCVB. Consistently they said that the additional promotion of community events and Chamber events was a big plus. They felt the Bureau membership had a positive impact on their communities.

Main-Dempster Mile Special Service Area (SSA) - Katherine Gotsick, Executive Director - Ms. Gostick was very enthusiastic about the ad share program. She says it has paid back 300% and pointed out that both the Chamber and Village would be eligible to participate in that. Everything the Bureau plugs gets clicks/likes and participation is up hundreds of percent. The Bureau has a much larger presence then her organization. The Bureau brings much more awareness to all events that Main-Dempster Mile sponsors. She said her organization’s experience is also true for the businesses that are members. Events like restaurant week and help during COVID were especially appreciated by the restaurants in her group.

Additionally, at staff’s request CNSCVB has provided the attached listing of the Glencoe, Northfield and Winnetka businesses which are active CNSCVB members. The business mix in these three communities is similar to Wilmette’s and provides a reasonable frame of reference as to the types of businesses we could expect to consider membership in the CNSCVB.

Next Steps
Per the discussion at the July 28 Committee meeting, should the Committee recommend membership in the CNSCVB, the goal would be to join prior to this year’s holiday season. If the Committee recommends membership, an item can be placed on a September Village Board agenda for formal consideration.

Documents Attached
1. List of CNSCVB members in Glencoe, Northfield, Winnetka
2. Email from the Wilmette/Kenilworth Chamber of Commerce
<table>
<thead>
<tr>
<th>Store Name</th>
<th>Location</th>
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<tbody>
<tr>
<td>BlackSheep General Store</td>
<td>Glencoe</td>
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<tr>
<td>Chicago Botanic Garden</td>
<td>Glencoe</td>
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<tr>
<td>Frank &amp; Betsie's</td>
<td>Glencoe</td>
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<td>Glencoe Beach</td>
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<tr>
<td>Glencoe Golf Club</td>
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<td>Glencoe Park District</td>
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<td>Guildhall Restaurant</td>
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<td>Hometown Coffee &amp; Juice</td>
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<td>Meg's Cafe</td>
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<td>North Shore Exchange Glencoe</td>
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<td>Takiff Center</td>
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<td>The Flower Shop in Glencoe</td>
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<td>Valor</td>
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<td>Watts Ice Center</td>
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<td>Writers Theatre</td>
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<td>Children's Gift Shop</td>
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<td>Enaz for Life</td>
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<td>Heritage Trail Mercantile</td>
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<td>Hoffherr Meat Co.</td>
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<td>Lori's Designer Shoes</td>
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<td>Northfield Restaurant</td>
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<td>Peachtree Place</td>
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<td>Stormy's Tavern &amp; Grille</td>
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<td>Taco Nano</td>
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<td>Tapas Gitana</td>
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<td>The Happ Inn</td>
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<td>Three Tarts Bakery</td>
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<td>Wags on Willow</td>
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<td>501 Local</td>
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<td>A. C. Nielsen Tennis Center</td>
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<td>Aboyer</td>
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<td>Avli Restaurant</td>
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<td>Chicago Boudoir Photography</td>
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<td>Community House in Winnetka</td>
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<td>Ellen's on Elm</td>
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<td>Graeter's Ice Cream Winnetka</td>
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<td>Grateful Bites</td>
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<td>Green Bay Cycles</td>
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<td>Guanajuato</td>
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<td>Hubbard Woods Design District</td>
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<td>Name</td>
<td>Location</td>
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<td>J. McLaughlin</td>
<td>Winnetka</td>
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<td>Little Lan's</td>
<td>Winnetka</td>
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<td>Material Possessions</td>
<td>Winnetka</td>
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<td>Mattie M.</td>
<td>Winnetka</td>
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<td>Maze Home</td>
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<td>Mino's Italian</td>
<td>Winnetka</td>
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<td>North Shore Art League</td>
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<td>Oui, Madame</td>
<td>Winnetka</td>
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<td>Randoons</td>
<td>Winnetka</td>
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<td>Sara Campbell</td>
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<td>Schmidt Burnham Log House</td>
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<td>Spirit Elephant</td>
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<td>Stacked and Folded Winnetka</td>
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<td>The Book Stall at Chestnut Court</td>
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<td>The Classic Stitch</td>
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<td>The Matlin Group - Gloria Matlin</td>
<td>Winnetka</td>
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<td>Tocco</td>
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<td>Winnetka Beaches</td>
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<td>Winnetka Golf Club</td>
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<td>Winnetka Historical Society</td>
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<td>Winnetka Ice Arena</td>
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<td>Winnetka Northfield Chamber</td>
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<tr>
<td>Winnetka Platform Tennis Facility and Paddle Hut</td>
<td>Winnetka</td>
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</tbody>
</table>
Dear Trustee Dodd, Trustee Gjaja and Trustee Sheperd:

I thought it would be a good idea to elaborate on my position regarding the Village joining the CNSCVB.

SOCIAL MEDIA

- The Bureau’s excellent digital capabilities (which were not as strong back in 2007) gives them the ability to significantly increase Wilmette’s visibility. It also sounds like they have great expertise in this area and do it very effectively.

- The fact that the CNSCVB will boost posts within a 10-15 mile radius would be extremely beneficial, since neither the Chamber nor Wilmette-onomics is currently able to as effectively reach prospective customers in those areas ourselves.

- Wilmette would benefit by an increase in customers from “neighboring” communities, with the potential for repeat business. This could be more beneficial in the long run than the hope of “one-time-visitors” to the Baha’i or Northwestern from out of town.

- The CVB’s social media efforts would greatly benefit Wilmette’s local events (i.e. Wine Walks, Summer Sizzle, Pumpkin Walk etc.)

PHOTOGRAPHY

- The Village, Chamber, and businesses are desperately in need of good photography for many promotional purposes! The fact that the CVB will invest in and share good photos with all of us is excellent.

BUSINESS MEMBERSHIP IN CVB

- It doesn’t really matter in the grand scheme, in my opinion, whether or not individual businesses join the Bureau. (That only serves to benefit the Bureau.) The CNSCVB has committed to promoting our shopping districts, like Downtown Wilmette & Plaza del Lago – and bringing customers to those areas will naturally help the all of the retailers and restaurants there, even if they are not individually featured as members.

- I do think it is likely that the CNSCVB will gain a number of Wilmette members among the restaurants, certain retailers and the florists. There is potential for the Chamber to lose those members who cannot afford to do both, which is, of course detrimental to our organization.
That said, when Wilmette businesses do well, the Chamber also benefits. I do think a number of our members would be in favor of the Village's membership in the CNSCVB.

HOTEL

- As Jim Noone mentioned, the Residence Inn by Marriott stands to benefit. Since the hotel is an important Chamber member, their increased success is significant to the Chamber.

RELATIONSHIP WITH CHAMBER

- In the past, the Chamber and the CNSCVB worked well together, and I foresee a symbiotic relationship should the Village re-join the organization. I speak frequently with my colleagues in the Skokie, Winnetka-Northfield-Glencoe and Northbrook Chambers, and they get along well and perceive a benefit.

WILMETTE-ONOMICS

- I appreciate the commitment you made yesterday that you would not sacrifice Wilmette’s “shop local” efforts in favor of joining the CNSCVB. This point is important to the Wilmette businesses and the Chamber.

Thank you for this opportunity to further explain my position.

Sincerely,

Julie Yusim, Executive Director
Wilmette/Kenilworth Chamber of Commerce
847-251-3800
julie@wilmettekenilworth.com
RESOLUTION ADOPTING THE GREENEST REGION COMPACT (GRC2) – WILMETTE SUSTAINABILITY PLAN

MEETING DATE: September 28, 2021

FROM: Alex Arteaga, Management Analyst

BUDGET IMPACT: None

Recommended Motion

Adoption of Resolution #2021-R-54 Adopting the Greenest Region Compact (GRC2) – Wilmette Sustainability Plan

Background

The GRC (Greenest Region Compact) was launched in March of 2016 as an update to the original Metropolitan Mayors Caucus pledge that was adopted by nearly 100 communities in 2007. This update is referred to as “GRC2”. The foundation of the GRC is 49 high-level sustainability goals that have been reached by consensus; the consensus sustainability goals included in the Compact are derived from an extensive study of municipal, regional, national, and global priorities and existing sustainability programs and efforts already underway. Thirty community sustainability plans already being used in the Chicago region were analyzed to help create the GRC.

The GRC’s 49 high-level goals are tailored for municipalities and fall into ten sustainability categories: climate, economic development, energy, land, leadership, mobility, municipal operations, sustainable communities, water, and waste & recycling. Municipalities that adopt the GRC are making a commitment to generally support its consensus goals. Specific actions are prioritized and monitored by communities to best suit their own objectives and abilities. The GRC Framework is a companion document that provides objectives, strategies, and tools to help communities address goals of the GRC. Communities are to use the GRC Framework as a self-assessment checklist to inventory municipal accomplishments.

Discussion

On August 28, 2018, the Wilmette Village Board passed Resolution 2018-R-14, endorsing the GRC2. Following this action, the Environmental and Energy Commission (EEC) was tasked with drafting a Sustainability Plan that would outline how the Village intends to pursue various sustainability goals. The EEC started drafting Wilmette’s Sustainability Plan in the spring of
2019, all 10 categories included in the GRC framework were assigned to individual Environmental & Energy Commissioners and Village staff.

In December 2020, the draft Sustainability Plan was provided to all Village departments. Each department had the chance to review recommendations and submit feedback. Following staff review, Environmental & Energy Commissioners finalized their assigned chapters and reviewed the plan in its entirety. Following further minor revisions, the Sustainability Plan was recommended for adoption by the Village Board at the EEC’s July 8, 2021, meeting.

The Administration Committee of the Village Board met on July 28, 2021 to begin review of the EEC’s recommended Plan. The Committee met again on September 1, 2021 at which time the Plan was unanimously recommended for adoption by the Village Board. At the September 1st meeting the Committee also reviewed recommended implementation priorities and opportunities for near-term action items.

At their September 14, 2021 meeting, the Village Board was provided a presentation pertaining to the Sustainability Plan, implementation priorities, and near-term action items with the intent to formally adopt the Plan at the subsequent Board meeting on September 28, 2021. Attachment #2 discussed the implementation priorities and near-term action items in more detail.

**Budget Impact**

While individual components of the Sustainability Plan may have budget impacts, there is no budget impact to adopt the Plan via Resolution.

**Documents Attached**

1. Resolution #2021-R-54
2. Memorandum from the September 14, 2021 Village Board meeting
3. Wilmette Sustainability Plan
RESOLUTION NO. 2021-R-54

A RESOLUTION ADOPTING THE VILLAGE OF WILMETTE GREENEST REGION COMPACT SUSTAINABILITY PLAN

WHEREAS, the Village of Wilmette, Cook County, Illinois (the “Village”) is a home rule municipal corporation as provided in Article VII, Section 6 of the 1970 Constitution of the State of Illinois and, pursuant to said constitutional authority, may exercise any power and perform any function pertaining to its government and affairs for the protection of the public health, safety, morals and welfare; and

WHEREAS, the Metropolitan Mayors Caucus created the Greenest Region Compact 2 to address environmental sustainability issues of global importance at the local level; and

WHEREAS, the Village Board adopted Resolution #2018-R-14 endorsing the Metropolitan Mayors Caucus’ Greenest Region Compact 2; and

WHEREAS, the Village of Wilmette’s Environmental and Energy Commission has worked to draft the Village of Wilmette Greenest Region Compact Sustainability Plan (“Plan”) outlining how the Village intends to pursue sustainability goals; and

WHEREAS, the Administration Committee of the Village Board met on July 28, 2021 to review the Plan; and

WHEREAS, the Administration Committee of the Village Board, at its September 1, 2021 meeting, unanimously recommended adoption of the Plan to the Village Board; and

WHEREAS, the Village Board finds that it is necessary, convenient and in the best interests of the residents of the Village to adopt the Village of Wilmette Greenest Region Compact Sustainability Plan; a copy of which is attached hereto as Exhibit A;

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees
of the Village of Wilmette as follows:

**SECTION 1:** The above recitals are incorporated into this section one as if fully set forth.

**SECTION 2:** The Village of Wilmette Greenest Region Compact Sustainability Plan, attached hereto as Exhibit A is hereby adopted in its entirety.

**SECTION 3:** The Village Manager is authorized to disseminate the Plan and take all actions necessary to carry out the purpose of this Resolution.

**SECTION 4:** This Resolution shall be in full force and effect from and after its passage.

**ADOPTED** on September 28, 2021, pursuant to the following roll call vote:

**AYES:** None.

**NAYS:** None.

**ABSTAIN:** None.

**ABSENT:** None.

__________________________  
Village Clerk

Approved on **September 28, 2021.**

__________________________  
Village President

Attest:

__________________________  
Village Clerk
EXHIBIT A

VILLAGE OF WILMETTE GREENEST REGION COMPACT SUSTAINABILITY PLAN
Meeting Date: September 14, 2021
To: President Plunkett and Board of Trustees
From: Michael Braiman, Village Manager
       Alex Arteaga, Management Analyst
Subject: Greenest Region Compact (GRC) – Sustainability Plan

The Administration Committee unanimously recommends adoption of the Sustainable Communities Strategic Plan (hereafter referred to as ‘Plan’).

The Plan will be presented to the Village Board at its September 14, 2021 meeting and is scheduled for adoption via resolution at the September 28, 2021 Board meeting.

Background / Timeline

The GRC (Greenest Region Compact) was launched in March of 2016 as an update to the original Metropolitan Mayors Caucus pledge that was adopted by nearly 100 communities in 2007. This update is referred to as “GRC2”. The foundation of the GRC is 49 high-level goals that have been reached by consensus; the consensus sustainability goals included in the Compact are derived from an extensive study of municipal, regional, national, and global priorities and existing sustainability programs and efforts already underway. Thirty community sustainability plans already being used in the Chicago region were analyzed to help create the GRC.

The GRC’s 49 high-level goals are tailored for municipalities and fall into ten sustainability categories: climate, economic development, energy, land, leadership, mobility, municipal operations, sustainable communities, water, and waste & recycling. Municipalities that adopt the GRC are making a commitment to generally support its consensus goals. Specific actions are prioritized and monitored by communities to best suit their own objectives and abilities. The GRC Framework is a companion document that provides objectives, strategies, and tools to help communities address goals of the GRC. Communities are to use the GRC Framework as a self-assessment checklist to inventory municipal accomplishments.
On August 28, 2018, the Wilmette Village Board passed Resolution 2018-R-14, endorsing the GRC2. Following this action, the Environmental and Energy Commission (EEC) was tasked with drafting a Sustainability Plan that would outline how the Village intends to pursue various sustainability goals. The EEC started drafting Wilmette’s Sustainability Plan in the spring of 2019, all 10 categories included in the GRC framework were assigned to individual Environmental & Energy Commissioners and Village staff. Commissioners and staff were instructed to include the following sections as part of their chapter: introduction, existing conditions, goals, recommendations, and references.

In December 2020, the draft Sustainability Plan was provided to all Village departments. Each department had the chance to review recommendations and submit feedback. Following staff review, Environmental & Energy Commissioners finalized their assigned chapters and reviewed the plan in its entirety. Following further minor revisions, the Sustainability Plan was recommended for adoption by the Village Board at the EEC’s July 8, 2021, meeting.

The Administration Committee of the Village Board met on July 28, 2021 to begin review of the EEC’s recommended Plan. The Committee met again on September 1, 2021 at which time the Plan was unanimously recommended for adoption by the Village Board. At the September 1st meeting the Committee also reviewed recommended implementation priorities and opportunities for near-term action items.

Discussion
Based upon recommendations from the EEC and consideration by the Administration Committee, three implementation priorities have been established which are discussed below. An important consideration for the Administration Committee was the need to establish a baseline of greenhouse gas emissions in Wilmette in order to properly measure our progress implementing the Plan. Village Staff will revisit methods for determining the baseline with the EEC and Administration Committee over the next several months; such efforts may require the services of an environmental consultant for specific components (such as community-wide electrical usage).

The three implementation priorities as recommended by the EEC and agreed upon by the Administration Committee are:

- Renewable energy
- Urban forest preservation
- Native habitats

Renewable Energy
The most impactful renewable energy effort is to aggregate the Village’s residential power accounts to purchase renewable electricity on behalf of Wilmette residents. Staff is working with the Northern Illinois Municipal Electric Collaborative (NIMEC) to competitively bid the Village’s residential accounts to maximize renewable credits at a consumer rate which is equal to or less than the ComEd rate. It is anticipated that this project will be presented to the Administration Committee later this year or early 2022.
Urban Forest Preservation
The Land Use Committee (LUC) of the Village Board is scheduled to meet on October 21, 2021 to begin a review of the Village’s tree protection ordinances. In advance of this meeting, Staff has held stakeholder sessions with Go Green Wilmette and local developers/architects/landscapers to help inform an initial report to the LUC. It is anticipated that the LUC’s review will take several months with a recommendation to the Village Board prior to the spring 2022 construction season.

Native Habitats
The EEC will be tasked with researching how the Village can further improve upon its native habitat efforts. The Administration Committee has requested that the EEC report on the progress of its research every six months. As part of its research, the EEC will:

- Provide a history of native habitats in Wilmette, solicit community feedback and answer questions the community may have, articulate the reasons for amending any current policies, provide examples of solutions that have been deployed in other communities with a focus on the pros and cons of the various approaches, and provide implementation strategies that consider Village staffing and budgetary impacts
- Research and explore all available options that the Village has in regards native habitats and provide multiple policy options for Village Board consideration with an analysis of each option

In addition to these three key priorities, Staff has identified a number of near-term action items. Staff will begin work on these items as time allows and provide an update to the Administration Committee at the same time the EEC submits its six-month status report. Action items include:

- Electric Vehicle (EV) Charging Stations
  o The Village has partnered with the Park District to install an EV Station outside of Village Hall on Central Avenue (install date TBD) and recently received a $10,000 grant for additional EV stations (location TBD)

- Public Education – The Village currently partners with Go Green Wilmette to include sustainability tips in E-news; per the Plan the following initiatives are examples of items that can be prioritized and improved upon:
  o Enhance the Village’s ‘green initiatives’ webpage
  o Enhance education around energy reduction
  o Additional education on the dangers of home pesticides on pollinators and insects
  o Work with the EEC to develop a scorecard for residents to track their sustainability progress

- Active Transportation Plan – Staff has hired a consultant to identify a 5-year implementation plan; the Board has the option to utilize a portion of General Fund reserves to begin implementation of this program
• Food Waste – The Village’s solid waste program provides seasonal composting to residential properties; staff will review options for a year-round program for both residents and restaurants

• Consolidate the various components of the Plan which suggest amendments to the Village Code and review this list with the Administration Committee to determine priorities for further consideration

• Intergovernmental Cooperation – Explore how the various Wilmette units of local government can work together to enhance sustainability and consider whether resources can be shared to hire a full-time Sustainability Coordinator

**Next Steps**
A resolution will be placed on the September 28, 2021 Village Board meeting agenda to formally adopt the Sustainability Plan. Village Staff and the EEC will continue their work on the above implementation priorities and near-term action items, with an update to the Administration Committee scheduled in approximately six months.
Metropolitan Mayor’s Caucus

• Membership organization of the Chicago region’s 275 cities, towns and villages.

• Founded in 1997 - Board includes City of Chicago and nine partner suburban municipal groups – including the Northwest Municipal Conference.

• The caucus pushes past geographical boundaries and local interests to work on public policy issues such as sustainability.
Greenest Region Compact (GRC2)

• The Metropolitan Mayors Caucus’ foundational sustainability pledge.
• Supported by at least 136 municipalities and four counties in Illinois.
• Largest regional collaborative of municipalities working toward sustainability in the U.S.
• Sensible sustainability goals that focus on municipal strengths to reduce the impacts of climate change while improving the quality of life for residents.
GRC2 Framework

• Organized around the ten categories and 49 consensus goals of the GRC.

• The Caucus created an accompanying spreadsheet to track progress within each category and goal.

• The ten categories include Climate, Economic Development, Energy, Land, Water, Mobility, Municipal Operations, Sustainable Communities, Waste & Recycling, and Leadership.
GRC2 Framework – Chapter Highlights

• Chapter 1 – Climate & Air Quality: Greenhouse Gas Emission Inventory, air quality, and general education.

• Chapter 2 – Economic Development: Commercial and residential development and planning.

• Chapter 3 – Energy: Village-wide energy usage analysis and inventory, green team, and emissions targets.

• Chapter 4 – Land: Native Habitats, green space, sustainable land use.

• Chapter 5 – Leadership: Village programs and initiatives (Neighborhood storage project, Master Bike & Active Transportation Plan, etc.)
GRC2 Framework – Chapter Highlights Continued

• Chapter 6 – Mobility: Bicycle and pedestrian transportation, infrastructure, and Village policies.
• Chapter 7 – Municipal Operations: Village facilities, fleet, and staffing.
• Chapter 8 – Sustainable Communities: Housing, Village policies, and native habitats.
• Chapter 9 – Waste & Recycling: refuse/recycling programs and composting.
• Chapter 10 – Water: Water Plant operations and the Neighborhood Storage Project.
Major Components of Draft Sustainability Plan

• The Sustainability Plan includes an executive summary of the plan, an introduction section, all ten GRC2 chapters, and several appendices including contributors to the plan, a list of acronyms, notable background information, and the GRC2 framework spreadsheet.

• Chapters of the Sustainability Plan include the following sections:
  • **Introduction** – General information pertaining to the category and its role in the sustainability sphere.
  • **Existing Conditions** – The status and current conditions of this sustainability topic within Wilmette.
  • **Goals** – What the Sustainability Plan hopes to accomplish.
  • **Recommendations** – Potential options for how the Sustainability Plan can accomplish said goals.
  • **References** (Only chapters 5 and 10) – General resources pertaining to this sustainability topic.
Recommended Implementation Priorities

• **Renewable Energy**
  • Staff is working with NIMEC to competitively bid residential accounts as part of a municipal aggregation program.

• **Urban Forest Preservation**
  • Land Use Committee is scheduled to meet on October 21 to begin a review of the Village’s tree protection ordinances

• **Native Habitats**
  • The EEC will be tasked with researching policy options and recommendations pertaining to native habitats. EEC reports will include comprehensive background information on the topic within the Village, community feedback, and policy recommendations with supporting research.
  • First update will be provided to the Administration Committee in 6 months
Near-Term Action Items

- Village staff will begin work on a multitude of sustainability initiatives and provide an update to the Administration Committee as part of the EEC’s six-month status report:
  - Composting – Review whether a year-round residential and commercial program is viable.
  - Consolidating Village Code Changes– consolidate all suggested amendments to the Village code and review with the Administration Committee to determine priorities.
  - Intergovernmental Cooperation – explore areas of potential cooperation and explore feasibility of hiring a shared Sustainability Coordinator.
  - Benchmarking/Measurement – Explore best methods to benchmark the Village’s current greenhouse gas emissions.
  - Residential Sustainability Scorecard - with the EEC, develop a scorecard that residents can use to track their sustainability efforts.
Initiatives Underway

• Village staff have begun work on the below initiatives, project updates will be included in the EEC’s six-month status report.
  • Active Transportation Plan – Village consultant is working on a five-year implementation plan.
  • Electric Vehicle Charging Stations – partnership with Park District to install a vehicle charging station at Village Hall.
  • Public Education – enhancing Village communications to include more information on sustainability initiatives.
Examples of Initiatives Previously Implemented

2019

- **Waste & Composting**: Village-wide residential composting program launched in April. Our current composting program runs annually from the first full week of April to the last full week of November.

2020

- **Green Fleet**: Trustees approved the purchase of four Hybrid Police Utility Interceptors.
- **Green Energy**: Secured a three-year contract to provide renewable energy at the Water Plant and Stormwater Pumping Station which saved $24,000 in electrical costs.
- **Green Roofs**: New green roofs were installed at the Water Plant.
- **Stormwater**: Rain gardens planted with pollinator-friendly perennials were installed throughout the Village.
- **Landscaping**: Partnered with the Wilmette Harbor Rotary Club to install 1,300 sustainable perennials around the Village Hall.
Next Steps

• A resolution will be placed on the September 28, 2021 Village Board meeting agenda to formally adopt the Sustainability Plan.

• Staff and the EEC will continue work on implementation priorities, near-term action items, and a research progress report to be provided within six months.
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EXECUTIVE SUMMARY

On August 28, 2018, the Wilmette Village Board endorsed the Greenest Region Compact (GRC) to address environmental sustainability issues of global importance at the local level. The GRC encourages each of its members to develop a Sustainable Communities Strategic Plan. This Plan has been developed by the Wilmette Environmental and Energy Commission to address the specific environmental issues identified in the GRC. Each of the ten chapters in this Plan identifies environmental issues unique to the Village of Wilmette along with a corresponding set of recommendations to address these issues moving forward with the goal of reducing the environmental footprint for the Village of Wilmette, thus making the Village a better place to live and work.
INTRODUCTION

The Village of Wilmette
The Village of Wilmette is located on the western shore of Lake Michigan and is a near northern suburb of Chicago about 14 miles north of Chicago's downtown district. It was officially incorporated on September 19, 1872, as the Village of Wilmette. The postwar need for housing led to a housing boom in the 1950s that transformed the area west of Ridge Road from farmland to residential subdivisions. As a direct result of this housing boom, Wilmette’s population grew from 18,162 in 1950 to 28,268 in 1960. Based on the 2010 census the population was 27,087. In 2007, Wilmette was ranked as the seventh best place to raise children in the U.S., according to Business Week. In 2015, Wilmette was ranked the best place to live in the State of Illinois based on a variety of factors including its low unemployment rate, median income, low housing vacancy rate, high education expenditures per student, low crime, and short commute times. Wilmette is home to 2 of Illinois’ 17 elementary schools to be awarded the 2017 National Blue Ribbon award. Students in Wilmette attend New Trier High School. In 2016, Newsweek magazine ranked New Trier as the top open enrollment high school in Illinois and the 17th best high school in the country. There are two private high schools located in Wilmette. The Wilmette Park District owns and operates a public 18-hole golf course in West Wilmette. There is a large park along the Lake Michigan shore with several neighborhood parks, a recreation center, outdoor pool, and an indoor ice rink. The Village of Wilmette’s public transportation is supported by four Pace Bus routes (213, 421, 422, and 423), the Linden Station stop on the CTA's Purple line, and Metra's Union Pacific North (UP-N) line.

The Greenest Region Compact
The Metropolitan Mayors Caucus created the Greenest Region Compact (GRC) to address environmental sustainability issues of global importance at the local level. The Greenest Region Compact, an update to the original pledge and sometimes referred to as the Greenest Region Compact 2 (GRC2), is built on important environmental initiatives already underway in communities in partnership with many non-profit, state, regional and national organizations. The Greenest Region Compact synthesizes sustainability goals already adopted by leading communities in the region; and these consensus goals align with common regional, state, national and global objectives. The Greenest Region Compact offers a companion Framework, in the form of a spreadsheet, to guide communities of all sizes and strengths to assess their current efforts, develop a sustainability plan suited to local priorities, and offer resources to help them succeed. The consensus goals of the Greenest Region Compact will guide coordinated efforts toward enhanced quality of life for residents, protection and stewardship of the environment, and sustainable economic vitality. On August 28, 2018, the Wilmette Village Board endorsed the GRC and tasked the Environmental and Energy Commission (EEC) to make recommendations to the Board on how best to implement the GRC. This Plan contains the EEC’s recommendations to the Board.
CHAPTER 1 – CLIMATE & AIR QUALITY

1.1 Introduction

The GRC2 framework divides Climate and Air Quality into 4 subcategories for consideration and action:

Greenhouse Gases (GHG): In terms of the concept of “sustainability,” it is broadly understood that anthropogenic releases of GHG (primarily CO2 and methane) are driving climate change, which will alter the Earth’s ecosystem and threaten that ecosystem’s ability to support the current level of human population. Global elimination of anthropogenically-driven GHG emissions is necessary to sustain a livable environment as we know it. Wilmette and its residents can reduce GHG emissions by using non-fossil fuels for heating, electrical power and transportation.

Air Quality: Clean air is a key to a healthy environment. This is an area where regionally coordinated standards and activities are necessary. Reduction in fossil fuel emissions, volatile organic compound (VOC) emissions and proper indoor air treatments are actions which Wilmette and its residents can undertake locally.

Resiliency: Climate change is currently observable and impacts are likely to increase during the next 30 years. We already see warmer average temperatures, extreme heat days, and more frequent violent weather events. Weather-sensitive infrastructure and public safety must be examined and modified for readiness. Provisions are needed for citizens who have less capability to adapt to extreme weather.

Education and Outreach: Engaging the public in the concept of sustainability and climate change is necessary to develop support for broad government, community and individual action. Wilmette can educate its residence on the necessity of a sustainability focus, and can join with other communities and organizations to support and influence broader activity.

1.2 Existing Conditions

Greenhouse Gases:  https://www.unep.org/emissions-gap-report-2020  On a global level, the UN reports that despite a brief COVID-19 related dip in GHG emission, the world is still heading for a temperature rise in excess of 3 degrees C this century. However, there are multiple governmental/industry commitments and new technologies that may bring about the necessary net-zero emissions goals. Wilmette has formally and informally initiated a host of green initiatives many of which impact GHG emissions. See the Village’s Green Initiative webpage at https://www.wilmette.com/green-initiatives/. Several community organizations are active in promoting residential use of
solar energy from installed systems and the newly authorized community solar remote locations.

**Air Quality:** A number of Wilmette’s green initiatives are intended to improve air quality. [https://www.wilmette.com/green-initiatives/](https://www.wilmette.com/green-initiatives/) Wilmette enjoys relatively good outdoor air quality because: its electrical energy-caused GHG emissions comes from distant power plants; it has minimal industry; there is a substantial urban forest; and it is close to Lake Michigan.

**Resiliency:** Wilmette’s substantial investment in an improved stormwater system will provide increased resiliency in the face of anticipated increases in severe storms. There are no specific programs focused on residents who may have difficulty in coping with climate change-related emergencies.

**Education and Outreach:** Wilmette actively engages its residents in its green initiatives through its website and periodic newsletters. Its endorsement of the GRC2 and progress in development its own sustainability plan is testament to present and future education and outreach intentions.

### 1.3 Goals

#### 1.3.1 Greenhouse Gases:

1.3.1.1 Develop a feasible method of measuring Wilmette’s GHG emissions.

1.3.1.2 Consistent with GRC2, reduce Wilmette’s GHG emissions 45% from 2010 levels by 2030 and reach net zero emissions by 2050.

#### 1.3.2 Air Quality:

1.3.2.1 Reduce Village and resident practices that negatively impact air quality.

1.3.2.2 Join with area partners in addressing air quality issues.

#### 1.3.3 Resiliency:

1.3.3.1 Modify Village infrastructure as necessary to withstand climate change impacts.

#### 1.3.4 Education and Outreach:

1.3.4.1 Engage the Wilmette residents in climate change mitigation and adaptation.
1.3.4.2 Engage local and state partners in climate change mitigation and adaptation.

1.4 Recommendations

1.4.0 General:

1.4.0.1 Continuously coordinate and build on initiatives and best practices among branches of government.

1.4.0.2 Establish a policy of considering the sustainability impact of every governmental decision.

1.4.1 Greenhouse Gases:

1.4.1.1 By 2022, determine what data Wilmette will use to measure its status and progress in GHG emission.

1.4.1.2 Maximize Village, business and residents’ use of locally installed and community solar.

1.4.1.3 Monitor technology and determine what clean energy sources besides solar could be used to reduce fossil fuel-produced energy.

1.4.1.4 Develop standards and practices in Village buildings and operations consistent with net zero GHG emissions.

1.4.1.5 As feasible, join with other area governmental and community organizations to maximize use of clean energy sources.

1.4.2 Air Quality:

1.4.2.1 Establish ordinances and policy to reduce the use of high-GHG emitting small engines by the Village, residents, and contractors.

1.4.2.2 Consider limitations/standards for residents’ use of fire pits.

1.4.2.3 Determine whether Wilmette should increase its participation in area organizations focused on improving air quality.

1.4.3 Resiliency:
Wilmette Sustainability Plan

1.4.3.1 Develop a plan to address infrastructure and safety threats from extreme weather events; the plan should include all branches of Wilmette government and its residents

1.4.3.2 Continue the improvement of Wilmette’s stormwater management system

1.4.4 Education and Outreach:

1.4.4.1 Continue and enhance the Village’s website on “green initiatives” and emphasize the necessity of reducing the threat of climate change.
CHAPTER 2 – ECONOMIC DEVELOPMENT

2.1 Introduction

A community's economic development strategy can support principles of environmental sustainability, or not. To give a clear example: commercial and residential development that removes native flora and increases water-impermeable surfaces is less environmentally sustainable than commercial and residential development that minimizes those types of impacts.

Sustainability in the GRC2 Economic Development category includes: coordination with local businesses, development of a “green workforce,” attracting clean energy commercial development, green “innovation,” promoting and recognizing commercial sustainability practices, usage of local goods and services, creating a “green” community reputation or “brand,” and an economic ecosystem that is stable, prosperous and supports sufficient wages within the community.

2.2 Existing Conditions

Wilmette is a residential community and derives 22% of its budget revenue from property taxes. Important economic activities include: retail stores, service providers for residents, pre-K-8 public and private education providers, residential maintenance services, home reconstruction and replacement, and the Water Treatment Plant (a revenue-producing outlier).

Recent Wilmette Village President and Trustee candidates agreed that the long term increase in online shopping, consolidation of retailers and service providers, and the reduction in mass transit usage have negatively impacted local businesses. When the coronavirus pandemic fades the immediate situation will improve, especially for food service, but the long-term trends will probably continue. The Village is in the process of developing a comprehensive Master Plan.

Wilmette’s commercial activity in concentrated in the following areas:
- Downtown/Green Bay Road Corridor centered around Village Hall and the Metra UP North Train Station;
- Plaza del Lago shopping center on Sheridan Road at the northern border of the village;
- Edens Plaza shopping center located at Lake Street and the Edens Expressway
- Linden Square adjacent to the Linden CTA terminal at Linden Avenue and 4th Street

With parks on the lakefront and within the Village, and a substantial commitment to its park and parkway urban forest, Wilmette prides itself on its beauty and green initiatives
(see Village Services > Green Initiatives on its website.  https://www.wilmette.com/visitors/.
As a long-time qualifier for Tree City USA, Wilmette provides exceptional maintenance for the trees on its properties. However, compared to neighboring communities of Winnetka and Glenview, it provides less oversight for the large percentage of its urban forest contained on private property.

A significant program has been developed by the not-for-profit community group Go Green Wilmette which educates, certifies and promotes businesses which practice specific sustainability practices. 13 local business are currently participating.

The Village is promoting the use of local goods and services, and tourism featuring natural and cultural assets of the community in partnership with:

- Wilmette Kenilworth Chamber of Commerce
- Village of Wilmette Historical Society
- Wilmette Park District

Wilmette has shown leadership in supporting expanded job opportunities and sufficient wages by opting into the Cook County minimum wage and sick time standards.

2.3 Goals

2.3.1 Maintain a local economy with public services, private businesses and residential practices that support and promote principles and practices of environmental sustainability.

2.3.1 Enhance and promote a community brand and reputation for its environmental practices and leadership, and its abundant natural resources available to residents and tourists.

2.4 Recommendations

2.4.1 Plan and manage commercial and residential development to enhance environmental sustainability.

2.4.2 Attract and retain business that practice and promote sustainability.

2.4.3 Enhance a community brand that features Wilmette’s natural and cultural assets. Consider increased environmental oversight of trees on private property.

2.4.4 Attract visitors with the natural and cultural assets of the community.

2.4.5 Encourage green innovation among residents and local businesses.
2.4.5 Promote local goods and services.

2.4.7 Develop and adopt a Master Plan that assures economic stability and sufficient wages while supporting environmental sustainability.
CHAPTER 3 – ENERGY

3.1 Introduction

Per the recent signatory of the Greenest Region Compact 2 (GRC2) and the resolution adopted by the Village of Wilmette, this report is provided by the Environmental and Energy Commission as recommendations to address the Energy category of the Greenest Region Compact 2. This report will discuss the Village of Wilmette (property, buildings and contents, street-lights, motor vehicles and heavy equipment that is owned, operated or under the control of the Village of Wilmette) and Other Village Services/Private (everything in the Village that is not defined under public – i.e.: all business and residential real estate, vehicles, energy utilizing devices etc.) sectors and make recommendations for improvements to become a more sustainable community with regards to energy. This Energy Chapter must be read in tandem with the Climate Chapter as Energy and Climate will be closely aligned in Recommendations and Goals.

3.2 Existing Conditions

In 2011, a Greenhouse Gas Inventory Report was written for the Village of Wilmette that included an evaluation on electricity and natural gas used from 2008 through 2010. From this evaluation, it was determined that over half of the greenhouse gas emissions came from electricity use and a third of the emissions came from natural gas use. Most of the electricity used was by residential and small businesses with Government use the third highest user.

Electricity use is the main contributor to CO2 scope 2 emissions (emissions generated by the power plants) and the combustion of natural gas in boilers is the main contributor to CO2 scope 1 emissions (emissions generated on-site where the boiler is used). The Village of Wilmette can reduce these emissions through the reduction of electricity and natural gas use and through energy efficiency programs. While the report discussed above showed that most of the electricity use came from residents, the recommendation is for the Village to work in a multi-faceted manner to address improvements in all sectors. It is recommended that improvements be made in these three areas – (1) actions the Village can to take to impact their own energy usage, (2) collaboration with other large energy users in the Village (Village services – schools, parks, library, and large and small businesses) to gain energy reductions and (3) resident education and outreach to encourage reduction and efficiencies.

1 Greenhouse Gas Inventory, Village of Wilmette, EEC, November 28, 2011
3.3 Goals

3.3.1 Assess Village of Wilmette municipal energy use, develop and implement reduction strategies.

3.3.2 Set % reduction goal and timeline to align with Climate Change goals.

3.3.3 Educate others within the Village around energy reduction.

3.4 Recommendations

Manage and Reduce Village of Wilmette Use of Energy

The energy used by the Village must be understood in quantity and use type so that reductions and efficiencies in energy use can be realized. An energy use reduction goal should be set to align with the GHG emissions reduction identified in the Climate Category goals.

3.4.1 Benchmark Energy Use

A new energy use study should be completed for 2021 to compare to the 2011 report. It is expected that there should not be a large difference between the rankings of the largest users of energy from 2011 to 2021. However, updated information is needed to move forward with accuracy in the recommendations to reduce use. This energy use benchmark will identify all of the Wilmette energy users and the Public Sector use data can then be analyzed. An Energy Use study should be completed annually so trends and improvements/reductions can be tracked.

3.4.2 Set an Energy Reduction Goal

Consistent with GRC2, reduce Wilmette’s GHG emissions 45% from 2010 levels by 2030 and reach net zero emissions by 2050.

3.4.3 Conduct an Energy Audit and Implement Actions from Audit

An energy audit should be conducted, by a third party, of all Public Sector buildings, facilities, equipment and any other public operations. Energy reduction and energy efficiency strategies to Village owned facilities and equipment identified in audit should be implemented. The strategies/projects should be prioritized with those that are either no/low cost, have the best return on investment or those that have the greatest energy reduction impact should be evaluated first getting the highest priority. Other projects should be included in a budget for longer-term implementation.

3.4.4 Develop Village Internal Policies and Outreach for Energy
Energy use reduction should be evaluated with every capital project to ensure energy reductions and efficiencies are considered during the development and implementation phase. Internal policies for energy use should be developed (ex: power down equipment and turn off lights when not in use). Internal sourcing policies should be developed to source energy star equipment or other reduced energy use equipment.

3.4.5 Renewable energy purchase should be evaluated as the source of electricity for the Village municipal buildings. Education on the purchase of renewable energy should occur to other public and private entities with an investigation into the option of electrical aggregation. Additional information on renewable energy and electrical aggregation is found in Appendix C.

Collaborate with Other Stakeholders in the Village That Have the Greatest Impact on Electricity Use

Other Village services (schools, park district, library) as well as large business, currently act on their own regarding electricity use. With collaboration between these large electricity users, an understanding of electricity projects could be understood and efforts to reduce their usage should be shared.

3.4.6 Develop Green Team
A green team could be developed with members from the D39 School District, Library, Park District and large business that use a lot of electricity. The purpose of the team would be to collaborate on electricity reduction strategies and share best practices. The reduction of energy use by these other large electricity users would help reduce the overall electricity use footprint in the Village of Wilmette.

3.4.7 Obtain Energy Saving Commitments
Working with these other members of the Village, develop goals and commitments in line with the climate goals.

Develop Education and Outreach Tools for Residents and Small Businesses

3.4.8 Develop an Outreach and Education Campaign for Residents, Small Businesses and Building Landlords.
Outreach would involve education on (1) why to reduce energy use, (2) contacts to conduct an energy audit, (3) upgrading to energy efficiency appliances and other equipment, (4) use of renewal energy (solar / community solar).\(^2\) Develop an energy reduction awareness program for local businesses who reduce their

\(^2\) Community Solar Subscription Opportunity Assessment: Village of Wilmette, Proposal
energy the most from a given benchmark. Keep all stakeholders informed on the total impact of the energy reduction.

3.4.9 Expedited the Permit Approval Process for Projects with an Impact on Energy Permit request for projects that have an impact on energy reduction, renewal energy install or replacement of equipment with more efficient units shall be fast tracked and approved by the Village in a more expeditious manner. Permit fees assessed could be reduced for these types of projects.
CHAPTER 4 – LAND

4.1 Introduction
Wilmette has a total area of 5.409 square miles (14.01 km²) and hosts a wide variety of natural resources and amenities, including a well-developed urban forest with more than 17,600 trees comprising 150 varieties in its parkways alone.

The Wilmette Park District oversees over 300 acres of parks and open land including Gillson Park and Beaches; Keay Nature Center; and a portion of the Green Bay Bike Trail. Neighborhood parks can be found in 20 locations throughout the village.

The consensus goals of the Greenest Region Compact aim for enhanced quality of life for residents; protection and stewardship of the environment and sustainable economic vitality. The EEC strongly endorses the consensus goals for Land, and aims to model best management practices within the Greenest Region Communities by:

• Encouraging strategic development that upholds sustainability principles
• Conserving, restoring and enhancing natural features and ecosystems
• Supporting networks of accessible, well-used, and enjoyable parks
• Sustaining a robust urban forest canopy
• Sustaining beautiful landscapes that provide ecosystem services
• Achieving greater livability through sustainable land use and housing policies
• Cultivating a conservation ethic in the community.

Healthy ecosystems and natural spaces improve the quality of our drinking water, our food, and the air we breathe. Natural systems with a high diversity of plants and animals, or high biodiversity, tend to be healthier, more productive, and better able to adapt to challenges like climate change. In fact, healthy ecosystems can provide 37% of the mitigation needed to limit global temperature rise, according to a 2019 United Nations report. Natural landscapes also absorb a significant amount of storm water.

Global biodiversity is declining at unprecedented rates, but we have the opportunity at a local scale to help reverse this decline. Pollinators such as bees and butterflies have evolved to utilize the flowers and pollen that are indigenous to the upper Midwest. Thus, including native plants in our landscaping will provide habitat for these critical components of global biodiversity. Birds, butterflies, and wildflowers not only represent healthy nature, but they provide joy and beauty and enhance the quality of our lives.

Another component of our suburban landscape is the care of our lawns, which currently relies heavily on two-stroke, gasoline engines and chemical inputs. These engines are the dirtiest and loudest of existing technology and contribute significant amounts of carbon dioxide, volatile organic compounds, particulate matter, and nitrous oxides to our air. These pollutants are especially harmful to the elderly, the young, and those suffering from emphysema, bronchitis, and asthma. The excessive noise created by
these engines contributes to stress-related illnesses such as high blood pressure, sleep disruption, and lost productivity, as well as hearing loss for those using the equipment. Fortunately, newer technologies can replace these older, dirtier machines.

Organic lawn care practices use natural fertilizers and ecological principles to provide healthy lawns with many fewer chemical inputs. We can shift our lawn care culture from focusing on immaculate tidiness to focusing on healthy green spaces that cultivate life whether through thriving lawns or species-rich gardens. This shift would improve the health and biodiversity of our landscapes and improve the quality of our lives.

4.2 Existing Conditions
Most green space within the Village of Wilmette – whether residential yards or public open space – is comprised of lawn monocultures and is maintained using gas-powered, two-stroke equipment and heavy chemical inputs.

Our urban forest is valued and supported by residents and village staff alike. Staff are knowledgeable, helpful, and work hard to maintain our older trees and promote the planting of new trees.

The Village actively supported the preservation and restoration of the Elmwood Dunes Preserve in 2013, which provides beauty, respite, and beach (but not swimming) access for residents and visitors, as well as providing habitat for birds, butterflies, other pollinators, and hundreds of native wildflowers and grasses. The community strongly supports this preserve, and volunteers regularly contribute to its maintenance.

4.3 Goals

4.3.1 The Village of Wilmette aims to improve the quality of our air and water, to reduce our community’s greenhouse gas emissions, and to increase the degree to which our green spaces support ecosystem services and biodiversity.

4.3.2 By 2025, our biodiversity goal is to achieve Community Wildlife Habitat certification through the National Wildlife Federation’s certification program. This would require approximately 200 residential properties, five schools, and eight public spaces to include native habitat, water, and shelter on their grounds. The full requirements can be found here or in the appendix: www.nwf.org/CommunityWildlifeHabitat/.

4.3.3 By 2030, our goal is to have 100% of village-owned property and 50% of residential properties using sustainable landscape methods that include non-gas powered equipment and reduced chemical inputs, as described below.

4.4 Recommendations
4.4.1 Manage Public and Private Landscapes to Optimize Ecosystem Services and Support Biodiversity

Model best practices on village property.

1. Build on and showcase the success of Elmwood Dunes, the Fire Station prairie garden, and the Village Hall sustainable landscaping to incorporate native plants, rain gardens, and permeable hardscapes into at least 70% of the landscaping at village-owned properties.

2. Offer at least one native species on the Co-Op Program. Plant at least 50% natives each year through the parkway tree planting program.

3. Encourage and incentivize the incorporation of native plants, rain gardens, and permeable hardscapes on private property, including residential, business, and no-profit properties.

4. Continue funding the residential Green Infrastructure program; see Chapter 10 for the specific details of this program.

5. Work toward community wildlife habitat certification through the National Wildlife Federation’s Community Wildlife Habitat program (www.nwf.org/CommunityWildlifeHabitat/).

6. Continue work on the National Wildlife Federation’s Mayors’ Monarch Pledge, specify which action items Wilmette will take, and implement these actions (www.nwf.org/mayorsmonarchpledge).

7. Education through the Communicator and other outlets about the value and beauty of natural yards.

8. Co-sponsor the Go Green Wilmette Sustainable Yards Tour and Native Plant Sale.

9. Change the zoning code or use the new Stormwater Utility Fee to incentivize native landscaping, rain gardens, and permeable hardscapes.

10. Review current zoning code to remove any restrictions on the incorporation of native plants into residential landscapes.

11. Educate residents about the identity of and harm caused by invasive species, and encourage their removal.

12. Encourage and support the use of native plants and rain gardens within residential parkways.

13. Consider adding a minimum requirement of 50% native species to section 20-15.5(k) of the village code that addresses plant diversity requirements for developments.

14. Consider adding a minimum requirement of 50% native species to section 20-15.9(f) of the village code that addresses plant coverage in parking lot islands.

15. Consider adding a minimum requirement of 50% native species to section 20-15.10 of the village code that addresses plant coverage in buffer yards.

16. Remove the phrase “neat and orderly” from section 20-15.4(d) that addresses the maintenance of plant materials.

17. Develop effective incentives to support section 20-15.5(j) of the village code, which reads thus: “Energy Conservation. Plant material placement should be designed to reduce the energy consumption needs of the development. In
addition, landscape designs must take into account and make an effort to implement sustainable design standards, where appropriate."

Protect existing green spaces from development or degradation, and support such protection by partner agencies.
1. Partner with IDOT to remove invasive species from highway shoulders that lie within Wilmette.
2. Ensure that any destruction of green space that requires a village permit provides compensation to the community for its loss.

Strengthen the existing Village tree ordinance.
   a. To ensure the following:
      i. The region’s tree population is broadly understood and valued.
      ii. Collaborative management opportunities are identified and enacted.
      iii. Measurable improvements toward the health and vigor of the region’s trees are identified and established.
      iv. Public awareness and support is developed to maintain our urban forest and enhance its health for the future.
2. Create a tree ordinance page on the website so residents can easily access it.
3. Provide education to residents about protecting trees generally and especially during construction.
4. Consider strengthening the Village’s tree protection ordinance, possibly mirror the ordinance off of surrounding communities ordinances.
5. Consider adding a part-time tree inspector position to help monitor active construction sites and enforce the Village Code when necessary.
6. Consider revising the Village’s tree protection ordinance to require the canopy coverage worksheet to be completed by a Certified Arborist.

4.4.2 Manage Cultivated Landscapes Sustainably

Model best practices on village property
1. Transition to the use of battery-powered lawn care equipment on village property such as at Village Hall, the Fire Station, and the Police Station. Work with Park District to transition their practices as well.
2. Minimize the use of fertilizer on village property, and transition to organic fertilizers that result in minimal run-off to waterways.

Encourage and facilitate best practices on residential properties
1. Education through the Communicator and other outlets about the community health benefits of sustainable landscaping.
2. Develop incentives for landscape companies to transition to battery-powered equipment and minimal/organic fertilizer use. Possible ideas: A tiered pricing system for licensing that rewards demonstrated training in, and use of, battery-powered equipment and minimal/organic fertilizer. List sustainable companies on the village website, to allow residents to choose companies using sustainable practices.

3. Co-sponsor a workshop to train landscape companies and municipalities in the successful transition to battery-powered equipment.

4. Partner with neighboring communities to develop incentives for landscape companies, so that there is more leverage to effect change.

5. Remove public parks and golf courses from the list of places exempted from the current gas-powered leaf blower restriction.

4.4.3 Encourage Locally-Grown Food

1. Consider allowing residents to keep egg-laying hens by adding them to the list of exempted animals under section 4-2.3 of the Village Code.

2. Support residential vegetable gardens, which can be difficult in many Wilmette yards due to heavy shade by older trees. Encourage front-yard and parkway gardens and provide education and resources to help residents learn how to grow food under shady conditions.

3. Provide space on Village property for community gardens, or support and encourage the Park District to increase the number of community gardens on park district land.

4.4.4 Protect Open Space

1. Continue supporting volunteer engagement in the maintenance of Elmwood Dunes Preserve. More actively promote volunteer events and celebrate the preserve.

2. Where opportunities like Elmwood Dunes Preserve arise in the future, preservation and restoration should be top considerations.

3. Require compensation for damage to natural areas, wetlands, and other storm water retention areas, in cases where private or other governmental entities propose to damage or destroy green space within the village, and where village permitting will be required.

4.4.5 Protect and Restore Soil Integrity.

Enforce strong rules that are effective in preventing construction runoff.
CHAPTER 5 – LEADERSHIP

5.1 Introduction
The Village of Wilmette has taken some important steps to support the GRC2. Up until 2021 the Village had sponsored Going Green Matters, the annual environmental fair organized by Go Green Wilmette. This event made information about sustainability available to the public and in 2020 included information about the GRC2 and steps Wilmette is taking to implement it.

5.2 Existing Conditions
With social distancing concerns due to the pandemic, Going Green Matters has been replaced in 2021 by a series of webinars on sustainability topics with outside speakers and co-sponsored by Go Green Wilmette and Village staff. Attendees come from Wilmette and also from neighboring communities. As well as informing the public, these webinars facilitate sharing of information about possible ordinances to address sustainability issues such as managing emissions from leaf-blowers and encouraging dark skies.

A Greenhouse Gas Inventory was completed in 2011 and is being updated by Village staff. Given that the basic nature of the village is residential, as it was at the time of the last inventory, it is expected that the results will indicate that residential energy use for heating, cooling, appliances, and technology will remain the largest contributor to greenhouse gases.

The Village of Wilmette has achieved Silver status in the U.S. Department of Energy’s SolSmart program, which streamlines the application process for solar installations.

The Wilmette Village Board unanimously approved the Master Bike and Active Transportation Plan in first quarter 2021.

The West Side Neighborhood Storage Project began construction in 2020; this project aims to better manage stormwater runoff throughout the Village. As part of the project, the Village entered into an intergovernmental agreement with the Wilmette Park District and Wilmette School District 39.

5.3 Goals

5.3.1 Partner with local schools, the library and the park district to encourage sustainability in Wilmette.

5.3.2 Partner with other local governments to achieve efficiency and sustainability in the region.
5.3.3 Work with other local environmental commissions to share ideas and encourage a regional approach to sustainability.

5.4 Recommendations

5.4.1 Continue to co-sponsor the sustainability webinar series with Go Green Wilmette and share information with other communities about ordinances that can address specific sustainability issues.

5.4.2 Include local schools, the library and the park district in planning to make Wilmette a more pollinator and bird-friendly community, encourage active transportation, and reduce greenhouse gas emissions.

5.4.3 Consider joining with Evanston or other nearby communities to form a consortium to purchase renewable energy credits.

5.4.4 Work to achieve Gold status with SolSmart.

5.4.5 Consider a program to encourage residents to subscribe to community solar through the Clearway Energy/Trajectory Energy Community solar program.

5.5 References

Metropolitan Mayors Caucus, Greenest Region Compact, Web Site
https://www.wilmette.com/village-services/stormwater-improvement-project/
https://www.wsnsp.com/
CHAPTER 6 – MOBILITY

6.1 Introduction

The Village of Wilmette has about 87 miles of roadway and 166 miles of sidewalk. The Village is located close to the City of Chicago and its more than 27,000 residents are served by CTA’s Purple Line, Metra’s commuter train, as well as PACE bus service. While many of the Village’s residents use public transportation services for their daily commute, a significant portion of residents also use their personal vehicles as their primary mode of transportation. Bicycles on the roadways are increasingly common, both for recreation and transportation. Pedestrians of all ages walk regularly throughout the Village for exercise and to go to school, restaurants, and local establishments.

Bicycle and Pedestrian Transportation
The Village of Wilmette Master Bike and Active Transportation Plan prepared by Village staff along with consultant CivilTech along with the Active Transportation Alliance has identified challenges for pedestrians and cyclists throughout the Village. This plan was recommended for approval by the Transportation Commission and the Village Board of Trustees in February 2021. The Master Bike and Active Transportation Plan was adopted by the Wilmette Village Board of Trustees at their 2/23/21 meeting. This planning document and is hereby included by reference into this document. The plan identifies gaps in pedestrian and bicycle networks and recommends ways to improve safety, connectivity, and accessibility within the Village and into the surrounding communities.

6.2 Existing Conditions

Bicycle and Pedestrian Transportation
In the spring of 2018, the Village received a Bronze level “Bicycle Friendly Community” designation from the League of American Bicyclists. Areas of strength cited, compared to others with this designation, were bicycle education in schools and bicycle friendly ordinances. Areas of weakness included safety (Wilmette had almost six times the number of crashes per capita), low commuter bike ridership, bike network mileage, bicycle related transportation spending and staff, and a lack of a current bike plan.

The Village provides some bicycle parking at municipal facilities, business districts, and at the two train stations located in the Village. In 2019, 35 additional bike racks and a bike fix-it station were added throughout the Village funded through a Rotary grant secured by GoGreen Wilmette and Bike Wilmette, two local volunteer organizations committed to the betterment of the Village environs.

Transportation Infrastructure
The Village attempts, as much as possible, to maintain streets and sidewalks without harming natural resources. Safety is always the Village's priority and the Village will take necessary steps to make sure residents are safe while using the streets and sidewalks in the Village. The Village has a tree planting program in an effort to keep green infrastructure elements into roadway design. The Village attempts to incorporate as many sustainable elements as possible during all capital improvement planning efforts and is currently developing a green infrastructure handbook. The Village is currently evaluating the feasibility of introducing electric charging stations at municipal and public parking facilities. The Village also maintains synchronized traffic lights to encourage efficient traffic flow and reduce vehicle idling at intersections. The Village continually coordinates with regional agencies to encourage transit, pedestrian, and bicycle mobility in an effort to make alternative modes of transportation accessible to residents. The Village is continually expanding its Safe Routes to School program and is finalizing its Master Bike and Active Transportation plan, as referenced above.

Policy
The Village continually seeks State and Federal grants to help fund transportation system improvements. The Village has adopted anti-idling policies for Village vehicles and around schools. The Village has also adopted a Complete Streets policy to be considered for implementation during any upcoming reconstruction or rehabilitation projects. The EEC strongly encourages that this policy be adhered to and policed in good faith. The policy could be strengthened to require more specific accommodations and to be referred to an independent body when deemed appropriate.

The Village has policies that encourage Village employees to use alternative modes of transit to commute to work and to encourage residents to use alternate transportation (walking, PACE, bicycle) for public events.

6.3 Goals

The goal of the Village regarding mobility should include the following items:

6.3.1 Improve access to alternative transportation to Village residents;

6.3.2 Educate Village residents about the benefits of using alternative transportation (personal and environmental);

6.3.3 Reduce traffic congestion;

6.3.4 Reduce vehicle idling;

6.3.5 Encourage residents to have vehicles with alternative fuels; and
6.3.6 Maintain a transportation infrastructure that is in good state of repair, sustainable, and accommodates all modes of transportation.

6.4 Recommendations

Bicycle and Pedestrian Transportation

6.4.1 It is recommended that the Village should work with relevant local organizations such as Bike Walk Wilmette, Bike Walk Wilmette, Go Green Wilmette, and the Active Transportation Alliance to earn and maintain bicycle and pedestrian friendly community designation by 2025. The Village should also work with neighboring communities to setup a bicycle sharing program with multiple access points, similar to what the Cities of Chicago and Evanston have, allowing residents of Wilmette to have a convenient access to bicycles.

6.4.2 The Village should adopt the Master Bike and Active Transportation Plan and implement its recommendations to improve active transportation throughout the Village. The Village should encourage and incentivize residential and commercial buildings to make bicycle parking facilities available for tenants and customers. Also, the Village should provide sufficient bicycle parking sites around strategically selected areas to encourage pedestrian and bicycle usage.

Transportation Infrastructure

6.4.3 The Village should do a pilot implementation of the use of the Envision checklist and infrastructure rating system during projects of over $5M. The Envision checklist is a product of the Institute for Sustainable Infrastructure and can be found at sustainableinfrastructure.org and the spreadsheet at: https://www.asce.org/uploadedfiles/issues_and_advocacy/our_initiatives/sustainability/content_pieces/envision_checklist.xlsx.

6.4.4 The Village should introduce electric charging stations at Village-owned parking facilities by 2025. New commercial developments, including apartments and condominiums, should require electric vehicle charging stations.

Ordinance

6.4.5 The Village should develop policies that encourage alternative-fuel vehicles and electric-vehicle charging facilities in the Village and the Village should also implement alternative fuel vehicles for official use.

6.4.6 The Village should adopt a transportation asset management system (for assets such as pavement, sidewalk, etc.) to extend the life of the Village transportation infrastructure and facilitate timely repairs and preservation activities.
6.4.7 The Village should explore the use of innovative environmentally friendly designs during rehabilitation and reconstruction of transportation infrastructure.

6.4.8 The Village should maintain and enforce no-idling zones around transit stations, and schools, and consider no-idling restrictions at train crossings and in Park District facilities.

Policy

6.4.9 The Village should reevaluate its sidewalk policy that was introduced in 2016 that requires 67 percent of residents adjacent to a proposed sidewalk to sign a petition indicating they are in favor in order for the project to be presented to a committee for consideration. Development of new sidewalks should be based upon community need among pedestrians, rather than solely on the explicit approval of adjacent residents.

6.4.10 The Village should introduce policy that encourages residents to own alternative-fuel vehicles.

6.4.11 The Village should perform a study on ways to expand local transit connections to encourage the use of public transit in the Village.

6.4.12 The Village should seek ways to collaborate with neighboring municipalities and local transit authorities to improve and expand regional transit capacity to encourage the use of public transit in the region. Also, the Village should collaborate with local transit agencies to promote the use of public transit options by Village residents.

6.4.13 The Village should engage local businesses and the Chamber of Commerce to encourage flexible scheduling and telecommuting options for employees.

6.4.14 The Village should encourage walking as a mode of transportation. This can be done by prioritizing safety for pedestrians by changing the sidewalk ordinance to allow for construction of new sidewalks for school children, improving access by snow removal and landscape obstructions, and using the existing Complete Streets Policy in decision making.

6.4.15 The Village should maintain active education programs in conjunction with the school districts and private schools that inform residents of the proven health benefits of walking and biking. The program should include safety practices and laws.
6.4.16 The Village should be cognizant of special needs residents and visitors who may have additional requirements and thereby making the Village welcoming to everyone. These sensitivities should include items such as not filling handicap parking spots for snow storage; designing public places with practicable access for wheel chairs, scooters, crutches, walkers; installing pushbutton doors at the Metra station; and having a public awareness campaign possibly in the Communicator and on the Village website.
CHAPTER 7 – MUNICIPAL OPERATIONS

7.1 Introduction

The Village of Wilmette owns and operates a number of facilities which allow staff to effectively serve over 27,000 residents. Operating these facilities using sustainable, environmentally-conscious initiatives has been a priority for current and future planning.

It is imperative for the Village of Wilmette to analyze current sustainability practices, and to set goals in relation to municipal operations that are logical, cost-effective, and rewarding.

7.2 Existing Conditions

All Facilities
Currently, all Village facilities are utilizing more environmentally friendly chemicals for general janitorial services. The use of biodegradable and low VOC (Volatile Organic Compound) products are examples of the Village’s commitment to environmental friendliness. Additionally, low VOC products are used to furnish all Village facilities, leading to lower levels of atmospheric dissipation.

Village Hall
Energy-efficient lighting and motion-activated light fixtures have been installed throughout Village Hall. Efficient and motion-activated lighting has led to less total energy consumption throughout Village facilities. Additionally, an energy-efficient water heater and air conditioning compressor have been installed in 2014 and 2017 respectively. The conventional boiler was replaced with three high efficiency condensing boilers, and the installation of a roof consisting of rubber and foam board insulation has led to substantial improvements in energy consumption and total use of energy input/output.

Public Works Facility
The Public Works Administrative facility has been recognized as a LEED-certified Gold facility by the U.S. Green Building Council. The building achieved perfect or near-perfect scores due to an energy-efficient metal wall system, a glass curtain wall system, a white reflective roof system, a parking lot bioswale filter system, and dedicated alternative fuel vehicle and carpool parking spots.

Throughout the facility, motion-activated light fixtures, low E-glass windows, and energy-efficient water heaters have been installed to prevent energy loss and reduce energy consumption. In 2020, the Village took advantage of ComEd's Energy Efficiency
Program to replace the existing lighting the Public Works Truss Garage – 102 lights in total – with high-efficiency LED fixtures at no cost to the Village.

Last, a new Building Automation System (BAS) controller uses software to optimize the buildings design, leading to better control over air conditioning and heating, and saving energy by reducing energy when the building is unoccupied.

**Fire Station 26**  
The conventional hot water boiler and heating system has been replaced with high-efficiency air furnaces and air conditioning condensers. Apparatus heat was changed to high-efficiency radiant tube heaters, and the station has undergone 100% LED lighting. The new boiler, heating apparatus, and LED lighting has led to reduced rates of energy consumption and light pollution.

**Fire Station 27**  
The existing heating system was replaced with high-velocity HVAC units that use electrical reheat systems. Apparatus heat was changed to high-efficiency radiant tube heaters, and the station has undergone 100% LED lighting as well. Similar to station 26, these improvements and new installations have led to reduced rates of energy consumption and light pollution.

**Water Plant**  
Motion-sensor lighting, new water pumps, and the replacement of portable heaters with electric heaters has led to less energy consumption. The 1,200,000 BTU boiler has been replaced with a more efficient 900,000 BTU hot water boiler, resulting in a downsized boiler that uses less energy.

The incorporation of a vegetative roof completed in 2020 will reduce the overall volume of run-off, the peak volume-rate requirements for drainage systems, and contaminants in run-off water. This new roof will also increase air quality, reduce fluctuation in daily high and low temperatures, and increase the absorption of UV rays.

**Village Fleet**  
Idling Policy: The Village has adopted an Idle Reduction Policy for its employees; the only exception is for public safety vehicles that are responding to an emergency situation.

Bio-Diesel Fuel: All diesel-equipped vehicles began using a 2% bio-diesel fuel blend on January 1, 2006. For the last several years, the Village has been using a 5% bio-diesel fuel blend

Diesel Oxidation Catalysts: The Public Works Department received a grant from Clean Air Counts in the amount of $22,140 to install diesel oxidation catalysts on nine trucks.
The Village purchased four Hybrid Police Utility Interceptors in January 2020. The Village will continue to consider Green Fleet alternatives when purchasing new fleet vehicles.

**Streetlighting**
Most of the green street lights in the Village are either compact fluorescent bulbs (CFL) or LED lights; very few still have incandescent bulbs. As the older incandescent and CFL bulbs burn out, they are replaced with LED bulbs. In 2019, the Village began taking advantage of an annual incentive available through ComEd’s Energy Efficiency Program to help offset the cost of replacing older model (HID) fixtures with high efficiency LED fixtures. The Village plans to take advantage of this program each year until all remaining streetlights have been upgraded to high-efficiency LEDs. The Energy Efficiency Program will be offered at least through 2024. The Village plans to utilize GIS interns in the summer of 2021 to determine how many bulbs are left to convert, and budget accordingly.

### 7.3 Goals

**7.3.1** Engage and involve all Village staff and other governmental entities in Wilmette on sustainability efforts.

**7.3.2** Incorporate alternative fuel vehicles into Village fleets.

**7.3.3** Explore State, Federal and private grants and resources to advance sustainability efforts.

**7.3.4** Continue to track and manage data that relate to sustainable/green efforts and initiatives.

**7.3.5** Set overall municipal targets for energy and waste.

### 7.4 Recommendations

**Village Staff**

**7.4.1** Create a full-time Village-wide sustainability coordinator position. Additionally, establish an interdisciplinary team to coordinate internal sustainability efforts.

**7.4.2** Educate and train staff on sustainability practices.

**All Facilities**
7.4.3 Analyze cost and benefits of third party certifications, and Village policies such as ENVISION certification, SITES certification, and environmental purchasing policies.

7.4.4 Continue to install energy-efficient products, motion sensor lighting, and other sustainable features in Village facilities that undergo renovation.

7.4.5 Implement cost-effective and short-term GHG emission reduction measures in Village facilities.

7.4.6 Explore possible ‘smart’ technology that allows for better analysis and understanding of waste, water, fleet, air, and energy data.

Village Fleet

7.4.7 Continue to explore incorporating alternative fuel vehicles into Village fleets when the ROI is more cost-effective.

7.4.8 Seek IEPA Illinois Green Fleet certification.
CHAPTER 8 – SUSTAINABLE COMMUNITIES

8.1 Introduction
Individual choices sum to create large impacts in a community. This section focuses on three topics that affect sustainability and climate change in the Village.

Diversity of Housing Stock
Maintaining diversity of housing stock is an environmental, social justice, and historic issue. A Preservation Green Lab study\(^3\) found that reusing and remodeling existing buildings has less impact on climate, resource use, human health, and ecosystems than does building a new home. Further, increasing a home’s footprint reduces the permeable area available for planting carbon-sequestering plants and retaining stormwater. Of note is the removal or damage of large canopy trees that often occurs due to new construction.

A culture of tearing down existing homes to build larger homes that cover more open space changes the mix of diversity of housing stock available, specifically reducing the availability of smaller, more affordable homes. The destruction of older and historic homes also reduces diversity in architectural styles.

Local Food
On average, produce travels 1500 miles\(^4\) before arriving to our plates and loses many nutrients in the process. Allowing and encouraging the community to produce their own food would reduce carbon emissions and waste.

Light Pollution and Pesticide Use
Light pollution negatively affects the local ecosystem, including night pollinators\(^5\) and lightning bug populations\(^6\). Additionally, it is estimated that up to 40% of insects are forecast to become extinct in the coming decades, largely due to climate change and pesticide use\(^7\). Dangerously low insect populations\(^8\) will affect our food supply and ecosystem.

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\(^4\) [http://ngfn.org/resources/ngfn-database/knowledge/food_mil.pdf](http://ngfn.org/resources/ngfn-database/knowledge/food_mil.pdf)

\(^5\) [https://will.illinois.edu/environmentalalmanac/program/dark-skies-benefit-people-and-wildlife](https://will.illinois.edu/environmentalalmanac/program/dark-skies-benefit-people-and-wildlife)

\(^6\) [https://www.firefly.org/light-pollution.html](https://www.firefly.org/light-pollution.html)


8.2 Existing Conditions

**Diversity of Housing Stock**
The Village does not currently record housing stock or new construction in a reportable database.

**Local Food**
The Village of Wilmette specifically forbids raising or keeping animals “for the purposes of the production of goods or food,” including backyard chickens or bees (Sec. 4-26). Sec. 16-89 of the Village code appears to restrict vegetable gardening in the parkway, but residents can grow “farm and garden crops” in any yard with at least 3’ from the property line (Sec. 30-13.5).

The Wilmette Park District offers 154 community garden plots in two locations – Centennial Park and West Park. A limited number of plots are available each year, and the Park District maintains a wait list.

**Light Pollution and Pesticide Use**
There are no known data on light pollution and pesticide use throughout the Village.

8.3 Goals

**Diversity of Housing Stock**

8.3.1 Maintain and encourage diversity of housing stock – architecturally, historically, economically, and in type (e.g., single-family, multifamily, apartment buildings, etc.).

**Local Food**

8.3.2 Encourage and enable residents to grow their own food.

**Light Pollution and Pesticide Use**

8.3.3 Take proactive action to support insects by reducing light pollution and pesticide use in the Village.

8.4 Recommendations

**Encourage Diversity of Housing Stock and Reduce Tear-Downs**

8.4.1 Evaluate permeable land and tree loss data on tear-downs and project open space and housing diversity loss into the future. The Village does not
currently collect sufficient data to assess permeable/plantable land loss resulting from new construction and home expansions. Thus, the Village should begin recording the following data in a database for ease of reporting:

- Address, reason for tree removal, date, and number of trees affected;
- Tree inventory for private trees; and
  - Note, this inventory would require an additional Village employee.
- Percent permeable surface loss with new home or home renovation.

8.4.2 Review the Village Zoning Code against nearby communities with diverse housing stock (e.g., Evanston, Skokie) to determine ways to preserve housing stock diversity in Wilmette. Begin to collect tear-down and housing stock data in Wilmette to assess housing diversity through time.

8.4.3 Review the Village Zoning Code to discourage tear-downs for single-family homes.

8.4.4 Require new buildings to be LEED-certified with permeable hardscaping if the home covers a significantly larger percentage of the original home’s footprint.

8.4.5 Review/revise the Village Zoning Code and Master Plan to encourage multi-family development in Wilmette, including 3-flats and coach houses.

8.4.6 Serve as a resource and source grants to help the community make their older homes more sustainable.

8.4.7 Educate the public on local historic districts and landmark buildings.

**Encourage and Engage the Community in Sustainable Local Food**

8.4.8 Review the Village code to allow residents to raise backyard chickens.

8.4.9 Review the Village code to allow residents to raise bees.

8.4.10 Work with other Wilmette governmental bodies to increase the number and size of community gardens, ensuring that they are distributed evenly throughout the Village.

**Preserve Dark Skies and Reduce Pesticide Use**

8.4.11 Assess and adjust Village and other public lighting practices per the International Dark Sky Association (IDA)\(^9\).

8.4.12 Educate and encourage residents to turn off their porch lights when not in use.

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8.4.13 Require that private security and garage lights operate on a motion sensor.

8.4.14 Use green practices instead of pesticides to maintain public property and rights-of-way.

8.4.15 Educate residents of the dangers of home pesticide use to pollinators and insects.
CHAPTER 9 - WASTE and RECYCLING

9.1 Introduction

In the broadest sense, solid, liquid, or gaseous material that has exceeded its intended purpose is defined as waste. In addition, the excessive use of lights and the generation of high-level sounds can be considered a waste of energy. This chapter address solid waste which is commonly referred to as municipal solid waste (MSW). MSW is a broad term which includes all types of solid wastes generated from residential and commercial buildings. Liquid wastes are addressed in Chapter 10, Water, and gaseous wastes are addressed in Chapter 1, Climate.

In the course of ordinary, daily activities within the Village of Wilmette solid waste is generated by its residents and businesses. Also, things that have become obsolete, function poorly, or are no longer wanted become solid waste.

Certain steps must be applied to the management of solid wastes. First, measures should be taken to keep these wastes at a minimum. Second, these wastes must be safely stored and removed from working and living areas. Finally, these wastes must be properly disposed or recycled. All these steps help avoid pollution of the environment, endangerment of humans and other eco-receptors, and long-term adverse effects on the overall eco-system.

Ordinances, policies and regulations of the Village of Wilmette regarding the management of solid wastes must comply with applicable Federal and State laws and regulations. Illinois has three principle laws regarding solid waste management and recycling. Waste minimization is a set of processes and practices intended to reduce the amount of waste produced by reducing or eliminating the generation of such wastes at the source. Waste minimization supports efforts to promote a more sustainable community. Minimizing the production of solid wastes involves a three-fold approach:

- Reducing the procurement and acquisition of products that are in significant excess of expected utilization and consumption;
- Increasing the efficiency of utilization; and
- Diverting a significant part of the waste-stream to recycling.

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10 Wilmette Code of Ordinances, Chapter 22: https://library.municode.com/il/wilmette/codes/code_of_ordinances?nodeId=COOR_CH22REREYAWADI
11 The Illinois Solid Waste Management Act (415 ILCS 20/1 et seq.)
12 The Illinois Solid Waste Planning & Recycling Act (415 ILCS 15/1 et seq.)
13 The Illinois Environmental Protection Act (415 ILCS 5/1 et seq.)
Recycling and composting play an increasingly important role in reducing the net quantity of solid waste that requires ultimate disposal. The recycling ethic must be fostered through public policy and public education starting from childhood. The slogan, “Reduce, Reuse, and Recycle” must replace the all too common behavior of, "Discard at Will."

The disposal of solid wastes is complex from both a quantitative and qualitative perspective. Certain wastes that are toxic or hazardous must be separated from the solid waste stream. Special handling and methodology is required for the following classes of wastes:\n
• Drugs and other chemical waste that cannot be properly processed by the normal solid waste disposal system;
• Mercury-containing fluorescent lamp bulbs of all types;
• Lithium-containing batteries;
• Substances derived from automobiles, including tires and lead-acid batteries;
• Medical waste including infectious and potentially infectious materials, radioactive substances used in diagnostic testing or treatment, and hypodermic needles (also known as "sharps");
• Discarded television displays, computers, mobile cell phones, and other electronic devices banned from Illinois landfills; and
• Radioactive substances of both high-level and low-level types.

9.2 Existing Conditions

The Village of Wilmette provides residents and business the option of separating their solid wastes into trash for land disposal and recyclable materials, including, glass, aluminum and steel containers, plastic, and paper (shredded paper is excluded). Yard waste and food scrap composting is also available to all single-family homes. These solid wastes are collected by the Village’s contractor on a weekly schedule. Wheeled totes are available to residents for each of the three separate waste-streams, while most commercial customers utilize roll-off containers, commonly referred to as Dumpsters.\n
The Village also maintains a 24-hour dumpster for the collection of certain electronic devices. Additional information can be found in the “Wilmette

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\[16\] Illinois electronic recycling: https://www2.illinois.gov/epa/topics/waste-management/electronics-recycling/Pages/default.aspx
Resident Handbook”.\(^{17}\) Finally, the Village partners with the Solid Waste Agency of Northern Cook County (SWANCC) each year to host a document destruction event so that residents may shred and recycle sensitive paper documents.

**Collection**

The collection and disposal of municipal solid waste (MSW) in Wilmette may only be done by contractors who are licensed, franchise holders. Wilmette has an authorized contractor to collect MSW from single-family residences, multi-family residences including high-rise condominium buildings, and commercial buildings. Local law requires collection not less than once weekly from containers provided by the contractor. Refuse, single stream recycling, and organics (yard waste and compost) are collected on the same day by separate trucks. Trash and recycle collection are included in a monthly fee for each residential unit which is billed and collected by the Village on the quarterly water bill. Yard waste (grass clippings, small tree limbs, etc.) is also collected by the contractor in toters, bags or bundles, each requiring yard waste stickers. Residents who also want to compost food scraps are required to utilize a toter, provided by the contractor at no cost. Yard waste and food scraps can be mixed inside the toter. Yard waste and food scraps are sent to a licensed commercial composting facility. Yard waste is collected from April through November. From mid-October to early December, leaf collection from curbside piles is done by the same contractor and delivered to a composting facility.

In 2001 about 4,200 tons of compacted MSW was collected in Wilmette. By 2018, that was reduced to about 3,250 tons per year. That is almost a 25% reduction over 18 years. The regression line, calculated by the method of least-squares for the yearly data, predicts that if the same annual rate of reduction of MSW were to continue, then by 2025, the annual amount of solid waste would be 52% less than that collected in the year 2001, and it would be about 43% less by the year 2035. However, during the same time period, 2001 through 2018, the amount of material collected annually for recycling has not shown a progressive change: it has hovered around 4,325 tons. When the annual amount of solid waste collected for recycling over two decades is compared with that which was not sent for recycling, the recycling component is an increasing proportion of total solid waste.

**Special Wastes**

The following pie chart provides the types of MSW generated in Illinois for the year 2015. Paper along with construction and demolition (C&D) debris represent about 50% of all the MSW\(^{18}\).

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All of these wastes are removed by the Village's contractor. However, major construction projects must provide their own dumpsters and pay for the disposal costs.

By law, various electronic devices, including discarded television sets, computers, mobile telephones, and 14 other types are no longer allowed in municipal solid waste landfills. Liquids, used lubricating oils, fats and greases, as well as automobile tires and batteries have been excluded from licensed MSW landfills since 1996. Tire dealers are required to accept for disposal the same number of used tires as the number of new tires they sold.

Wilmette provides for the separate and anonymous collection of unused, expired, and excess drugs, including opioids, at the Police Station. Quantitative data are not available for drug nor most other items requiring special handling.

Residents can dispose of fluorescent light bulbs at the Public Works facility during regular business hours. There are data for the collection of fluorescent light bulbs; but, they are not aggregated or analyzed so as to allow assessment of any change over time.

A drop-off location for electronic devices is located at the Public Works Facility; it is open 24 hours per day to encourage residents to properly dispose of their electronic devices. For the separate collection of electronic devices, there are monthly data beginning in November of 2018. An average of 3.66 tons is collected monthly from Wilmette. That projects to an annual rate of about 44 tons from all of Wilmette.

Disposal of items that are forbidden from inclusion in MSW, such as household chemical waste, still poses a special, personal burden for persons who have limited mobility, who do not have independent transportation, or who have limited resources. These circumstances might pose a temptation to not properly segregate their solid wastes.

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19 Illinois electronic recycling: op. cit.
Refuse
Wilmette is a member of the Solid Waste Agency of Northern Cook County (SWANCC)\(^{20}\) which employs several licensed solid waste landfills in the immediate area. Landfill disposal is used for most of Wilmette's municipal solid waste (MSW). Transfer stations are generally enclosed areas where MSW is sorted for delivery to a landfill that accepts that particular type among several types of waste, e.g., non-hazardous, residential, commercial, electronic, chemical, paint, etc. The Glenview Transfer Station is a nearby, large facility that services Wilmette. Waste haulers have the ability to provide collection amounts data for refuse, recycling, and yard waste materials collected. This collection data can be utilized in an effort to minimize the amount of waste collected village-wide.

Recycling
Recycling is the preferred disposal alternative because it diverts a portion of the solid waste stream from landfills. An excellent guide to recycling, with details of what items may be recycled and how, can be found on Go Green Wilmette's website\(^{21}\). SWANCC’s website also contains a recycling guide as well as handouts that can be printed, and many different educational videos\(^{22}\).

Wilmette offers the means for recycling paper and cardboard products, glass, and cans. The amount of matter submitted for recycling is dependent primarily on the habits and behavior of individuals as well as the mix of waste materials.

Several states have laws that require a refundable deposit on containers for soft drinks and other beverages. Data show that the rate of recycling of those aluminum and steel cans, and glass and plastic bottles, about doubles when refundable deposits are required by law, the so-called "Bottle Bills." Illinois does not have such a law.

The fate of waste designated for recycling is dependent on the commercial market for the particular commodity. Recycling facilities expect a profit after expenses for collection, sorting, processing and shipment to the locale for remanufacture or alternate uses. More than one-third, and in some cases approaching one-half of such waste in the U.S., has been sold and shipped to China. In 2018 and 2019, the recycling industry in North America had a major setback when China changed its standards for materials that it would accept, thus making it more difficult and more expensive to ship waste to China for recycling. The ripple effect through the United States has led to some cities to change their recycling programs, and in some cases eliminate recycling programs.

\(^{20}\) http://www.swancc.org
\(^{21}\) Go Green Wilmette: www.gogreenwilmette.org/recycling-guide/
\(^{22}\) https://swancc.org/recycling/recycling
altogether\textsuperscript{23}. If a materials can no longer be recycled, it is likely to end up in a landfills along with other refuse. It is possible that significant changes in the Village’s recycling program might occur due to international political and market forces.

**Yard Waste and Food Scrap Composting**
Composting is a special type of recycling that is facilitated by Wilmette ordinances and regulations.\textsuperscript{24} It is a practical, low-cost, home-owner activity which is also done by Wilmette’s MSW contractor. Waste for composting is collected by the contractor from single family residences using bags and bundles for yard waste and special totes for food scraps, provided upon request. Since April 1, 2019, the MSW contractor also collects food waste, termed "food scraps," for composting, from April through November. Acceptable food scraps include vegetables, fruit, coffee grounds and filters, teabags, eggs and egg shells, non-liquid dairy, bread, grains, cereal, pasta and vegetarian pasta sauce. The following items are excluded from the program: liquids, fats and grease, meat, fish, bones, and compostable service ware, and compostable or biodegradable plastic bags. Compost material is processed by a commercial composter and resold wholesale.

Wilmette ordinances specifically permit outdoor composting on residential property, but compliance with some restrictions regarding size, process, and other parameters are required. Small scale, indoor composting, which is odorless when using equipment that is sold in the commercial marketplace, is an additional choice for home owners. One kitchen-countertop device, sold for about $275, is advertised to convert about a one-gallon bucketful of kitchen waste, including meat, fish, eggs, egg-shells, bones, vegetable and fruit waste, into humus, in about 3 hours using an odorless, quiet process, using about 1.5 kwh of electricity (about 18-cents' worth). The resulting humus is suggested as a good base for growing one's own vegetables.

**9.3 Goals**

\textbf{9.3.1} Reduce the generation of all types of waste.

\textbf{9.3.2} Attract and support community groups that focus on the protection of the environment through better solid waste management.

\textbf{9.3.3} Make the Village of Wilmette's approach to waste-reduction and recycling a model for both residents and businesses.

\textsuperscript{23} [https://e360.yale.edu/features/piling-up-how-chinas-ban-on-importing-waste-has-stalled-global-recycling](https://e360.yale.edu/features/piling-up-how-chinas-ban-on-importing-waste-has-stalled-global-recycling)

\textsuperscript{24} Wilmette Code of Ordinances, Chapter 22: op. cit.
9.4 Recommendations

9.4.1 Reduce the generation of all types of waste in the long term by:

Continue the Wilmette primary school education program regarding the benefits of waste reduction and recycling. The long-term goal is to raise a generation whose knowledge and sensitivity to these issues will be put into practice as adults.

Developing and implement a well-planned and sustained community education program focused on: Reduce, Reuse and Recycle.

9.4.2 Reinforce the ethic of reuse and recycling in all aspects of daily Village operations.

9.4.3 Promote the Village of Wilmette’s Waste and Recycling Program as a model to be followed by all residents and businesses. Consider requiring multi-family residential units to provide recycling to tenants.

9.4.4 Advocate and promote the passage of an Illinois Legislative "Bottle Bill," to require a refundable deposit on cans, and glass or plastic bottles for soft drinks, beer and other beverages to encourage recycling and to prevent them from becoming waste.

9.4.5 Implement a textile recycling program in Wilmette (some nearby communities use WasteZero25).

9.4.6 Develop and implement a plan to assist residents who have limited mobility and resources, to comply with regulations regarding disposal of materials which are prohibited from inclusion in solid waste and which should be recycled.

9.4.7 Review available composting programs to Wilmette residents, including composting programs offered through current Village waste hauler and outside vendors.

25 https://www.wastezero.com/
CHAPTER 10 – WATER

10.1 Introduction

The Village of Wilmette sits on the shores of Lake Michigan. Lake Michigan is a highly valued resource which provides fresh water, recreation, transportation, fish and wildlife habitat, a place to live and work, and esthetic value to the Village’s residents. The Great Lakes basin provide benefits to an estimated 35 million people.

The Village of Wilmette operates its own drinking water plant which has a capacity to provide 44 million gallons per day (MGD) of drinking water. The current water plant was built in 1933 and has had several expansions and reliability improvements over the years. Along with serving the needs of all the Village residents, excess capacity provides drinking water to neighboring municipalities. Today it serves approximately 105,000 people and businesses. The water distribution system also plays an important role in fire protection throughout the Village.

The land within the Village of Wilmette is highly developed which creates large amounts of stormwater during heavy rainfall events. Unfortunately, the Village’s stormwater collection system does not have adequate capacity to handle larger rainfall events resulting in flooding situations especially in certain areas west of Ridge Road. Recent reports regarding climate change suggest that the frequency and intensity of severe rainfall events are likely to increase.

10.2 Existing Conditions

Lake Michigan

The Lake Michigan Lakewide Management Plan (LaMP) is a plan for restoring and protecting the Lake Michigan ecosystem. The LaMP is coordinated by the Lake Michigan Partnership which is led by the U.S. EPA with participation from federal, state, tribal, and local governments with input from non-governmental organizations (NGOs) and the public. The last LaMP was issued in 2008, and the next LaMP was scheduled to be issued in 2020. Overall, Lake Michigan is in “Fair” condition. The Lake is a source of safe, high-quality drinking water, and it allows for unrestricted swimming and other recreational uses. A major concern is the presence of aquatic invasive species. Lesser concerns include pollutants that prevent the unrestricted consumption of fish and wildlife, nutrients that promote algae blooms, and high water levels that promote beach erosion.


Drinking Water
The Village of Wilmette water plant is located on the lakefront. The plant receives its raw water from Lake Michigan and uses a mixture of chemicals, settling basins, and filters to remove contaminants below the required regulatory levels. The Village operates and maintains a distribution system of pumps and underground pipes to deliver potable water to its end users. In addition there is a 4 million gallon standpipe and a 3 million gallon underground reservoir and pumping station which serves West Wilmette. The plant has an on-site certified laboratory to monitor the quality of water that enters the distribution system. The results of this testing indicates that any pollutants in the Village’s water did not exceed any applicable U.S. EPA standard. Recent TV and press reports have highlighted the concern about lead in drinking water. For over 24 years the Village has had a lead corrosion control program in place to reduce the lead from older plumbing fixtures and service lines. As required by the State of Illinois, the Village conducts tri-annual lead sampling and analysis for lead in households throughout the Village. The most recent results from 2017 indicate that 90% of the samples were at or below 6.4 parts per billion (ppb) versus the current standard of 15 ppb. From May 15th to September 15th the Village prohibits lawn watering during the hours of 10:00 am to 4:00 pm on weekdays to maintain adequate water pressure throughout the distribution system.

Stormwater
The sewer system within the Village of Wilmette is divided into two distinct zones by Ridge Road which is a natural boundary between Lake Michigan to the east and the North Branch of the Chicago River to the west. The system in East Wilmette consists of combined sewers; combined sewers receive both sanitary wastewater and stormwater. The system in West Wilmette has separate sewers for sanitary wastewater and for stormwater.

East Wilmette
All collected wastewater and nearly all stormwater within the East Wilmette sewer system is sent to the Metropolitan Water Reclamation District of Greater Chicago (MWRDGC) for treatment at its North Side Plant located in Skokie, Illinois via large sewer pipes known as interceptor sewers. Because this is an older sewer system, its capacity to handle stormwater from rainfall events is limited both by the capacity of the interceptor sewers and the capacity of the treatment plant.

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In attempt to handle these large volumes of combined sewerage during rainfall events, the MWRDGC constructed a series of underground tunnels and reservoirs to hold the excess wastewater. This system is known as the Tunnel and Reservoir Plan (TARP). Even with TARP in operation, large rainfall events can exceed the storage capacity of TARP. Under these circumstances, the excess combined sewerage from East Wilmette flows directly into the North Shore Channel though several discharge points. This discharge of untreated sewerage is known as Combined Sewer Overflow (CSO). The Village does have a permit issued by the State of Illinois for its CSO discharge points into the North Shore Channel. This permit requires the Village to have an active program to operate and maintain its combined sewer system to minimize the occurrence of CSOs.

Under exceptionally heavy and/or extended rainfall events, the water in the North Shore Channel rises to a level which causes the MWRDGC to open the locks which then allows the North Shore Channel to flow into Lake Michigan near Wilmette Harbor. Any time the locks are opened there is a concern with the impacts on the Wilmette water plant and with swimming in Lake Michigan.

**West Wilmette**

The sanitary sewers in West Wilmette flow in a westerly direction to MWRDGC interceptor sewers at two locations. In 2016 the Village completed construction of the West Park Storage Project; this is an underground basin which can hold up to 5.5 million gallons of sanitary wastewater to reduce sewer backups when the MWRDGC interceptor cannot accept 100% of the sanitary wastewater from Wilmette. The storm sewers in West Wilmette also flow in a westerly direction to a Pumping Station located on Lake Avenue near the eastern bank of the North Branch of the Chicago River. All stormwater is pumped directly to the River. The Village is an active participant in the North Branch Chicago River Watershed Workgroup (NBWW). The mission of the NBWW is to improve water quality in the North Branch of the Chicago River through long-term monitoring and to gain a better understanding of the stressors to the aquatic system.

When the Edens Expressway was built in the 1950’s it interrupted the westerly flow of stormwater for a large part of West Wilmette toward the North Branch of the Chicago River. As development occurred in West Wilmette, storm sewers were installed to handle the stormwater from rainfall events. Unfortunately, the storm sewer system only has the capacity to handle the stormwater from small rainfall events. The Village has been studying the flooding problem in West Wilmette since 2013. Several engineering reports were completed that evaluated the condition of the storm sewer system, the extent of flooding during various rainfall events, and several alternatives to reduce the flooding of streets and basements.
In April 2018 the Village Board decided to proceed with an alternative known as neighborhood storage. This alternative includes the installation of new relief sewers in several areas of West Wilmette and three underground storage basins on property owned by the Village. This alternative is predicted to reduce by over 50% the flooding of basements during a 10-year rainfall event. The first phase of this project was completed in 2020 with the installation of a storage basin and connecting sewers at the Community Playfield west of Highcrest School. The second phase of this project at Hibbard Park is currently under construction. This alternative is not likely to be the final solution to reduce stormwater flooding in West Wilmette. After this alternative is fully operational, follow-up studies will need to be conducted to determine if additional measures are needed to further reduce stormwater flooding. Funding for this project will be based upon a Village-wide stormwater utility fee.

Inflow and Infiltration
Because the Village’s combined sewers and sanitary sewers are treated by the MWRDGC, the Village must comply with MWRDCG’s Inflow/Infiltration (I/I) Control Program. This program requires the Village to minimize or eliminate extraneous flows of rain water or groundwater to the treatment plant due to defective underground sewer pipes (infiltration) or illegal connections (inflow). Excessive I/I can overload the sewer system during wet weather usually resulting in the flooding of streets and basements. The Village has developed an ongoing I/I control program that meets the requirements of the MWRDGC. The Village inspects and repairs underground sewer pipes and manholes to reduce infiltration. Also, the Village identifies illegal connections via smoke testing and dye testing to reduce inflow. Finally, the Village does not permit any new private connections to the storm sewer system in West Wilmette.

Green Infrastructure
Green infrastructure uses plants, soils, and other elements and practices to prevent stormwater from entering the local sewer system. Without too much work or expense, homeowners can plant new trees, replace turf areas with more thirsty plants, or install rain barrels at one or more of their gutter downspouts. With more time, investment, and, potentially, professional expertise, there are several stormwater control tools available to homeowners. Paved areas can be replaced by permeable surfaces or planted beds. Rain gardens can intercept and hold stormwater before turning the yard into muck. Green roofs put either flat or pitched roofs to work. Swales can help direct stormwater to where the homeowner wants it, often to a rain garden. These methods may be used individually or in combination, depending on the needs and desires of

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32 Village of Wilmette stormwater project background, [https://www.wilmette.com/village-services/stormwater-improvement-project/stormwater-improvement-project-background/](https://www.wilmette.com/village-services/stormwater-improvement-project/stormwater-improvement-project-background/)
33 Village of Wilmette stormwater project updates, [https://www.wilmette.com/village-services/stormwater-improvement-project/](https://www.wilmette.com/village-services/stormwater-improvement-project/)
each situation. Several of these methods have the added benefit of supporting butterflies and wildlife, as well as beautifying the Village’s neighborhoods. The addition of new plants and trees will also promote carbon capture which will help to reduce greenhouse gases.

The Village has entered into a contract with the Center for Neighborhood Technologies (CNT) to design and administer a green infrastructure program known as RainReady Wilmette. This program will reduce the burden on local sewers by capturing stormwater at individual residential properties. It will provide partial grant funding for up to 25 single-family homes who enroll in the program and install one or more green infrastructure improvements. In 2019, 23 Rain Ready agreements were approved. Out of those, 16 residents actually completed projects. A total of $20,750 was awarded to these residents.

The Village has decided to not continue the RainReady program beyond its first year. It will be replaced by a somewhat similar program known as the Stormwater Incentive Program. This new program will provide a limited number of incentives each year, not to exceed $1300, for 50% of the overall cost of eligible stormwater improvements such as rain gardens, dry wells, rain barrels, or permeable pavers. A larger incentive, not to exceed $5000, is available for 50% of the overall cost to disconnect direct stormwater discharges to the Wilmette sewer system. Residential property owners will also be able to apply for up to a 50% credit of the new Wilmette Stormwater Utility Fee if they install an on-site stormwater retention system for a volume of stormwater that is determined using criteria set out in an existing MWRDCG ordinance.

10.3 Goals

10.3.1 Protect and restore Lake Michigan to ensure its long-term use as a source for drinking water and to provide for unrestricted recreational uses.

10.3.2 Provide a safe and reliable source of drinking water for all residents, businesses, and other municipal customers.

10.3.3 Manage stormwater to reduce flooding of streets and basements and to eliminate combined sewer overflows.

10.4 Recommendations

Lake Michigan

10.4.1 The Village should take an active role in the Lake Michigan Partnership to protect and restore this valuable resource.

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Drinking Water

10.4.2 The Village should continue its active role in the Partnership for Safe Water to improve the quality of its drinking water beyond the current regulatory requirements.

10.4.3 The Village should continue its chemical addition and pH control to prevent any lead in pipes and plumbing fixtures from entering the tap water.

10.4.4 The Village should continue its ongoing program to improve the reliability and energy efficiency of its water treatment plant and distribution system.

10.4.5 The Village should continue its ongoing program to reduce water consumption for both commercial and residential users.

Stormwater

10.4.6 The Village should proceed with its chosen alternative of neighborhood stormwater storage to reduce the flooding of streets and basements in West Wilmette. After this alternative is constructed and operational, a follow-up evaluation should be conducted to determine if additional measures are necessary to manage stormwater from larger rainfall events.

10.4.7 The Village should continue its Inflow/Infiltration (I/I) Control Program to reduce the volume of groundwater and rain water entering its sewer system.

10.4.8 The Village should actively promote the use of Green Infrastructure at the residential level via its initial RainReady Wilmette program and the successor Stormwater Credit and Incentive Program.

10.5 References

A summary of Village Board minutes, presentations, and engineering reports for the Stormwater Improvement Project can be found at: https://www.wilmette.com/village-services/stormwater-improvement-project/summary-of-stormwater-improvement-project-materials/
APPENDIX A

Contributors

Environment & Energy Commissioners

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Stakeholders

Go Green Wilmette
League of Women Voters
APPENDIX B

List of Acronyms

CoC  Chamber of Commerce
C&D  Construction & Demolition Debris
CFL  Compact Fluorescent Light Bulb
CNT  Center for Neighborhood Technologies
CSO  Combined Sewer Overflow
EEC  Village of Wilmette Environment and Energy Commission
EIA  US Energy Information Agency
EV  Electric Vehicles
GCoM  Global Covenant of Mayors for Climate and Energy
GGW  Go Green Wilmette
GHC  Greenhouse Gas
GPC  Global Protocol for Community-Scale Greenhouse Gas Emissions Inventory
GRC  Greenest Region Compact
IDA  International Dark Sky Association
I/I  Inflow and Infiltration (water entering a sewer system)
LaMP  Lakewide Management Plan
LED  Light Emitting Diode (normally refers to a type of light bulb)
LEED  Leadership in Energy and Environmental Design
MGD  Millions of Gallons per Day
<table>
<thead>
<tr>
<th>Abbreviation</th>
<th>Description</th>
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<tbody>
<tr>
<td>MSW</td>
<td>Municipal Solid Waste</td>
</tr>
<tr>
<td>MT</td>
<td>metric tons</td>
</tr>
<tr>
<td>mmt</td>
<td>million metric tons</td>
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<tr>
<td>MWRDGC</td>
<td>Metropolitan Water Reclamation District of Greater Chicago</td>
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<td>NBWW</td>
<td>North Branch Chicago River Watershed Workgroup</td>
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<tr>
<td>ppb</td>
<td>Parts per billion</td>
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<tr>
<td>pH</td>
<td>A chemical test for acidity</td>
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<tr>
<td>SWANCC</td>
<td>Solid Waste Agency of Northern Cook County</td>
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<tr>
<td>TARP</td>
<td>Tunnel and Reservoir Plan</td>
</tr>
<tr>
<td>VOCs</td>
<td>Volatile Organic Compounds (a group of chemicals causing air pollution)</td>
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<tr>
<td>WPD</td>
<td>Wilmette Park District</td>
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Chapter 1 - Climate Change

The following discussion describes the overall problem, possible consequences, and proactive measures related to climate change.

Climate Change Threat  Earth is at approximately 1°C temperature increase from 1901, the warmest in modern civilization, and warming will reach 1.5°C between 2030-2050 under all best case scenarios, according to a 2018 UN climate scientific report. United States scientists state that “human activities, especially emissions of greenhouse gases (GHGs), are the dominant cause” of record-breaking, climate-related weather extremes in recent years, and extreme weather events will become more frequent and intense.

Catastrophic Consequences  Scientists warn that catastrophic climate change will occur if the global warming exceeds 1.5°C. To stay under 1.5°C warming, GHG emissions must be reduced 45% from 2010 levels by 2030, and reach net zero by 2050. With current Paris commitments, Earth will reach 3 °C global warming by 2100.

Commitment to Climate Change Mitigation and Resilience  Wilmette joined Climate Mayors in February 2019 “to further achieve the goals put forth by the Climate Mayors,” which is “a bipartisan, peer-to-peer network of mayors of cities located throughout the United States that work together to demonstrate leadership on climate change.” In response to the Trump administration’s withdrawal from the Paris Agreement, the Climate Mayors have committed to taking ambitious action to meet each of their cities’ current climate goals, while working together towards achieving our national Paris targets.

The Paris Agreement is a landmark environmental accord that was adopted by nearly every nation in 2015 to address climate change and its negative impacts. The deal aims to substantially reduce global GHG emissions in an effort to limit the global temperature increase in this century to 2 degrees Celsius above preindustrial levels, while pursuing means to limit the increase to 1.5 degrees. The agreement includes commitments from all major emitting countries to cut their climate-altering pollution and to strengthen those commitments over time. For its part, the United States committed to cut economy-wide emissions of GHG emissions by 26 to 28 percent below its 2005 level by 2025 and to make best efforts to reduce its emissions by 28 percent.37

The latest data reported to the US Energy Information Agency (EIA) show that by 2017, the US cut economy-wide GHG emissions by 824 million metric tons (mmt) since 2005, i.e. a 13.8 percent reduction.\(^\text{38}\)

![Total of states (unadjusted)](image)

Source: EIA\(^\text{39}\)

To meet the 28 percent goal, an additional 853 mmt of GHG emissions need to be cut economy-wide in the US by 2025, from the 2017 total. The 2020 Annual Energy Outlook (AEO) Reference Case from the EIA shows that most of the emission reductions came from the electric power sector. The AEO forecasts those reductions to continue through 2025, but the US appears to be on-track to reduce GHG emissions by ~20% of 2005 levels.

**Ambition** The window for moderate climate action has closed. We can expeditiously approach climate change with multi-pronged efforts to build climate resilience and mitigation including conserving energy; promoting renewable resources; utilizing carbon sequestration; controlling water and waste; and improving education and awareness.

**Local Action** Global sustainability requires action at local, state, regional, national, and global levels. The Paris Agreement set a framework, but local action is essential. Cities control up to 70% of energy emissions, are ground zero for climate hazards and thus are essential in global efforts to mitigate and improve resilience to climate change.

**Collaboration** Climate change actions are most effectively achieved when stakeholders work together, including Wilmette residents and businesses, public interest groups, school districts 37 and 39, elected and appointed officials, and municipalities.

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\(^{38}\) https://www.eia.gov/environment/emissions/state/excel/summary_2017.xlsx  
\(^{39}\) https://www.eia.gov/environment/emissions/state/excel/summary_2017.xlsx

Economy. Courts in the US have widely affirmed the ability of governments to charge polluters for their emissions, when those explicit costs are based on the social costs of their pollution. Failing to charge polluters for the social costs of their emissions, does not eliminate the costs, and it encourages polluters by enabling them to socialize costs of their operations. Unlike taxes that increase costs for consumers, charging polluters for their emissions, can reduce total costs and incentivizes innovations to reduce pollution.

In 2007, the US Supreme Court ruled that carbon dioxide and greenhouse gases are air pollutants under the Clean Air Act and can be regulated by the EPA (Massachusetts v. Environmental Protection Agency). Subsequently, a 2008 U.S. Court of Appeals decision required the federal government to account for the economic effects of climate change in regulatory cost-benefit analyses, and an Interagency Working Group (IWG) began in 2009 to develop a uniform estimate for the social cost of carbon that could be used consistently by agencies across the government.

The IWG recognized that climate change can cost individuals, businesses, and governments hundreds of billions of dollars through rising health care costs, destruction of property, increased food prices, and more. The social cost of carbon is a measure of the economic harm from those impacts, expressed as the dollar value of the total damages from emitting one ton of carbon dioxide into the atmosphere.

Since the development of the first uniform estimate in 2010, federal agencies have used the social cost of carbon to set car and truck emissions standards, pollution controls for power plants, efficiency standards to household appliances, and other uses. As of 2020, ten states, including Illinois, have used the social cost of carbon to improve decision-making about investments in carbon-free energy systems and a variety of other programs. Illinois crafted its Zero-Emission Credit (ZEC) program in 2016 to compensate nuclear generators for providing electricity without carbon emissions, using $42/ton as the social cost of carbon.

The social cost of carbon, like other estimates of future economic activity, is dynamic, debatable, and uncertain. Estimates of the social cost of carbon are influenced by assumptions such as discount rates, the shape of the damage function, and projected future economic and emissions growth absent policy to constrain GHG emissions, among others. (See Newbold et al (2010), The 'Social Cost of Carbon' Made Simple.) Nevertheless, the courts have consistently upheld its use to inform regulations to
mitigate climate change and reduce pollution. For example, in August 2016, the U.S. Court of Appeals for the Seventh Circuit affirmed that Department of Energy was correct to include the value of the social cost of carbon in its analysis of the energy efficiency of commercial refrigeration equipment (North American Association v. DOE). The judges concluded that they had "no doubt" that Congress intended for the agency to have the authority to consider the social cost of carbon, reinforcing the suitability of using the tool in future rulemakings.

At $42/ton, the economic benefits from reducing greenhouse gas emissions would be enormous. The US emitted ~5.2 billion metric tons of GHG in 2016. So for 2016, $42/ton translates to over 240 billion social costs in the US or ~$750 per person. Many states explicitly charge electricity generators for their GHG emissions, and they have documented significant reductions in GHG emissions while charging <$6/ton for their emissions. Many factors have contributed to lower GHG emissions from electricity generation in these states, but charging generators for their GHG emissions has certainly helped.

One benefit of forcing polluters to pay for their emissions, is it incentivizes innovation and supports efficient alternatives in dynamic and uncertain conditions. As we have seen, GHG emissions originate from many different sectors of our economy. The social cost of carbon provides a framework to evaluate pollution control technologies and alternative supplies and services, across different sectors.

Supporting a stable and sustainable economy necessitates good stewardship of the environment. Absent unprecedented mitigation and resilience efforts, climate change will increase losses in infrastructure and property, and slow economic growth.

**Ecosystems** A 2019 United Nations report states, “Biodiversity and nature’s contributions to people are our common heritage and humanity’s most important life-supporting ‘safety net’. But our safety net is stretched almost to breaking point,”

**Resilience** Taking measures so our community can prepare for and become resilient to current and anticipated climate changes is a critical part of climate efforts.

**Morality and Equity** Preserving the safety, health and wellbeing of future generations necessitates expedited and ambitious action to protect all people.

**Communities’ Commitment to Reduce Climate Change** Communities are experiencing climate change impacts, and further changes in average climate conditions will “damage infrastructure, ecosystems, and social systems that provide essential benefits to communities. Future climate change is expected to further disrupt many areas of life, exacerbating existing challenges to prosperity posed by aging and deteriorating
infrastructure, stressed ecosystems, and economic inequality.” Setting and achieving ambitious climate goals therefore is necessary for a thriving, safe, economically viable, beautiful and healthy community.

**Indirect Emissions** Indirect emissions, also known as Scope 3 emissions, are associated with consumables. They depend on consumer choices, are difficult to monitor, and can be surprisingly large. The Economic Research Service of the US Department of Agriculture (ERS/USDA) has quantified the carbon footprint of typical diets, and several reports support the notion of energy efficient diets.

![Foodprints by Diet Type: tCO2e/person](image)

**Chapter 3 – Energy**
This topic is discussed in detail in Chapter 3. This discussion provides some additional observations regarding suppliers of renewable electricity. It directly related to the reduction of greenhouse gases by reducing the demand for the generation of electric power using fossil fuels.

**Electrical Aggregation and Renewable Energy Certificates**

Many communities use electrical aggregation and renewable energy certificates to decrease both the cost and the greenhouse gas emissions associated with their electricity. The following overview describes these tools and discusses their impact on renewable energy generation. A full guide to green power purchasing can be found at [https://www.epa.gov/greenpower/guide-purchasing-green-power](https://www.epa.gov/greenpower/guide-purchasing-green-power).
**Electrical Aggregation**
The electricity grid is like a big pool, with multiple generators adding electrons to the pool and many electricity users drawing electrons from the pool to power our homes and businesses. Our electricity is delivered to our homes and businesses by Commonwealth Edison (ComEd), regardless of the original source of the electrons. In between the generation and delivery of electrons are the electricity suppliers – companies that purchase wholesale electricity from generators and sell it at a retail level to the general public. Suppliers not only sell the electricity but also are responsible for getting it to the local utility company for delivery to customers. In our region, ComEd is our sole utility (electricity deliverer) and is also one of many possible suppliers.

Each Wilmette resident and business currently has the ability to choose our electricity supplier, although most go with the default of ComEd. When municipalities choose to aggregate, this means they choose the supplier for all of us (with the ability for anyone to opt out of the program individually), in order to gain the bargaining power that comes with high volume purchasing. Typically the goal is to provide us with lower electricity rates, but many communities also use this bargaining power to purchase community-wide renewable electricity at a competitive price.

**Renewable Energy Certificates**
Some generators produce electrons via renewable, low-impact sources such as wind or solar, while other generators produce electrons from coal, nuclear, or hydroelectric sources. Since the electrons themselves are identical and mix together in the pool, it is impossible to track whether the specific electrons drawn by an electricity user originated from a coal plant or from a renewable generator. There is also no way to channel the “good electrons” to the homes of electricity users that want their electricity to come from renewable sources. In terms of electrons, all electricity customers use the same average mix in the pool. Thus, the way we impact greenhouse gas emissions from the electricity sector is to increase the percentage of electrons in the pool that come from renewable energy. Renewable Energy Certificates, or RECs, help us do so.

According to the U.S. Environmental Protection Agency,

> “A REC is a market-based instrument that represents the property rights to the environmental, social and other non-power attributes of renewable electricity generation. RECs are issued when one megawatt-hour (MWh) of electricity is generated and delivered to the electricity grid from a renewable energy resource.”

In other words, RECs are a market-based instrument created to reflect the societal value of renewably-sourced electrons. Renewable generators are issued RECs to match their electron production and can then sell these RECs within the REC marketplace (see below for details), thus incentivizing their production of renewable electricity. Both fossil fuel and renewable generators are paid for their electrons, but only renewable generators receive RECs that can then be sold in the marketplace.
RECs are essentially the flip side of a carbon tax. Whereas a carbon tax provides a disincentive for emitting carbon, a REC provides an incentive for not emitting carbon. Both use the marketplace to advance a widely agreed-upon societal benefit.

**RECs Bought and Sold**
Each fiscal quarter, new RECs are issued by the grid operator and are added to the account of renewable electricity generators equal to their quantity (MWh) of electrons delivered. The renewable generators then sell the RECs to the buyers that want their electricity consumption to be matched by renewable generation. The buying and selling of RECs occurs within a REC marketplace, facilitated by brokers, with prices fluctuating according to supply and demand. A community such as Wilmette would pay an institutional buyer to buy RECs on our behalf.

RECs are the legal accounting instrument in the U.S. market for voluntary green power use and purchasing – they legally and verifiably track the amount and source of renewably-generated electrons. RECs obtain their value from the fact that people are willing to buy them specifically in order to encourage renewably-sourced electricity – we are paying generators to use renewable sources. Unlike subsidies or other types of support that might have indirect or uncertain impacts, RECs involve buying a product and making a payment that is sized to drive new supply on a 1:1 basis.

**Chapter 9 – Waste**
In addition to the wastes discussed in Chapter 9, there are other waste streams that need to be addressed within both Illinois and the United States as a whole. These include:

**Nuclear Waste**
Radioactive waste is managed by storage. High level waste comes from nuclear reactors, mainly used for generation of electric power. There are more nuclear reactors in Illinois, than in any other state. In Illinois, in the year 2019, there are 11 currently operating reactors. All are within a total of six power generating stations; all are owned by Exelon. There are two decommissioned nuclear power plants with SFR (Spent Fuel Rods) stored on-site. There are about 11,500 tons of high-level nuclear waste temporarily stored on-site at Illinois nuclear power generating stations (as of year 2017), awaiting yet-to-be-designated sites for permanent storage. Low level radioactive waste, mainly from hospitals, academic and research centers, is either stored on-site until the radioactivity decays to negligible levels - whereupon it may be handled as non-hazardous MSW; or, it may be transported in special, NRC approved containers, to one of eight NRC designated sites in the nation, for long-term storage, of which the closest one is in Sheffield, IL - about 140 miles from Wilmette.

Wilmette does not have a nuclear powered electricity generating plant. The LaSalle County nuclear powered plant has high-level radioactive waste stored on site; it is about
100 miles away from Wilmette. The decommissioned Zion plant in Lake County is about 40 miles away; it has SFR in storage on site.

**Liquid Waste**
This topic is discussed in detail in Chapter 10.

**Gaseous Waste**
This topic is discussed in detail in Chapter 1. This discussion provides additional background information on the science and chemistry of greenhouse gases (GHG). Infrared radiation coming from the sun to the earth, plus that reflected outward from the earth, is absorbed by certain gases and the heat thereof is transferred to other gases in the atmosphere, with a net effect of warming. This is the so-called, "greenhouse effect". Those greenhouse gases are: water vapor, carbon dioxide, methane, nitrous oxide, ozone, hydrochlorofluorocarbons and chlorofluorocarbons. The first five are natural products that occur apart from human activities, but all also are waste products that result from human activities.

The concentration of carbon dioxide in the atmosphere is close to $4 \times 10^{-4}$ volume per cent (400 parts per million volume). The increasing concentration of carbon dioxide in the atmosphere over the past one-hundred years has been attributed to human-driven activities. In Illinois, the generation of electricity using coal, oil and natural gas is a major contributor to carbon dioxide release into the atmosphere. Motor vehicles with gasoline or diesel engines are also large contributors to carbon dioxide release; but, only estimates of the latter, not actual measurements, can be made. Trees and other chlorophyll containing plants provide natural recycling of carbon dioxide to oxygen; this is known a carbon capture or carbon sequestration. Reducing the production of carbon dioxide hinges upon reducing the use of gasoline and diesel engines, reducing the generation of, electricity from fossil-fuel run generators, and increasing the generation of electricity from solar, wind, hydroelectric and nuclear powered sources.

Methane is present in only trace amounts (1.7 parts per million volume) in the atmosphere. It is formed naturally by anaerobic microbacterial action in the rumen of animals, decomposition of animal waste, wetlands, and landfill organic matter. Estimates are that the greater proportion of methane is coming from bacterial action, rather than man-made events, but the latter is increasing at a more rapid rate. Methane is the largest component of natural gas which is used in industry as well as in residential settings for heat, cooking and air-conditioning. Leaks from the extensive transmission and distribution system for natural gas, are reported to be the main source of increasing methane in the atmosphere. Methane has a much greater molecular effect on infra-red, heat, absorption than does carbon dioxide, resulting in a greater "greenhouse" effect.

Chlorofluorocarbons and hydrochlorofluorocarbons have been widely used as refrigerants (e.g., Freon) and propellants in spray cans. Because of their "super"
Wilmette Sustainability Plan

greenhouse effect, they have been largely phased out of production in accordance with international agreement, per the Montreal Protocol. Near elimination of these compounds from commerce, relieves Wilmette of planning for their management in the future.

Nitrous oxide is said to have a powerful effect as a greenhouse gas: about 300 times that of carbon dioxide; but, it is present in the atmosphere in very small amounts, about one-thousand times less than carbon dioxide. Based on the foregoing statements, then the net greenhouse effect of nitrous oxide would be about 0.03 times that of carbon dioxide. Even so, it has garnered considerable attention. Nitrous oxide in the atmosphere is mainly the product of microbial action on nitrogen-containing substances in the soil. The widespread use of nitrogen-containing chemical fertilizers in commercial agriculture, is considered to be an anthropogenic source of nitrous oxide in the atmosphere. In Illinois it is a reflection of the agricultural economy; although no figures are provided. Since agriculture is not a major business in The Village of Wilmette, it can be assumed that nitrous oxide is not a significant factor here.

Ozone is a highly reactive molecule consisting of three-oxygen atoms bound together; it is found in very low concentrations in the air; whereas the oxygen which is about 20% of the air out of doors, consists of two-oxygen atoms bound together. Ozone present in the stratosphere, the highest level of the earth’s atmosphere, is of natural origin and serves an important function by absorbing ultraviolet-B coming from the sun, thereby protecting humans from the risk of skin cancer attributed to UV-B radiation. However, ozone in the troposphere, the level closest to the ground, is mainly anthropogenic: the product of automobile exhaust, etc. It is causal factor of smog. Inhaling ozone has an adverse effect on the lungs and especially the health of persons with asthma, chronic lung disease (COPD), and chronic bronchitis. Pollutants in the exhaust of motor vehicles are reduced by required catalytic converters in the exhaust systems. Using more efficient engines, the gradual shift of sales toward hybrid and all electric motor vehicles, the Federal law requiring progressively increasing standards for miles-per-gallon of the automobile fleet of each manufacturer, are all major factors in reducing the potential atmospheric pollution by waste gases. The promotion of less driving and more bicycling and walking as public policy and public service messages via the media are gradual but effective means alter current local transportation patterns.

Wasted Energy
This topic is discussed in detail in Chapter 3. This discussion provides some additional observations regarding energy conservation and efficiency. It directly related to the reduction of greenhouse gases by reducing the demand for the generation of electric power using fossil fuels.
Wasted energy commonly occurs from useless turned-on lights or running electric or gasoline motors; it also is the consequence of heating or cooling of an enclosed-space either with an inappropriately set temperature value or the enclosed space is inadvertently left open to an opposing temperature environment. Several specific examples are given below.

Outdoor lights illuminated during daylight hours contribute nothing to vision but consume and therefore waste electric power. This occurs in business and residential settings, sometimes as an oversight when turn-on / turn-off cycles are done by a person; or, deliberately, as a policy decision that changing to an automated system which responds to the level of natural illumination in the area, would cost more than would be the savings, during a reasonable time frame, from reduced use of electric power. The use of landscape floodlights and spotlights in the nighttime pollute the dark sky and might be considered to be a waste of electric power.

Indoor lighting in some locations is controlled by motion detectors plus light sensors; but even without quantitative data, random observations suggest that such purposeful lighting control occurs in only a small fraction of all room lighting. In Wilmette, Commonwealth Edison, a major electricity supplier, has offered to perform Energy Efficiency Assessments and recommend changes that would be cost-effective for the individual and indirectly for the company. For example, replacing incandescent light bulbs with light emitting diode (LED) bulbs, which use about one-sixth, or less, power for the same illumination, and have about 10 times the lifespan, has the potential to avoid considerable wasted energy and thus save money for the user. Although compact fluorescent (CFL) light-bulbs use less power for the same degree of illumination than do incandescent bulbs, replacing CFL bulbs at their end of lifespan with LED bulbs saves even more power and wastes less energy. A use guide for comparing various types of light bulbs can be found at: https://www.viribright.com/lumen-output-comparing-led-vs-cfl-vs-incandescent-wattage/.

Some recently manufactured motor vehicles automatically turn off the engine in order to not waste fuel while stopped at traffic lights; they then restart instantly when foot-pressure is removed from the brake pedal and applied to the accelerator. Most motor vehicles on the road today do not have this feature. Electric vehicles have this feature and some hybrids have it. It is commonplace to see delivery vehicles stand idle with the gasoline or diesel fueled motor running while the driver is delivering a parcels or doing some other task away from their vehicle. Sometimes, drivers lock their car with the motor and air conditioning unit operating in the summer, or heater in the winter, to keep the interior comfortable while they are out of the vehicle on an errand.

Considering the number of vehicles registered in Wilmette including those owned by the Village of Wilmette, plus those here for work or shopping, the practices just described likely cause considerable waste of fuel and energy. If all vehicles henceforth purchased
by the Village and by residents or businesses were to have a "motor-off-when-stopped" feature, and if an education initiative were implemented, we might have a notable reduction in wasted energy and a savings of money as well. When the brakes are applied in a gasoline or diesel powered vehicle the kinetic energy is converted to heat and the energy is dissipated into the environment. Slowing or stopping an all-electric or hybrid gasoline-electric motor vehicle converts the energy of motion into electrical energy which is stored in the battery for later use to move the vehicle. The increasing popularity and use of hybrid motor vehicles and all-electric vehicles reduces GHG emissions.
APPENDIX D

Greenest Region Compact Spreadsheet for Wilmette

Click here to view the Greenest Region Compact Spreadsheet.
REQUEST FOR BOARD ACTION

AGENDA ITEM: 3.20

Resolution in Support of the Metropolitan Mayor’s Caucus Climate Action Plan for the Chicago Region

MEETING DATE: September 28, 2021

FROM: Alex Arteaga, Management Analyst

BUDGET IMPACT: None

Recommended Motion

Adoption of Resolution #2021-R-55 Supporting the Metropolitan Mayor's Caucus Climate Action Plan for the Chicago Region.

Background and Discussion

Following two years of in-person and virtual meetings, brainstorming sessions, and participation of hundreds of stakeholders, the Metropolitan Mayor’s Caucus released the Climate Action Plan for the Chicago Region on Tuesday, July 13, 2021.

Work on the plan started in August 2019, when the Global Covenant of Mayors for Climate & Energy (GCoM) chose the Chicago area as one of just four regions in the U.S. to demonstrate the power of regional and collaborative climate change planning. GCoM and an EU-funded program recognized the Caucus’ Greenest Region Compact (GRC) collaborative as a leading force in municipal sustainability and invited the Caucus to join the Regional and Metro-Scale Climate Leaders initiative at that time.

The Caucus worked with GCoM and experts at the National Oceanic and Atmospheric Administration (NOAA) to develop a regional climate plan that connects to the Greenest Region Compact and the U.S. Climate Resilience Toolkit’s Steps to Resilience. Specifically, the Caucus and NOAA worked to assess climate-related risks and engage stakeholders in setting targets and developing strategies to reduce greenhouse gas emissions and to develop resiliency to climate change impacts. The project also drew on foundational work completed by the Chicago Metropolitan Agency for Planning (CMAP) to inventory greenhouse gas (GHG) emissions in the region and assess climate risks.

The Metropolitan Mayors Caucus has taken the position that a multi-jurisdictional approach is needed for addressing the climate crisis. Regional collaboration is key because the issues that are affecting the climate, such as transportation, cross municipal boundaries and require more resources than individual communities have on their own.
Although the plan is regional in scope, the strategies in the plan are specifically tailored for action at the municipal scale. Because municipal governments are uniquely positioned to lead, enact policies, and encourage others to act, the Mayor’s Caucus has asked municipalities to adopt a resolution supporting the Climate Action Plan.

**Budget Impact**

There is no impact to the budget.

**Documents Attached**

1. Resolution #2021-R-55
2. 2021 Climate Action Plan for the Chicago Region
RESOLUTION NO. 2021-R-55

A RESOLUTION ENDORSING THE METROPOLITAN MAYORS CAUCUS' 2021 CLIMATE ACTION PLAN FOR THE CHICAGO REGION

WHEREAS, the Metropolitan Mayors Caucus provides a forum for the chief elected officials of the Chicago region to develop consensus and act on common public policy issues and multi-jurisdictional challenges; and

WHEREAS, the Metropolitan Mayors Caucus' participating Mayors and their communities have a history of environmental stewardship, from energy efficiency, water conservation, urban forestry, and participation in Clean Air Counts; and

WHEREAS, the Metropolitan Mayors Caucus launched the 2021 Climate Action Plan for the Chicago Region to take measurable and meaningful action to reduce greenhouse gas emissions and develop resiliency to climate-related hazards that threaten the community, economic health and the natural environment; and

WHEREAS, the 2021 Climate Action Plan, is anchored in equity with the well-being of people at its core, in partnership with many non-profit, state, regional and national organizations; and

WHEREAS, the consensus goals of the 2021 Climate Action Plan will guide coordinated efforts in developing community resiliency and in taking long-term action to mitigate climate changes that are amplified through regional collaboration.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Wilmette as follows:

SECTION 1: The Village of Wilmette endorses the 2021 Climate Action Plan for the Chicago Region proposed by the Metropolitan Mayors Caucus and desires to work both in their own communities and in collaboration throughout the region.
SECTION 2: The Village of Wilmette’s Environmental and Energy Commission shall provide recommendations to the Village Board regarding certain proposed actions to be taken pursuant to the 2021 Climate Action Plan for the Chicago Region which are in accord with the Village of Wilmette’s Sustainability Plan.

SECTION 3: This Resolution shall be in full force and effect from and after its passage.

ADOPTED on September 28, 2021, pursuant to the following roll call vote:

AYES: None.
NAYS: None.
ABSTAIN: None.
ABSENT: None.

____________________________________
Village Clerk

Approved on September 28, 2021.

____________________________________
Village President

Attest:

____________________________________
Village Clerk
ACKNOWLEDGMENTS

The Climate Action Plan for the Chicago Region is built on a solid foundation of work by the Metropolitan Mayors Caucus (Caucus) to lead local and regional climate action. This opportunity to undertake one of the pioneering regional climate plans in the United States is possible due to the assistance and leadership of the European Union through its International Urban Cooperation (IUC) program. The Global Covenant of Mayors for Climate and Energy contributes the framework for regional climate action and the opportunity to join with some 10,000 global cities and regions in addressing the climate crisis. The Chicago Metropolitan Agency for Planning (CMAP) generously contributed staff assistance to support stakeholder engagement and to advise the Caucus on elements of this plan. Technical assistance was provided by Buro Happold.

This project was bolstered by the U.S. Climate Resilience Toolkit (USCRT) team, funded by the National Oceanic and Atmospheric Administration’s (NOAA) Climate Program Office and including contractors from CollabraLink Technologies, NEMAC+Fernleaf, and Harmonic International. The USCRT facilitated four online engagements focused on climate resilience and adaptation and provided ongoing support for its publication, including writing, editing, graphics production, and layout. We employed the USCRT Steps to Resilience as the framework for stakeholder engagement and as a central component of our recommendations because we value the opportunity for alignment with national practices in adaptation and resilience.

The regional greenhouse gas (GHG) inventory for the year 2015, completed by CMAP in 2018, provided the essential foundation that allowed the mitigation planning process to move forward quickly. CMAP’s robust analysis of regional climate risks (especially the flood susceptibility index and socioeconomic vulnerabilities) facilitated the completion of the Climate Risk and Vulnerability Assessment used in this plan. CMAP staff helped integrate this work to develop this climate action plan.

The mayors and municipal leaders who pledge to support the sustainability goals of the Greenest Region Compact (GRC) and choose to accelerate their actions and sharpen their focus to address climate change provide the spark and inspiration for this plan.

The GRC Framework, which itself draws from 30 local and nine regional or national sustainability plans, provided an abundant library of mitigation and adaptation strategies that informed the final climate objectives and strategies. Strategies are also drawn from 22 climate action plans and frameworks from the Chicago region, across the U.S., and from European regions, as well as other tools, such as the UN Sustainable Development Goals, UN Disaster Resilience Scorecard, and CMAP’s Climate Adaptation Guidebook for Municipalities. See Appendix A.

Climate scientists from the University of Illinois and Argonne National Laboratory contributed expert knowledge that supported modeling and mitigation target-setting.

Stakeholder input was vital to the plan development. A total of 270 people from 175 organizations including representatives of 53 municipalities and counties participated in workshops and contributed to the development of this plan. See Appendix B.

A generous gift from Crown Family Philanthropies supported a portion of this work.

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<td>Communications Specialist</td>
<td>CollabraLink Technologies</td>
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<tr>
<td>Haley Crim</td>
<td>Project Coordinator</td>
<td>Climate Literacy &amp; Energy Awareness Network</td>
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<tr>
<td>Katie Friedman</td>
<td>Program Manager</td>
<td>Metropolitan Mayors Caucus</td>
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<tr>
<td>Ted Haffner</td>
<td>Landscape Architect &amp; Climate Fellow</td>
<td>Openlands</td>
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<td>Justin Hart</td>
<td>Staff Aide to Commissioner Shore</td>
<td>Metropolitan Water Reclamation District of Greater Chicago</td>
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<tr>
<td>David Herring</td>
<td>Communication, Education, &amp; Engagement Division Chief</td>
<td>NOAA Climate Program Office</td>
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<td>Warren Lavey</td>
<td>Adjunct Professor</td>
<td>University of Illinois at Urbana-Champaign</td>
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<tr>
<td>Tim Milburn</td>
<td>Principal</td>
<td>Green Ways 2Go</td>
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<tr>
<td>Alex Minnella</td>
<td>Senior Planner</td>
<td>City of Aurora</td>
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<tr>
<td>Tessa Murray</td>
<td>GRCorps Member</td>
<td>Village of Northbrook</td>
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<tr>
<td>Andrianna Peterson</td>
<td>Village Manager</td>
<td>Village of La Grange</td>
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<td>Mark Pruitt</td>
<td>Principal</td>
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<td>James Schulte</td>
<td>Director, Energy Policy</td>
<td>ComEd</td>
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<td>Debra Shore</td>
<td>Commissioner</td>
<td>Metropolitan Water Reclamation District of Greater Chicago</td>
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<tr>
<td>Doug Stotz</td>
<td>Senior Conservation Ecologist</td>
<td>Keller Science Action Center, The Field Museum</td>
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<tr>
<td>Pamela Tate</td>
<td>Campaigns Co-Chair</td>
<td>Climate Reality Leadership Corps, Chicago Chapter</td>
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</table>
Throughout our region’s circuitous and celebrated history oftentimes our most important efforts to enhance our collective well-being were met with skepticism.

By their very nature, transitions are challenging. Owing to the irrefutable impact of climate change, however, if we embrace the opportunities before us, we will likely discover, through trial and error, that our new approach will yield undeniable benefits. The rising chorus of “there has to be a better way” tips the balance toward a better future.

Moving our weight in the same direction we always have most assuredly guarantees a rapid descent toward cataclysmic disruption of every aspect of our lives. Shifting our weight, however, in a conscious, collaborative and strategic way toward a more environmental, economic and socially equitable manner will decidedly yield a healthier future in every form and fashion.

We acknowledge that a transition of this magnitude will yield disruptions of existing power structures yet, in due course, produce a more balanced and redeemable power dynamic that strengthens all people, all places and all communities.

We pursue the inaugural Climate Action Plan for the Chicago Region with full knowledge that our work will be years in the making and our success may not be achieved in our lifetimes. Regardless, we must begin and begin now.

When all is said and done about our contributions in this life, let the accolades and awards be secondary to what is the most cherished and humble accomplishment we can ever hope for: to be considered good ancestors.

Therefore, I ask that you engage your civic leaders to join in this endeavor and make the Climate Action Plan for the Chicago Region a cornerstone of your community’s decision making.

Thank you for actively and passionately participating in this journey.

My best,

KEVIN BURNS
Mayor, City of Geneva

Chairman, Environment Committee
and Energy Subcommittee,
Metropolitan Mayors Caucus
<table>
<thead>
<tr>
<th>Acronym</th>
<th>Definition</th>
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<tr>
<td>CDP</td>
<td>Carbon Disclosure Project</td>
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<tr>
<td>CH₄</td>
<td>Methane</td>
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<td>CMAP</td>
<td>Chicago Metropolitan Agency for Planning</td>
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<td>CO₂</td>
<td>Carbon dioxide</td>
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<tr>
<td>CURB</td>
<td>Climate Action for Urban Sustainability Tool</td>
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<td>FEJA</td>
<td>Future Energy Jobs Act</td>
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<td>FSI</td>
<td>Flood Susceptibility Index</td>
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<td>GCoM</td>
<td>Global Covenant of Mayors for Climate and Energy</td>
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<tr>
<td>GHG</td>
<td>Greenhouse gas</td>
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<tr>
<td>GPC</td>
<td>Global Protocol for Community-Scale Greenhouse Gas Emission Inventories</td>
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<tr>
<td>GRC</td>
<td>Greenest Region Compact</td>
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<td>IECC</td>
<td>International Energy Conservation Code</td>
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<td>IPCC</td>
<td>Intergovernmental Panel on Climate Change</td>
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<td>IUC</td>
<td>International Urban Cooperation</td>
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<td>MMC</td>
<td>Metropolitan Mayors Caucus</td>
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<tr>
<td>MMTCO2e</td>
<td>Million metric tons of carbon dioxide equivalent</td>
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<td>NOAA</td>
<td>National Oceanic and Atmospheric Administration</td>
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<td>N₂O</td>
<td>Nitrous oxide</td>
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<tr>
<td>RCP</td>
<td>Representative Concentration Pathway</td>
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<td>RPS</td>
<td>Renewable Portfolio Standard</td>
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EXECUTIVE SUMMARY

We have begun the decisive decade: climate action must reduce greenhouse gas emissions, and we must adapt equitably to changes that are inevitable. This plan for the Chicago metropolitan region—one of the first regional climate plans in the United States—is our call to action. We will address global and local climate challenges via municipal leadership.

Over a 16-month period, beginning in August 2019, the Caucus brought together 270 people from 175 organizations, including representatives of 53 municipalities and counties. Three workshops demonstrated how the Greenest Region Compact (GRC) can help municipalities reduce greenhouse gas (GHG) emissions. Four workshops focused on identifying and adapting to regionally important climate-related hazards, especially flooding and heat, using the U.S. Climate Resilience Toolkit’s Steps to Resilience3 and while centering actions on social equity. As a result of these engagements, the GRC has augmented its library of municipal-scale actions for both climate mitigation and adaptation.

The strategies contained in this plan are specifically tailored for action at the municipal scale. Municipal governments are uniquely positioned to lead, enact policies, and encourage others to take action. These three roles are prominent throughout the plan because they reflect actions that municipalities can take independently. The Caucus will work with its membership, starting with its 136 GRC signatories, to immediately undertake these common sense strategies so that, collectively, we may address the depth and complexity of the climate crisis.

A multi-jurisdictional approach is needed for addressing the climate crisis. Each community must link its work to that of others to address the regional and global scope of the global climate challenge. If one municipality reduces GHG emissions but the larger region makes no progress, climate change and its related impacts will accelerate. The same can be said at broader scales. If Chicagoland reaches net zero emissions but the state and nation take no action, the climate crisis will worsen. This plan positions us as leaders in the national effort to mitigate that crisis.

Climate adaptation also requires coordination. Building resilience must address social inequity to meet our shared objectives across all communities. Municipalities must urgently coordinate action to both mitigate and adapt to climate change.

Our region begins its mitigation efforts with a clean energy advantage, but we must swiftly complete the transition to 100% clean energy sources. The greatest opportunities to reduce GHG emissions come from electrifying transportation, optimizing building energy, and enacting clean energy policies.

Fostering healthy ecosystems to capture and store carbon will enhance quality of life, recreation, flood protection, and a multitude of other benefits. Mitigation and adaptation go hand-in-hand.

Planners, scientists, and engagement with GRC signatories spotlighted six high-priority climate hazards and their potential impacts to people, assets, and resources: Heat and Health; Flooding and Homes; Flooding and Infrastructure; Flooding and Transportation; Drought and Water Supply; and Air Quality, Flooding, and Public Health.

This plan identifies particular municipal strengths in community engagement and collaboration to address hazards for equitable outcomes. Overarching actions to confidently build community resilience, such as local assessment and planning, require cooperation across the region. The impacts and strategies in this plan are important, but building resilience is an iterative process that will require sustained effort given the fact that the climate system will continue to vary (for natural reasons) and to change (due to past decisions).

Municipal leaders may now take strategic actions to build cohesive, resilient communities and meet urgent targets to halt greenhouse gas emissions. Strategies are anchored in the Greenest Region Compact, informed by dozens of preceding climate action plans and tools, and ultimately aligned with global targets through the powerful Global Covenant of Mayors for Climate and Energy.

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The Climate Action Plan for the Chicago Region encompasses two goals, each with its own interim targets and objectives, to reduce future impacts and adapt to a changing climate: (1) **net zero GHG emissions** and (2) **persistent, equitable climate adaptation**.

### CLIMATE MITIGATION GOAL
**Net zero greenhouse gas emissions**

**INTERIM TARGETS**

<table>
<thead>
<tr>
<th>Year</th>
<th>Target</th>
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<tbody>
<tr>
<td>2030</td>
<td>Reduce GHG emissions 50% from 2005 levels</td>
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<tr>
<td>2040</td>
<td>Reduce GHG emissions 65% from 2005 levels</td>
</tr>
<tr>
<td>2050</td>
<td>Reduce GHG emissions at least 80% from 2005 levels</td>
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**MITIGATION OBJECTIVES**

1. Demonstrate leadership to reduce emissions.
2. Decarbonize energy sources.
3. Optimize building energy.
4. Implement clean energy policies.
5. Decarbonize transportation.
6. Reduce vehicle miles traveled.
7. Manage water and waste sustainably.
8. Sustain ecosystems to sequester carbon.

### CLIMATE ADAPTATION GOAL
**Persistent, equitable climate adaptation**

**INTERIM TARGETS**

<table>
<thead>
<tr>
<th>Year</th>
<th>Target</th>
</tr>
</thead>
<tbody>
<tr>
<td>2030</td>
<td>Climate-resilient governance</td>
</tr>
<tr>
<td>2040</td>
<td>Resilience across jurisdictions</td>
</tr>
<tr>
<td>2050</td>
<td>Cohesive, resilient communities</td>
</tr>
</tbody>
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**ADAPTATION OBJECTIVES**

1. Engage and educate the community about climate resilience and adaptation.
2. Incorporate equity and inclusion into climate adaptation efforts.
3. Collaborate and build capacity for a more resilient community.
4. Enact plans and policies focused on adaptation and resilience.
5. Adapt operations and investments for future climate conditions.
Climate change threatens human health, infrastructure, natural resources, agriculture, transportation, and the economy as a whole. No single community can solve these issues on its own. Action to mitigate the root causes of climate change through emissions reductions and to adapt to the effects of climate change must be taken at a scale and speed that can only be accomplished through regional and international collaboration. Municipalities and counties in our region are exposed to a common set of threats and opportunities related to climate change. By working together we give ourselves the best chance of achieving our collective goals, building a prosperous and sustainable Chicago region, and improving the quality of life for all of our citizens.

The Metropolitan Mayors Caucus (Caucus) and 175 organizations who contributed to the creation of this plan bring a strong sense of cohesion to meet this enormous challenge at a regional level. This climate action plan, the first for the Chicago metropolitan region and one of the first regional-scale plans of its type in the United States, acknowledges the threats of a changing climate while laying a foundation for climate mitigation and for equitably building our region’s strong and collaborative resilience through municipal leadership.

This project galvanizes planning being done at the regional level as well as action being taken by municipalities at the local level. It builds on existing knowledge about greenhouse gas sources and current climate hazards that communities are already facing. This plan considers climate mitigation and adaptation challenges and opportunities at the regional level but aims to empower municipalities to take strategic action. It considers the most threatening climate-related hazards and impacts, predominantly heat and flooding, and proposes actions that can help the region adapt to these conditions while creating opportunities for communities to thrive.

THE CASE FOR MITIGATION AND ADAPTATION

Our region (Figure 1) must join countries, other cities, businesses, and organizations around the world in halting the emission of greenhouse gases (GHG), the root cause of climate change. Burning carbon-based fossil fuels for transportation, building energy and electricity generation are the most significant sources of GHG in the atmosphere. To make necessary and drastic cuts in energy consumption and use cleaner, carbon-free sources of energy like wind and solar, we must make changes to the way people and goods move about the region. We must also alter the way we power buildings and manage land use and waste.

Globally, the severity of climate change impacts is dependent on the rate of carbon dioxide (CO₂) and other GHG emissions. Since industrialization, GHG emissions have already caused Earth to warm 1.0 degree Celsius, resulting in global disruption of natural systems. On the current trajectory, Earth will reach 1.5 degrees Celsius of warming between 2030 and 2050.⁴ This is the decisive decade for reaching regional and national commitments and goals. Urgent and effective climate mitigation is imperative.
In 2015, 196 countries committed to the Paris Agreement, pledging to cut emissions to limit global average temperature rise in this century to well below 2 degrees Celsius while pursuing efforts to limit the temperature rise to 1.5 degrees. In January 2021, President Joe Biden recommitted the United States to the Paris Agreement. Between 2010 and 2015, GHG emissions in the Chicago region dropped 7%—an encouraging sign, to be sure, but insufficient to support national and global commitments to tackle the climate crisis. Action to cut emissions must be coordinated and greatly accelerated to meet the targets of this plan and the Paris Agreement. This plan proposes climate mitigation solutions, scaled for municipal action, that range from changing individual behaviors to implementing more sustainable land use policies and transitioning to clean energy sources. The regional climate mitigation goal is **net zero emissions**.

Climate change is already causing extreme weather events, such as extreme rain storms, which cause flooding and endanger people, places, and the assets we value. Plans, operations, investments, and adjusted expectations are needed to protect communities, absorb the climate shocks, and “build back better” when disasters occur. The regional climate adaptation goal is **persistent, equitable adaptation**.

**THIS PLAN IS A RESPONSE TO THE CLIMATE CRISIS**

The Caucus and its partners are ready to take action on the most complex part of predicting future climate: human decision-making. Our member municipalities are home to 8.9 million people in one of the world’s most economically vibrant regions. We can collectively make proactive decisions about energy supply, infrastructure, livelihoods and governance so that we all thrive in a changing world. The Caucus is committed to supporting the best decisions we can, given the information we have available today. The Chicago region is home to many internationally recognized experts leading the study and documentation of the climate system. Simulations of Earth’s climate system, called “coupled ocean-atmosphere models,” have revealed that human choices have already altered the frequency and severity of climate-driven weather events, including heat, precipitation, cold, drought, ocean characteristics, seasons, and more.4

The greatest uncertainties in evaluating realistic future climate conditions are the decisions people might make. Those decisions, in turn, will affect the planet’s future climate. Climate scientists simplify human decisions using distinct trajectories of GHG concentrations in the atmosphere. These “Representative Concentration Pathways” provide the boundary conditions for running physics-based models in supercomputers to evaluate the ways our planet might change in response to the collective decision-making of our species.

Below, we show figures that emphasize Representative Concentration Pathways 8.5 and 4.5. The former, also known as “RCP 8.5,” is a trajectory of GHG concentrations that would produce an excess radiative forcing of 8.5 Watts over every square meter of Earth’s surface by the year 2100. Current emissions track reasonably well with the RCP 8.5 trajectory; RCP 8.5 is often referred to as “business as usual” or a “higher” trajectory. Another trajectory referenced as “moderate” below (Figure 3) is “RCP 4.5”; this trajectory levels off after mid-century, producing excess radiation of 4.5 Watts per square meter for the entire planet by 2100. While it requires substantial emissions reductions, RCP 4.5 would greatly overshoot the aspirational goals of the Paris Accord.

The future is unwritten. The Caucus and its partners are seeking to reduce emissions to net zero to avoid the unmanageable impacts resulting from climate change under either RCP 8.5 or RCP 4.5. We seek to manage the unavoidable by adapting to climate variability and change that we anticipate will continue to threaten the people, places, and resources in our region.

The next few pages present recent findings about changing patterns of heat, cold, and precipitation in an effort to guide local decisions that will reduce GHG emissions and to adapt to the impacts that we ultimately do not prevent. We encourage the reader to dig deeper into the scientific literature about climate science by reading the reports we cite as well as new research, which is published continually by dedicated climate scientists.

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The Chicago Metropolitan Region

The region encompasses seven counties and 284 municipalities and is home to 8.9 million residents.

**Figure 1.** Map of the Chicago region indicating counties and municipalities served by the Chicago Metropolitan Agency for Planning and the Metropolitan Mayors Caucus and the councils of government (COGs) that have adopted the Greenest Region Compact (GRC). Source: CMAP
Our region has witnessed faster warming than the globe as a whole. Greenhouse gas (GHG) emissions are known to be the primary driver of this change. Reducing GHG emissions is vital because the trajectory of warming will be much more rapid and extreme with higher rates of GHG emissions. Because carbon dioxide persists in the atmosphere for a long time, temperature will continue to increase throughout the 21st century regardless of global action on climate change. Therefore, people and governments must also adapt to the many ways that a changing climate will impact them. A warmer atmosphere holds more moisture, increasing the frequency and intensity of heavy rain and snow events. The most common climate-related hazards facing our region are heat and flooding.\(^5\)

**TEMPERATURE AND HEAT**

Heat is the leading cause of weather-related death in the United States.\(^6\) During the years 1985–2016, average temperature in the states that border the Great Lakes rose by 1.4 degrees relative to the early 20th century (1901–1960).\(^5\)

By the end of the century, a higher emissions scenario (RCP 8.5) would force two to three months’ worth of additional days each year with temperature exceeding 90 degrees Fahrenheit for people in the Chicago region (Figure 2). This persistent heat would bring higher air conditioning costs, more energy usage, higher water demands, water treatment challenges, and problems for agriculture, forestry, and natural resource management. Extreme temperatures on the hottest days of the year are projected to increase substantially in Cook County (with a mean change of 7 degrees Fahrenheit across many climate models) by mid-century.\(^8\)

While temperatures exceeded 100 degrees Fahrenheit perhaps a few times a year in northern Illinois throughout the 20th century (data not shown but are available from the U.S. Climate Resilience Toolkit), some models suggest this threshold could be crossed nearly 30 times per year by 2050 (Figure 3).

Extreme heat poses health threats to vulnerable people with heart or breathing conditions or who do not have access to air conditioning. Structures and dense development in urban areas absorb and hold heat, amplifying impacts in urban heat islands (Figure 5). Urban heat island effects combined with heat waves disproportionately affect people of color and vulnerable populations. The 1995 heat wave was the deadliest weather event in Chicago history. Extreme heat lasting over several days and nights, coupled with inadequate communications, infrastructure, and social and emergency response, led to 739 tragic deaths. Most victims were poor and elderly. This event is indelible in the memories of residents, leading many to be concerned about the potential impacts of future heat waves.

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Higher Emissions
Moderate Emissions

Figure 3. Annual days with maximum temperature greater than or equal to 100°F in northern Illinois.
Source: U.S. Climate Resilience Toolkit

The number of freezing days could decrease by 20 to 60 days between 2070 and 2100 under RCP 8.5 (Figure 4). Warmer winter temperatures increase the need for road repairs when repeated freeze-thaw cycles burrow cracks into pavement. A wintry mix of rain and snow falling together causes hazardous driving conditions and the need for de-icing operations, which contributes to groundwater contamination.

While Chicagoland residents might welcome fewer freezing days, this shift in climate represents a radical departure from historical norms that will greatly affect people, agriculture, and other plants and animals that inhabit the region. With fewer freezing days, the growing season would continue to lengthen, while destructive storms, floods, and droughts would become more frequent. Pests and diseases are likely to encounter better conditions for growth, reproduction, and dispersal. Unprecedented temperature, moisture, and energy demands will need to be managed as climate patterns change more and more rapidly throughout the 21st century.

For more details, see Appendix C, Illinois State Climate Summary, for analyses conducted in 2017 for the 4th National Climate Assessment.
Figure 5. This map of land surface temperature, derived from satellite data acquired July 21, 2014, shows temperature to be greater where paved surfaces dominate the landscape. Source: CMAP
The people and places that make up the Chicago region are already confronting the adverse impacts of climate change. Overall U.S. annual precipitation increased 4% between 1901 and 2015, but the Great Lakes region saw an almost 10% increase over this interval, with more precipitation coming as unusually extreme events. According to the NOAA’s Illinois State Climate Summary (Appendix C) and the 2019 Assessment of the Impacts of Climate Change on the Great Lakes,9 Illinois is likely to see more rain (Figure 6) and less snowfall (Figure 7) during the winter months. The region is also likely to see an increased number of very large storms, with longer dry spells between rain events. This change in the timing and intensity of precipitation will likely continue to increase the frequency of both flooding and drought.

Figure 6. Percent change in the annual maximum 5-day rainfall under RCP 8.5 for 2070–2100 compared to 1976–2005. Source: Great Lakes Climate Change Report9

Figure 7. Percent change in annual snowfall under RCP 8.5 for 2070–2100 compared to 1976–2005. Source: Great Lakes Climate Change Report9

Between 2007 and 2014, insurance paid out flood-related damages of $1.832 billion in the Chicago metropolitan region (Figure 8). Most of the damage was tied to five storm events, and 90% occurred outside of the mapped 100-year floodplain. People harmed by flood damage are predominantly in Economically Disconnected Areas of our region and are less able to respond and recover (Figure 9).

CMAP analysis of flood risk in the region has shown that communities with lower incomes and a high proportion of minority residents typically have the greatest exposure to flooding. Due to historical disinvestment, these same communities also tend to have lower capacity to prepare for and recover from flood events. During the development of the ON TO 2050 Comprehensive Plan, CMAP defined Economically Disconnected Areas as census tracts with higher-than-average concentrations of low-income and minority or limited English-speaking residents. Economically Disinvested Areas are non-residential census tracts exhibiting signs of long-term economic challenges, including employment loss, limited small business lending, and low commercial real estate values. Economically Disconnected and Disinvested Areas are significantly more likely to have a high degree of flood risk (a score of eight or higher) than the rest of the region.

**Figure 8.** Total public and private flood insurance and disaster relief payouts for flooding, by geography, 2007-14. Note: Statewide includes Public Assistance grants, which are not broken down by geography. Source: CMAP and Illinois Department of Natural Resources (IDNR).

**Figure 9.** Urban flood susceptibility per 100 acres in Economically Disconnected and Disinvested areas compared with the remainder of the region. Note: Economically Disconnected and Disinvested areas are more likely to be in flood susceptible locations. However, this varies by county and is most significant in Cook, Kane, and Lake. Source: Chicago Metropolitan Agency for Planning, 2018.

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INTRODUCTION

Figure 10. Total flooding damage payments associated with National Flood Insurance Program (NFIP), Individual Disaster Assistance (IA), and Small Business Administration (SBA) programs per 2010 household by ZIP code in the Chicago region from 2003 to 2015. Source: CMAP.
Impacts from climate change are profoundly inequitable. Historical policies and systemic racism have created conditions that leave low-income individuals and people of color more vulnerable to climate-related hazards, as evidenced by heat and flooding impacts discussed above. Underlying conditions such as poor stormwater infrastructure, inadequate housing stock, lack of tree cover, exposure to air pollution, and barriers to transit and active transportation are chronic stressors that amplify impacts from climate hazards like flooding and extreme heat.

These underlying conditions also exacerbate health outcomes from stressors like air pollution and poor indoor air quality. In Illinois, low-income communities and people of color are more likely to have,\(^13\) and die from,\(^14\) asthma. These same communities are also more likely to be exposed to air pollution, which exacerbates asthma and is linked with an increased risk of dying from COVID-19. The coronavirus pandemic has illustrated how disasters aggravate existing stressors and further polarize health inequities. Much like the pandemic, climate change is a threat multiplier, meaning it will further intensify existing inequities.

ZIP codes can be predictors of life expectancy given the social determinants of health found therein. These are the conditions of the environment where we are born, live, work, and play, such as access to parks, quality education, and clean air (Figure 11). The Center on Society and Health at the Virginia Commonwealth University looked at life expectancy

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Life expectancy differs throughout Chicago along the Red, Orange, and Green Lines (Figure 14). For example, the life expectancy for someone living in Washington Park is 69 years, while it is 85 years for someone living in the Loop—a 16-year difference between two neighborhoods that are only eight miles apart in the same city. For a stronger, more equitable future, our region needs to collaborate to ensure that every resident enjoys conditions that support good health and opportunities to thrive.

Responding to climate-related impacts starts with an assessment of who and what is vulnerable. This plan—which aims to protect vulnerable people, places, and things—is based upon a qualitative assessment of exposure, vulnerability, and risk for communities throughout the region. We acknowledge that existing mapping and evaluation of socioeconomic vulnerability may not capture the multiplicity, severity, or extent of vulnerability.

Mitigation strategies offer opportunities to address historic inequity by integrating environmental justice principles into clean energy goals. Strategies that reduce building energy demands and provide affordable renewable energy can reduce the energy burden on vulnerable households. Further, strategies that optimize building energy and advance clean energy offer economic opportunities in the growing clean energy industry. In 2019, the Chicago metro region added 1,188 jobs in the solar energy industry, placing it second among metro areas for solar jobs growth16(Figure 12 & 13). A survey of diversity and inclusion in the solar industry indicated that 24% of solar firms have a strategy in place to increase representation by people of color.17

Achieving equity would mean that all people are justly and fairly included in society and that everyone is able to participate, prosper, and achieve their full potential. An equitable approach recognizes that everyone enjoys different advantages and faces different challenges, and that everyone should be treated justly and fairly. This climate action plan strives for that equitable approach.

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COORDINATED EFFORT
This project galvanized our region’s growing political will for climate action and leveraged our regional knowledge and capacity. The Metropolitan Mayors Caucus Executive Board formally committed to the GCoM in early 2020 on behalf of its 275 municipal members, making it the largest region in the cohort. The Caucus joins just five Illinois cities and 149 other U.S. cities with commitments to GCoM. Globally, more than 10,000 cities and regions in 130 countries have committed to GCoM. The completion of research done to prepare this plan, and the plan itself, satisfy GCoM requirements.

These requirements are:

- A regional-scale greenhouse gas (GHG) emissions inventory;
- An assessment of climate hazards and vulnerabilities;
- An ambitious, measurable, and time-bound target to reduce greenhouse gas emissions;
- Ambitious adaptation vision and goals to increase local resilience to climate change;
- An ambitious and just goal to improve access to sustainable energy; and
- A climate action plan that articulates objectives and recommends strategic actions for both climate mitigation and adaptation.

The Caucus will also regularly report actions and outcomes using GCoM’s Common Reporting Framework.
CLIMATE LEADERS

Climate action must occur across a complex and interrelated landscape of government jurisdictions with sometimes overlapping geographies and shared constituents, but the well-being of people must be at the center of climate action. Protecting quality of life and the opportunity for all people to thrive is the reason for this plan.

At the international level, the Intergovernmental Panel on Climate Change (IPCC) of the United Nations provides regular assessments of the scientific basis of climate change, its impacts and future risks, and options for adaptation and mitigation. Nations express vision and common commitment through the Paris Agreement and take broad actions to meet their own targets, known as Nationally Determined Contributions. The U.N. also created the Sendai Framework for Disaster Risk Reduction 2015–2030 and the Sustainable Development goals, which are integrated into this plan. United States federal leadership is essential in establishing regulations, making investments, and cementing a culture of individual commitment necessary to stabilize the climate. The federal government has renewed its commitment to the Paris Agreement. The Biden administration is signaling decisive climate leadership, including the proposed American Jobs Plan, which would invest in equitably building resilience and mitigating climate change.

The Chicago metropolitan region has a strong history of collaborative leadership to address regional challenges. At our roots is the visionary Plan of Chicago, which considered the vibrancy of the city in the context of a beautiful, safe, thriving region. Communities are connected by shared infrastructure, transportation, and energy systems fundamental to our ability to respond to climate change. A region-wide approach to climate planning reflects the power of participatory planning and collaborative problem solving modeled by CMAP’s ON TO 2050. This plan aims to leverage the strengths of municipal government and proposes a coordinated approach to align resources and share expertise to move our region toward a sustainable future. Key players in the planning and implementation of this plan are described below.

The GRC is now adopted by 132 municipalities and four counties, forming the largest regional sustainability collaborative for municipalities in the U.S.

Figure 17. Regional Climate Plan Mitigation Workshop, October 2019. Image credit: Cheryl Scott.

METROPOLITAN MAYORS CAUCUS

The Caucus is a unique council of governments that unites nine sub-regional councils of government and 275 municipal members. It fosters regional collaboration among municipalities and supports its members in taking sustainable actions. Former Mayor Richard M. Daley ushered in a sustainable identity for Chicago during his 20-year tenure and founded the Caucus. Chicago’s sustainability leadership inspired complementary action by suburban leaders with the original Greenest Region Compact (GRC) in 2007. In 2016, the Caucus updated the GRC to articulate 49 sustainability goals in 10 categories and provide guidance to achieve these goals with the extensive GRC Framework. The GRC Framework offers hundreds of sustainability strategies in a checklist-type format that allows municipalities to assess their current efforts and develop their own tailored sustainability plan. A hallmark of the GRC is its practical approach that encourages communities of all sizes and strengths to participate and supports their success. The GRC is now formally adopted by 132 municipalities and four counties in the region. This forms the largest regional sustainability collaborative for municipalities in the U.S., representing 6.2 million residents. Many GRC communities participated in the development of this climate action plan.

The Caucus and its powerful collaboration of GRC communities was encouraged to undertake regional climate planning through the Regional and Metro-Scale Climate Leaders program and led the project through to completion. The Caucus will continue to guide municipal climate action as the region’s signatory to the Global Covenant of Mayors for Climate and Energy.

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MUNICIPALITIES

Municipalities in the region have demonstrated the will and ability to take sustainable actions and sustain vibrant cohesive communities that can withstand climate impacts. Research done to prepare the GRC showed that 81% of communities are taking measurable steps toward sustainability. Dozens of communities have sustainability plans, some created with support from CMAP and many more created using the GRC Framework. Yet community-scale climate plans are quite rare in the region. Chicago developed the first *Chicago Climate Action Plan* in 2008 and later released a comprehensive resiliency plan, *Resilient Chicago: A Plan for Inclusive Growth and a Connected City* in 2019. Evanston, Highland Park, Northbrook and Park Forest also have their own climate action plans. A few other communities incorporate mitigation targets or climate risk assessments into other plans and guiding documents. This overarching climate plan for the region realizes economies of scale, providing guidance and benefits to all municipalities in the region. Municipalities that have adopted the GRC have formally expressed support for climate action and are poised to be powerful partners in achieving the objectives of this plan.

COUNTIES

The seven counties of the Chicago metropolitan region have important roles, particularly in climate adaptation. Counties lead in developing hazard mitigation plans, including comprehensive risk assessment, that are adopted by municipalities within their boundaries. Counties and water reclamation districts such as the Metropolitan Water Reclamation District of Greater Chicago (MWRD) prepare stormwater management plans and implement them through county-wide ordinances to manage stormwater and prevent flood damage. Essential health planning and services, like protecting against environmental hazards, are in the purview of county government.

REGIONAL STAKEHOLDERS

Regional stakeholders work in communities across the Chicago region and engage in cross-jurisdictional issues including transportation and mobility, land use, the regional economy, equity, climate, and the environment. CMAP has engaged in climate mitigation, resilience, and adaptation planning through ON TO 2050, the region’s comprehensive plan. ON TO 2050

"This helps our municipality have a clear plan of where to go and strategies to take when it comes to climate planning, as we have little technical resources within the City." —Caucus member

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is structured around three core principles: resilience, inclusive growth, and prioritized investment. The plan specifically calls for the region to mitigate the impacts of climate change by transitioning to a cleaner transportation system and expanding low and zero-carbon energy generation. The plan also calls for the region to prepare for the unavoidable effects of climate change by strengthening green (nature-based) and gray (traditional, man-made) infrastructure, incorporating resilience into planning and development decisions, and improving operational responses to extreme weather events.

Other regionally focused entities are also critical to accelerating climate solutions. The Regional Transportation Authority, Metra, Pace, Metropolitan Planning Council and the Chicago Area Clean Cities Coalition are working together to reduce the transportation system’s climate impact. The Nature Conservancy, Openlands, and Chicago Wilderness are addressing land conservation and resilience issues. Metropolitan Planning Council and Center for Neighborhood Technology address multiple climate issues including water, flooding, equity and transportation. These and other regional entities should work with municipalities to advance local and regional climate action.

STATE OF ILLINOIS

Illinois has a number of policies that are supportive of clean energy and will help drive progress toward the objectives of this climate action plan. Illinois’ Renewable Portfolio Standard (RPS) requires that 25% of electricity sold by utilities be offset by renewable sources by the year 2025.24 The Future Energy Jobs Act (FEJA) (P.A. 99-0906) was enacted in 2017 to strengthen and diversify clean energy generation within the state. The law provides equitable access to distributed renewable energy options such as community solar and rooftop solar for all consumers and special funding for low-income solar projects.

The State’s Energy Efficiency Portfolio Standard requires electric utilities to invest in energy efficiency programs and sets annual performance standards. This is expected to achieve a 20% reduction in energy consumption over 2017 base levels by the year 2030.25

In 2019, Governor J.B. Pritzker joined 24 other governors in committing to the U.S. Climate Alliance, pledging to advance the goals of the Paris Agreement, report progress, and accelerate policies to reduce carbon pollution and promote clean energy. The Governor also released a plan in August 2020, Putting Consumers & Climate First: Governor Pritzker’s Eight Principles for a Clean & Renewable Illinois Economy, that calls for a state energy goal of 100% renewable energy by 2050.26 Comprehensive clean energy legislation, which could accelerate state progress toward decarbonization, is now under consideration by the Illinois General Assembly.

26 Ibid.
HOW TO USE THIS PLAN

This Climate Action Plan identifies common objectives for regional stakeholders to consider, though strategies are scaled for municipal action.

The regional GHG inventory and emissions models are likely of great value to municipal leaders embarking on local climate action. This assessment will help local leaders prioritize actions related to building and transportation energy, the two greatest sources of GHG emissions. Individual communities need not undertake their own local GHG inventories to exercise their authority and influence to help the region mitigate climate change.

Proposed mitigation solutions necessarily span a wide range—from actions that are relatively simple and affordable, like making buildings energy efficient, to actions that are complex and formidable, like district energy systems. Municipalities may lead by demonstrating low-carbon operations and choices within their own operations. Municipalities may enact policies, like streamlining solar codes and processes that accelerate the transition to clean energy, or they may encourage others to reduce GHG emissions with investments and behaviors, like creating paths and infrastructure that encourage people to walk or bike instead of drive. Mitigation strategies are framed for municipalities to effect change using these three primary levers, when they can.

The value in the regional climate risk and vulnerability assessment is to focus actions to protect people, places, and things that are increasingly in harm’s way given a changing climate. Through diverse stakeholder input, this plan prioritizes climate hazards and impacts threatening communities in the region, primarily heat and flooding. The plan’s adaptation objectives leverage municipal strengths and authorities and underscore the importance of equity. It presents strategies that municipalities can take independently and in the near term to begin adapting to climate change. It does not, however, provide a ranked set of priorities for each of the 284 municipalities in the region. In an ideal world, adaptation would ensue from each local government taking the Steps to Resilience to understand its own climate-related exposure, vulnerability, and risk. We recognize that resources for such an effort may not be available in all communities. Nonetheless, each government will need to prioritize its own concerns prior to planning and taking adaptation actions that may require substantial resources in their own right.

The mitigation and adaptation strategies proposed in this plan are not exhaustive, but they do reflect priority actions that will effectively support adaptation and mitigation goals in the short term and using ideas that have been tested elsewhere. Strategies dovetail with Greenest Region Compact goals and should inform local sustainability plans. They are anchored in the region’s comprehensive plan, ON TO 2050, and build on that plan’s recommendations around community, prosperity, environment, governance, and mobility.
INTRODUCTION

To address the root causes of climate change—the buildup of greenhouse gases (GHG) in the atmosphere from the burning of fossil fuels—municipalities in the Chicago region must aggressively pursue the goals and objectives laid out below. We must use less energy overall. We must use energy from cleaner sources. We must remove GHGs from the atmosphere. This process of eliminating fossil fuels, commonly called “decarbonization,” will involve all dimensions of our society and culture. As we succeed in taking these bold steps to decarbonize, we will set an example for the state of Illinois and the nation as a whole.

In the following pages, we set a course toward reducing the causes of climate change. This mitigation plan rests upon inventories of emissions conducted for the years 2010 and 2015. We adopt goals for future emissions based upon international agreements and the best available science. Plausible emissions pathways based on simple assumptions of population growth combined with emissions intensity reveal that future goals are not going to be reached without striving toward explicit targets within critical sectors of the economy. Because of the pervasive nature of needed changes, we widely consulted constituents and government representatives throughout the planning process to guide reductions in emissions. Political will for decisive climate action at all levels drives this climate mitigation planning process.

GREENHOUSE GAS INVENTORY

Northeastern Illinois’ most recent region-wide greenhouse gas emissions inventory was conducted by CMAP during the development of the ON TO 2050 regional plan. The inventory included 2010 and 2015 county-level emissions data for three major GHGs: carbon dioxide (CO₂), methane (CH₄), and nitrous oxide (N₂O). The inventory included emissions from three sectors: stationary energy (electricity generation and energy used in buildings), transportation, and waste. The stationary energy sector includes emissions occurring as a result of grid-supplied electricity and natural gas used for heat, steam, cooling and other processes in the seven-county region. Emissions for stationary energy were calculated using data on electricity and natural gas fuel consumption supplied by the utilities serving the

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**Figure 20.** Greenhouse gas emissions in the Chicago region by subsector, 2015. Source: CMAP

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Illinois currently ranks seventh among states for total carbon dioxide emissions.

Figure 21. Average Household Carbon Footprint by ZIP code in 2014. Source: Jones and Kammen (2013)

According to this analysis, in 2015 the seven counties of northeastern Illinois produced approximately 119 MMTCO2e of GHG emissions (Figure 20). Over two-thirds of total emissions were derived from stationary energy, within which residential, commercial, and institutional buildings were the largest contributors. Nearly one-third of emissions derived from transportation. Within the transportation sector, on-road transportation, which included private and public cars, buses, and trucks, was overwhelmingly the largest source of emissions.
OBSERVED TRENDS

Within the ComEd service region, which includes the seven-counties surrounding Chicago as well as most of northern Illinois, power generation is currently 85% clean, a fact which is mostly attributable to local nuclear power generation. However, our region’s large population, its northern climate, and attendant heating requirements make Illinois a major contributor to the United States’ total GHG output. Furthermore, northeastern Illinois is a major manufacturing and transportation hub with a historical dependence on fossil fuels for electricity generation. Illinois currently ranks seventh among states for total carbon dioxide emissions. The relatively high carbon footprint of the region is visible in Figure 21, which depicts total carbon footprint by ZIP code for the U.S. as a whole.

Between 2010 and 2015, the region saw a 7% reduction in total emissions (Figure 22) and an 8.5% reduction in per capita emissions. These reductions were driven by expansion of renewable energy sources (wind and solar) and a transition from coal to less carbon-intensive energy sources, such as natural gas. This period also saw a small reduction in overall electricity use. These decreases offset the 1% emissions increase from the transportation sector.

In 2015, suburban Cook County generated the most emissions (Figure 23) of any geography in the region (36.1 MMTCO2e), followed by the City of Chicago (31.2 MMTCO2e) and Will County (14.1 MMTCO2e). Kendall County produced the least emissions (1.4 MMTCO2e). On a per capita basis, Kendall County (11.2 MMTCO2e/person) and the City of Chicago (11.4 MMTCO2e/person) were the most efficient. Will County (20.5 MMTCO2e/person) produced the most emissions per capita.

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... maintaining, or even doubling, the rate of reduction observed between 2010 and 2015 would be insufficient for achieving the climate stabilization target.

**SETTING REDUCTION GOAL AND TARGETS**

To develop emissions reduction targets and goals, we used two types of models, consulted literature, and engaged stakeholders and experts. We worked with regional stakeholders and scientists from Argonne National Laboratory, the University of Illinois, and NOAA to develop emissions reduction targets that are both realistic and aligned with the Paris Agreement’s goal of keeping global warming to less than 2 degrees Celsius. To that end, the Obama Administration committed the United States to a national emissions reduction of 80% below 2005 levels by 2050.

“The Paris Agreement aims to hold the increase in the global average temperature to well below 2°C above pre-industrial levels and pursue efforts to limit the temperature increase to 1.5°C above pre-industrial levels. Consistent with this objective, Parties aim to balance GHG emissions sources and sinks in the second half of this century or, in effect, achieve net-zero global GHG emissions.”

The Biden Administration has redoubled that commitment and set a national target of 50% emissions reduction by 2030. The majority of the plans referenced in Appendix A established emissions reduction targets at 80% of 2005 levels by 2050. We have adopted the 80% target for the year 2050. In addition, we have established interim targets for the years 2030 and 2040.

The CMAP team developed three future emissions scenarios, predicated upon the completion of the 2015 GHG inventory (Figure 24). Scenario 1 was based upon population growth through 2050 combined with per capita emissions from 2015; this is a business-as-usual scenario. Scenario 2 assumed that per capita emissions will decrease at the same rate of decrease observed from 2010 to 2015 (approximately 8.5% over five years). Scenario 3 was predicated on a doubling of that rate of decrease in per capita emissions (approximately 17% over five years).

![Figure 24. Emissions forecasts for the Chicago region. Source: CMAP.](image-url)
When emissions reduction from all objectives are combined, total forecasted 2050 emissions exceed the 80% reduction target but fall short of the net zero emissions goal.

These simple assumptions and calculations clearly establish that maintaining, or even doubling, the rate of reduction observed between 2010 and 2015 will be insufficient for achieving the climate stabilization target. To reduce emissions 80% by 2050, per capita emissions must decrease by approximately 23% every five years. Such a reduction would be approximately 2.7 times the rate of decrease observed between 2010 and 2015. Without ambitious targets and effective strategies as described in this climate action plan, our region will not achieve its climate stabilization targets.

The Paris Accord also urges action toward “net zero” emissions, or carbon neutrality. Carbon neutral means that overall GHG emissions attributed to an organization or region are minimized and excess emissions are offset by supporting additional mitigation or sequestration actions elsewhere. In advance of COP26, the next UN Climate Change conference, the global push to reach net zero and keep global temperature rise to 1.5°C is intensifying. Many individuals and organizations participating in the development of this plan expressed a sense of urgency to strive for “net zero.” This plan sets an aspirational goal of achieving net zero in addition to the data-driven target of 80% reduction from 2005 levels by 2050.

**Goal**
Net zero greenhouse gas emissions

**Targets**
- Reduce GHG emissions 50% from 2005 levels by 2030
- Reduce GHG emissions 65% from 2005 levels by 2040
- Reduce GHG emissions 80% from 2005 levels by 2050

**SETTING OBJECTIVES AND STRATEGIES**
Reaching the 80% reduction target by 2050 will require political action and massive changes in all economic sectors. We explored these possibilities through stakeholder input and consultation with international mitigation plans.

Three stakeholder workshops framed around the GRC were held to identify climate mitigation strategies that are achievable by local governments (see Appendix B). The GRC categories of Energy, Land, Mobility, Municipal Operations, Waste, and Water were analyzed and considered. The workshops underscored the importance of local leadership to enable local climate action and reduce emissions, though these results cannot be measured in the CURB tool. Within the stationary energy sector, the objective to Decarbonize Energy Sources was analyzed to critically examine the large impact of grid decarbonization, while building-level interventions such as efficiency upgrades and heating electrification were captured within the Optimize Building Energy objective.

Building energy, not including manufacturing, accounts for about 69% of GHG emissions in the region, so GRC objectives and strategies related to building energy were a significant focus during the mitigation workshops.

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Participants prioritized actions that will be both impactful and achievable, such as streamlining solar codes and policies to encourage private sector solar investment. On the other hand, changing the structure of municipal franchise agreements to remove barriers to municipal investment in solar for public facilities was considered quite challenging for local governments to undertake on their own. Regional collaboration is recommended to undertake this strategy.

Next, the CMAP team employed the Climate Action for Urban Sustainability (CURB) Tool (developed by the World Bank) to explore how discrete emissions reduction strategies could be combined to reach specific targets. The CURB tool allows users to establish mitigation goals for each of the three main sectors in the GHG Inventory—stationary energy, transportation, and waste—and define actions to achieve those goals. Within CURB, the team employed the PJM eGRID emissions factor to reflect electricity generation serving the Chicago region and to account for northern Illinois’ cleaner nuclear electricity generation. The geographical boundaries of PJM exclude some coal-burning facilities within the RFC West eGRID subregion (which is what was used for the 2015 inventory).

Because a different emissions factor was used, the starting point for modeling with CURB has a lower emissions starting point than the 2015 GHG inventory. The outputs of all discussions and analyses are reflected on pages 28 to 35, where emissions reduction targets are established and linked to strategies and actions within economic sectors throughout the region.

Stakeholders identified urban forest stewardship as an important local and regional objective. However, the benefits of forests and thriving landscapes to remove carbon from the atmosphere through sequestration could not be modeled using the CURB tool. Carbon sequestration benefits from the urban forest were estimated using data from the U.S. Forest Service and the Chicago Region Trees Initiative's goal of adding 22 million trees by 2050.

Fostering thriving natural systems to remove and store carbon furthers the magnitude of climate mitigation actions and produces abundant co-benefits for communities. Sequestration occurs in thriving ecosystems and healthy soils that support them. However, data to support modeling soil and herbaceous plant biomass in the region were not incorporated into this analysis.

Using aggressive but realistic assumptions for the adoption and implementation of mitigation strategies, the CURB analysis showed that an overall emissions reduction of 80%, relative to 2005 levels, is currently possible (Figure 25, heavy line). Without any intervention, emissions would increase along with forecasted regional population increase (dashed line, Figure 25). Mitigation actions were evaluated within the tool for 2030, 2040, and 2050 for the objectives listed in the legend.

The CURB analysis revealed great opportunities for rapid GHG reduction. If decarbonization of energy sources and electrification of the transportation sector occur rapidly, it would be feasible to reach an interim target of 50% GHG reduction by 2030. The CURB tool helped identify strategies, such as building electrification and

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the establishment of district energy systems, which are essential to meeting the GHG reduction target but which are not directly influenced by municipalities.

This is the decisive decade when policymakers and local leaders must step up to meet the climate mitigation target of 80% reduction by 2050. When emissions reductions from all objectives were combined, total forecasted 2050 emissions exceeded the 80% reduction target of 25.7 MMTCO2e but fell far short of the net zero emissions goal. Municipalities are an important part of the solution, but cooperation and commitment from utilities, industry, property owners, builders, and many others will be essential for bridging the gap between realistic targets and the aspirational goal of net zero emissions. To be sure, substantial technology, market, and behavior changes are needed to achieve the mitigation targets in this plan. To reach net zero by 2050, innovation and investment in solutions yet to be identified and modeled are urgently needed.

Both the scenario process and the CURB model show that aggressive mitigation action across all sectors will not eliminate GHG emissions in our region by 2050 without sustained, focused attention aimed at transforming the energy basis of our economy. Innovation in all facets of society will be essential to reach a goal of net zero emissions, or carbon neutrality.

The following pages summarize the eight climate mitigation objectives and key strategies needed to achieve this regional climate mitigation target: Reduce GHG emissions 80 percent from 2005 levels by 2050.
MITIGATION OBJECTIVES

1. Demonstrate Leadership to Reduce Emissions.
2. Decarbonize Energy Sources.
3. Optimize Building Energy.
5. Decarbonize Transportation.
6. Reduce Vehicle Miles Traveled.
8. Sustain Ecosystems to Sequester Carbon.

Appendix D contains a complete overview of all eight mitigation objectives and 42 mitigation strategies.
MITIGATION OBJECTIVES
AND STRATEGIES
Direct emission reductions are not possible without local leadership, public engagement and the supportive actions of local government. This objective supports all other mitigation objectives in reaching the overall GHG reduction target. Municipalities must lead in sustainability planning by engaging residents and articulating a shared vision and plan. Municipal operations can be smart and sustainable by conserving energy and resources.

LEAD
• Build and support a resilient local economy that supports climate objectives.
• Integrate smart technology into operations to effectively manage resource consumption (also Encourage others to do so).
• Demonstrate sustainability in municipal operations, purchasing and through public events.

EQUITY CONSIDERATIONS
• Engage diverse civic leaders in target-setting and implementation.
• Tailor plans to benefit vulnerable communities.

ENACT
• Adopt the Greenest Region Compact and a GRC-based sustainability plan aligned with regional climate objectives.
• Establish local sustainability targets that support the regional climate objectives.

OUTCOMES & CO-BENEFITS
• Leading by example inspires followers and cooperation across sectors.
• Alignment of local energy, water conservation, and waste reduction targets.
• Effective local plans guide action.
• Collaborative and accelerated GHG reduction.
• Local green jobs and sustainable businesses.
• Informed and engaged constituents.
• ‘Smart’ operations perform better.

Four counties and 132 municipalities support consensus sustainability goals within the Greenest Region Compact (GRC) to guide action and citizen engagement. With this plan, the GRC will now address the climate crisis.
Switching from fossil-fuel to cleaner sources to generate energy presents the greatest opportunity to meet our GHG reduction target. While 80% of energy generated regionally is already clean, this continued transition must include large utility-scale solar, wind, and nuclear power generation systems, and infrastructure to transmit, store and supply electricity to the grid when needed. The transition must be affordable for all consumers and support reliability. Smaller distributed energy resources, like rooftop solar, provide clean energy close to where they are used. District energy systems connect multiple buildings to highly efficient sources of heating and cooling energy.

**LEAD**
- Procure clean energy for municipal operations
- Build renewable energy and energy storage capacity to meet the clean energy needs of the region

**ENCOURAGE**
- Engage the community and policymakers to support existing clean energy and choose renewable clean energy through procurement, aggregation, financing, community solar, and other collaborative programs
- Partner with utilities to complete the decarbonization of the local grid and collaborate to decarbonize the multi-state regional grid
- Explore renewable district energy solutions

*See also: Implement Clean Energy Policies*

**EQUITY CONSIDERATIONS**
- Replace fossil fuel-fired power to improve air quality
- Demonstrate long-term utility cost savings
- Make clean energy options available to low-income households through incentives and collaborative procurement

**OUTCOMES & CO-BENEFITS**
- Thriving renewable energy industry
- Modern, efficient electric grid
- Resilient energy systems
- Informed clean energy consumers
- Reduce long-term costs

[Graph showing decarbonization targets for energy sources]

**Decarbonize Energy Sources reduction targets (MMT CO2e)**
- 2030: 34.5
- 2040: 51.1
- 2050: 57.9

--- Business As Usual
--- Target
Energy used for heating and cooling buildings is currently the largest source of regional GHG emissions. Operational and behavioral changes and more efficient equipment can reduce energy use. Growing numbers of policy and finance mechanisms support increased energy efficiency investments. Options to power buildings with zero-carbon energy sources, generate and store renewable energy are technically accessible to building owners. Electrifying heating, cooling, cooking and other operations allows emissions from the building sector to fall as the energy grid decarbonizes.

**LEAD**
- Retrofit municipal buildings, facilities, and streetlights for maximum efficiency.

**ENCOURAGE**
- Support electric space and water heating through demonstration, education, and incentives.
- Engage residential and commercial property owners to optimize building efficiency. Leverage programs such as demand response, energy efficiency incentives, and PACE financing.

*See also: Implement Clean Energy Policies*

**EQUITY CONSIDERATIONS**
- Invest in multi-family housing
- Reduce household energy burden
- Make homes safer, and more comfortable

**OUTCOMES & CO-BENEFITS**
- Reduce energy costs
- Improve building performance
- Improve heating and cooling
- Improve indoor air quality
- Create clean energy jobs

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**Optimize Building Energy reduction targets (MMT CO2e)**

- **2030**: 8.5
- **2040**: 12.9
- **2050**: 20.0

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- **Business As Usual**
- **Target**
Policies that promote building efficiency and support renewable energy can reduce GHG emissions over the long term. Local governments can set and support clean energy policies, though policies that are aligned with local, state and federal levels are most impactful. When possible, buildings should be net zero, generating at least as much renewable energy as the building efficiently consumes.

**IMPLEMENT CLEAN ENERGY POLICIES**

**ENACT**
- Support robust building energy conservation codes, benchmarking, and building performance standards to optimize energy efficiency for retrofit projects
- Require high performance, all-electric, and net zero new building construction
- Modernize municipal franchise agreements to leverage investment in clean energy and reduce costs to residents
- Adapt zoning codes and streamline development processes to accelerate investment in solar and other renewable energy systems

**ENCOURAGE**
- Support state and federal policies to advance clean energy

**EQUITY CONSIDERATIONS**
- Ensure benefits are shared equitably
- Reduce long term energy burden
- Eliminate utility franchise cost to residents
- Make rooftop solar more accessible by reducing soft costs
- Support retrofits and code compliance for low-income property owners

**OUTCOMES & CO-BENEFITS**
- Reduce energy and water costs
- Improve long-term building performance
- Leverage private investment in buildings
- Demonstrate technology and design to achieve net-zero
- Create operational resilience
- Create clean energy jobs

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**Implement Clean Energy Policies reduction targets (MMT CO2e)**

<table>
<thead>
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<th>Target</th>
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<td>2050</td>
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</table>

--- Business As Usual
--- Target
Vehicles used for transportation and freight are a major source of emissions in the region. Switching to electric vehicles (EVs) and improving fuel efficiency reduces these emissions significantly. Converting high-mileage transit and fleet vehicles to cleaner EVs can drive market demand for EVs and accelerate broad adoption in other vehicle markets. New networks of accessible EV charging infrastructure must support this expansion.

**OUTCOMES & CO-BENEFITS**
- Reduce tailpipe emissions and pollution
- Clean, quiet transit and service vehicles
- Reduce fuel cost over the long-term
- Reduce soft costs of installing EV charging
- Accelerate private investment in EVs and EV charging infrastructure
- Build safe and effective EV charging networks
- Create clean energy jobs

**EQUITY CONSIDERATIONS**
- Support access to clean transportation for all
- Invest in EV charging for multi-family dwellings
- Reduce health impacts from tailpipe emissions
- Reduce long-term fuel costs

**LEAD**
- Create accessible and reliable networks of electric vehicle chargers
- Transition fleets to low- and zero-emission vehicles

**ENCOURAGE**
- Support strong national fuel efficiency standards
- Encourage other public and private fleet operators to switch to low- and zero-emission vehicles
- Encourage residents to transition to electric vehicles through policies and infrastructure investment

**ENACT**
- Enact and enforce anti-idling policies
- Adapt development processes to accelerate investment in EV charging infrastructure

**Decarbonize Transportation reduction targets (MMT CO2e)**
- 2030: 9.8
- 2040: 17.7
- 2050: 24.0

**CLIMATE MITIGATION**
Whenever possible, walking, biking and public transit should replace trips made using single occupancy vehicles (SOVs). To encourage sustainable transportation choices, safe, accessible infrastructure like bike lanes, sidewalks, and multi-use paths are needed. Development anchored by access to transit, and collaboration to support robust transit service will reduce dependence on SOVs for the long-term.

LEAD
• Build and maintain safe, resilient, and accessible active transportation infrastructure (also Encourage others to do so)

ENCOURAGE
• Collaborate to enhance regional transit and expand capacity
• Encourage walking, biking and transit use through education, incentives, and collaboration

ENACT
• Prioritize transit-oriented and transit-supportive development and curtail sprawl
• Plan and design roadways and corridors to benefit all road users and promote active transportation
• Strategically manage parking policies to promote active and public transportation
• Promote multi-family housing development near transit stations and along transit routes

EQUITY CONSIDERATIONS
• Focus on safe and accessible transportation for vulnerable communities
• Reduce burden of owning and maintaining personal vehicles
• Better health outcomes
• Greater mobility to improve access to opportunity

OUTCOMES & CO-BENEFITS
• Development of more compact, accessible neighborhoods
• More walking and biking strengthens community cohesion
• Improve health and wellness
• Reduce infrastructure needed to support SOVs
• Reduce traffic congestion
• Improve air quality

Reduce Vehicle Miles Traveled reduction targets (MMT CO2e)

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<td></td>
<td>1.3</td>
<td>2.6</td>
<td>4.9</td>
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</table>

Business As Usual
Target
Managing waste sustainably requires actions ranging from smart consumer choices to waste systems and markets. A circular economy keeps material in use to reduce GHG emissions over the life-cycle of materials and products. Robust community recycling and composting, and strong markets for using these commodities is needed. Methane and other potent GHG emissions from landfills and wastewater systems can be captured and utilized.

**LEAD**
- Increase composting and biological treatment of waste
- Utilize compost and biosolids in landscaping
- Reduce energy used to process and deliver safe drinking water
- Reduce energy needed to manage wastewater
- Shift both drinking and wastewater operations to clean energy sources
- Conserve water and operate efficient water utilities to reduce energy demands
- Capture and convert wastewater biogas to energy (also **Encourage** others to do so)

**ENCOURAGE**
- Capture landfill emissions and eliminate pipeline methane
- Support circular economies
- Increase the volume of waste that is recycled and composted
- Encourage water conservation

**EQUITY CONSIDERATIONS**
- Reduce exposure to litter and illegal dumping
- Smart purchasing reduces waste
- Replace lead service lines for safe drinking water delivery
- Site landfills and waste operations to avoid harm to low-income and communities of color

**OUTCOMES & CO-BENEFITS**
- Reduce methane gas emissions
- Reduce embedded energy and emissions from production, transport, and disposal of materials
- Reduce persistent waste like plastic
- Grow recycling and organic waste industries
- Capture value from waste stream and operations

**MANAGE WATER AND WASTE SUSTAINABLY**

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<td>2050</td>
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Manage Waste and Water Sustainably
reduction targets (MMT CO2e)

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Business As Usual
Target
Growing and sustaining urban forests and natural ecosystems is a nature-based solution that will help meet the region’s climate mitigation target. All other mitigation objectives aim to rapidly reduce GHG emissions, while thriving trees, robust landscapes, and the soils that support them, capture CO\(_2\). All communities can plant and protect trees and both public and private property owners can contribute by growing and sustaining healthy urban ecosystems at any scale.

**LEAD**
- Manage public and private landscapes to optimize ecosystem services and support biodiversity
- Plant trees and sustain the urban forest (also encourage others to do so)

**ENCOURAGE**
- Encourage citizen tree stewardship
- Encourage property owners to install and maintain sustainable and native landscapes

**ENACT**
- Preserve soil through low-impact development and restore soil integrity

**EQUITY CONSIDERATIONS**
- Maintain accessible open space to invite safe and healthful activity
- Sustain tree canopy for cooling benefits in vulnerable communities
- Mitigate and restore nature on contaminated sites in environmental justice communities

**OUTCOMES & CO-BENEFITS**
- Improve air quality
- Sustainably manages stormwater
- Cooling shade mitigates heat islands
- Low impact construction preserves soil and water quality
- Shade reduces cooling energy demands
- Quality open space encourages active transportation and lifestyles
- Enhances livability and community character
- Supports pollinator and wildlife habitat

**Sustain Ecosystems to Sequester Carbon**

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**CLIMATE MITIGATION**
BUILDING RESILIENCE

2021

FLOODING

HEAT & HEALTH

AIR QUALITY

DROUGHT & WATER SUPPLY
This portion of the plan addresses the climate-related hazards we face as a region and recommends actions that will help communities adapt to changing climate conditions. Adaptation must occur in tandem with mitigation to protect the well-being of residents and the assets we value. To plan for resiliency, we first must understand exposure, vulnerability, and risk to climate-related hazards. The assessment and scoping presented below were done with stakeholder participation in a series of webinars and complemented by further research on climate vulnerability and risk. Priority climate-related impacts are listed as pairs of hazards linked to people, assets, and resources that regional leaders value. Corresponding objectives and strategies, scaled for municipal action, address these impacts.

This plan refers to adaptation actions that aim to reduce present and future harm as “building resilience” to climate-related hazards. The concept of resilience can be distilled to a simple principle, illustrated below (Figure 26). In the left figure, a community value or service operates at steady state until an acute hazard occurs, which is represented by the red lightning bolt. Focusing still on the left figure, the acute hazard pushes the level of service below an acceptable standard and causes permanent harm. Alternatively (now focusing on the right-hand picture), actions can be taken prior to an event to improve overall conditions. From this higher baseline, depicted by the green line prior to the acute hazard, the same event will not cause irreversible damage. Building resilience means improving conditions so that future disruptions can be accommodated.

The Steps to Resilience helps communities and decision makers to understand exposure, vulnerability, and risk to climate-related hazards and so they may prioritize actions to build resilience. Armed with a firm understanding of these concepts and how they relate to one’s own community, it is feasible to raise the baseline of services, quality of life, and community functions in order to withstand and recover from climate-related hazards.

Figure 26. A pictorial definition of resilience, “improving conditions so that future disruptions can be accommodated.”
Source: U.S. Climate Resilience Toolkit

STEP 1: EXPLORING HAZARDS

Beginning at Step 1 of the Steps to Resilience (Explore Hazards) we conducted a webinar on May 22, 2020, to gather input about the climate-related hazards or impacts of greatest concern.

Municipal leaders throughout the Chicago region indicated widespread concern with flooding and heat. Severe and frequent flooding impacts neighborhoods, road networks, bridges, culverts, and aging infrastructure designed to convey stormwater and to treat drinking water. Though relatively infrequent, extreme heat events present grave concerns to an aging population as well as those who lack air conditioning, well-insulated homes, tree-lined neighborhoods, and other protections against heat waves. Participants also cited vulnerability and equity concerns as motivation for addressing climate resilience.

Stakeholders expressed moderate concern about drought and mild concern about severe thunderstorms and severe winter weather. Some participants also expressed concerns about food supply, shoreline erosion, and increased prevalence and virulence of disease. Additional concerns from individuals included cascading impacts (from multiple hazards), infrastructure, pollution, and unspecified general concerns.

Climate-related hazards influence specific localities in unique ways. A neighborhood with very little urban tree canopy is likely to experience greater impacts from a warmer climate than one with a very dense urban tree canopy. Those two landscapes also have very different capacities to absorb heavy rainfall (Figure 27). Because municipalities and neighborhoods experience impacts in different ways, each one should evaluate and address those impacts independently.

Figure 27. The landscape settings of municipalities influence their sensitivity to flooding. In a rural setting, rainfall can infiltrate into soil. In an urban setting, rain runs across impervious pavement, thereby increasing the intensity and probability of flooding. Source: CMAP, Data Source: U.S. EPA
STEP 2: ASSESS VULNERABILITY AND RISKS

Because municipalities experience climate-related hazards and impacts in unique ways, it is important to understand and plan at a local level while keeping in mind the trends and hazards that concern the region as a whole. Table 1 presents a set of climate concerns compiled from literature reviews. To complement climate science assessments, we conducted a live survey (on May 22, 2020) of stakeholder perceptions about the probability and potential impacts from climate-related hazards. All participants had been briefed on relevant climate science assessments prior to these surveys. In Figure 28, each dot represents an aggregate of 28 individual opinions about both the potential impacts and the probability of that impact occurring. The results confirm the ranking in Table 1. Perception of risk is an important motivation for taking action. In Figures 28–33, each individual’s response is shown using a small dot. Viewed in this way, divergence of opinion about risk becomes evident by members from communities throughout the region.

Flooding is the most widely recognized major climate-related hazard (Figure 29), as evidenced by its high ranking by all webinar attendees in both probability and potential impacts.

Most participants agreed that extreme heat can occur with sufficient frequency and with enough severity that it should be treated as a high-risk hazard (Figure 30). Some people, perhaps in communities that have adequate adaptive capacity and lower sensitivity, put heat in the “moderate” risk category, indicated by the center box in the grid.

Drought (Figure 31), severe thunderstorms (Figure 32), and severe winter weather (Figure 33), all have a wide diversity of opinion concerning either probability or potential impact. In some locations, participants are seeking actions to prepare for severe thunderstorms and winter weather.

The vulnerability and risk-scoping exercises presented here reveal a diversity of opinion but also a critical mass of political will to move forward with building resilience in the face of extreme heat, flooding, and, to a lesser extent, drought, severe thunderstorms, and severe winter weather. While audience perception diverged on drought, literature reviews (see Table 1) indicate drought is an important climate-related hazard in the region and deserves further attention by local decision makers.

Table 1. Vulnerability and Risk scoping based on literature review (Appendix G). Climate-related hazards are ranked on a scale (1–5) indicating probability and potential consequence. The two are multiplied to assign a risk score. Source: Buro Happold

<table>
<thead>
<tr>
<th>Climate-Related Hazard</th>
<th>Probability</th>
<th>Consequence</th>
<th>Risk</th>
</tr>
</thead>
<tbody>
<tr>
<td>Extreme Heat</td>
<td>3</td>
<td>3</td>
<td>9</td>
</tr>
<tr>
<td>Drought</td>
<td>2</td>
<td>3</td>
<td>6</td>
</tr>
<tr>
<td>Severe Thunderstorms</td>
<td>2</td>
<td>2</td>
<td>4</td>
</tr>
<tr>
<td>Flooding</td>
<td>3</td>
<td>3</td>
<td>9</td>
</tr>
<tr>
<td>Severe Winter Weather</td>
<td>2</td>
<td>2</td>
<td>4</td>
</tr>
</tbody>
</table>

Drought deserves greater attention by local decision makers.
Figure 28. Aggregated votes of 28 individuals who assessed the probability and potential impacts from five sets of climate-related hazards. Source: MMC constituent engagement

Figure 29. Twenty-six respondents considered flooding both highly probable and highly impactful. Two suggested impacts would be moderate, not severe. Source: MMC constituent engagement

Figure 30. Extreme heat represents a moderate to severe risk and/or impact to all but one participant. Source: MMC constituent engagement

Figure 31. Only a minority of participants consider drought a major concern. Source: MMC constituent engagement

Figure 32. Many are concerned about high likelihood and impacts of Severe Thunderstorms. Source: MMC constituent engagement

Figure 33. Severe Winter Weather also concerned a large number of participants. Source: MMC constituent engagement
STEP 3. INVESTIGATE OPTIONS

More frequent and severe climate-related hazards and resultant potential impacts require communities to then “Investigate Options”—the third in the Steps to Resilience. Near-term options for building resilience may be found in the GRC Framework—particularly the Climate, Land, Sustainable Communities, and Water categories—which now serves as a source of locally achievable adaptation strategies. To strengthen the GRC, we analyzed 30 local sustainability plans, 18 municipal climate action plans and guides from around the U.S., and three regional climate action plans from Europe (see Appendix A) to identify tested strategies for adapting to climate change in our region. Each strategy is appropriate for municipal action either to lead, encourage others to take action, or enact policies. Communities that have adopted the GRC have already expressed support for the goal “Develop resiliency to climate change impacts.”

STEP 4. PRIORITIZE & PLAN

To provide more context about the practical application of the strategies in Appendix E, we have demonstrated how these strategies can be used to address six potential sets of impacts pertinent to pairs of hazards and assets, or “impact pairs.” The “impact pair” analyses on the following pages can support municipal action now. Additional impacts, such as those from severe thunderstorms, severe winter weather, or drought, could be addressed through additional analyses for each community. Also, consult the Overarching Actions to Build Community Resilience (p. 45) for actions to educate, build capacity, and plan for all types of climate hazards while also reducing greenhouse gas emissions.

A live survey during a webinar held May 22, 2020, gauged interest in how to focus adaptation actions. Free-form responses from participants (see Appendix B) fell into four categories: education; cooperation; prioritization & planning; and moving quickly to take adaptation actions. It is widely recognized that equity and inclusion are essential for successful adaptation efforts.

This plan is a first step in the ongoing, iterative process of increasing resilience to climate-related hazards. All potential impacts, including ones that have not yet been identified through this plan, are important for constituents throughout the region. Since this report does not provide details about the prevalence, severity, or options for addressing all of possible climate-related impacts, local governments and multi-jurisdiction stakeholders are encouraged to conduct their own asset inventories and examine exposure to a wide range of hazards. Since impacts are experienced locally, each local government should develop its own priorities and plans utilizing the Steps to Resilience framework.

Because climate impacts are experienced locally, each local government should develop its own priorities and plans utilizing the Steps to Resilience framework.

STEP 5. TAKE ACTION

ADAPTATION GOALS & OBJECTIVES

Using community input from May 22, 2020, as a guide, we grouped all strategies from the literature review based on similar focus and intent, yielding five broad objectives to support ongoing efforts of municipal leaders to adapt to climate-related hazards. The following five climate adaptation objectives support the regional climate adaptation goal: persistent, equitable climate adaptation.

**ADAPTATION OBJECTIVES**

1. Engage and educate the community about climate resilience and adaptation.
2. Incorporate equity and inclusion into climate adaptation efforts.
3. Collaborate and build capacity for a more resilient community.
4. Enact plans and policies focused on adaptation and resilience.
5. Adapt operations and investments for future climate conditions.

*Appendix E presents all 50 strategies embedded within these five objectives.*
Populations, infrastructure, and resources will never be completely “resilient”, and there will always be some chance of an acute hazard. Therefore, communities, regional planners, and state government should commit to persistent adaptation, revisiting the Steps to Resilience continually, over time.
ADAPTATION OBJECTIVES AND STRATEGIES
OVERARCHING ACTIONS TO BUILD RESILIENCE

ENGAGE AND EDUCATE THE COMMUNITY:

- Inform the community about changing weather hazards and risks.
- Encourage families to prepare an emergency response plan.
- Foster community spirit to recover, adapt and “bounce forward” from disaster.
- Employ an effective early warning and response system.

COLLABORATE AND BUILD CAPACITY:

- Coordinate resiliency efforts with federal, state, and regional agencies.
- Access and share timely weather data.
- Manage public and private landscapes to optimize ecosystem services and support biodiversity.
- Strengthen emergency and adaptive response skills among staff, civic leaders, and allied organizations.

ADAPT OPERATIONS AND INVESTMENTS:

- Integrate climate resiliency into decision-making about capital expenditures.

INCORPORATE EQUITY AND INCLUSION:

- Collaborate to ensure residents most vulnerable to heat, air pollution and flooding are connected to emergency relief services.
- Include vulnerable populations in planning and prioritize investments to protect them.
- Assure community education messages are accessible in all languages and formats.

ENACT PLANS AND POLICIES:

- Assess climate vulnerability and risks to local infrastructure.
- Adopt and integrate county hazard mitigation plan into local plans and policies.
- Integrate climate impacts and vulnerability into relevant plans and regulations.
- Proactively update codes to reflect evolving climate conditions.
- Incentivize or require resilient building design.
- Reduce sprawl by promoting infill development.
- Prioritize transit-oriented development and transit-supportive land uses.
- Participate in the Community Rating System and National Flood Insurance Program.
- Guide future development plans to conserve and restore open space, soil, trees, and native landscapes to preserve ecosystem services.
In the Chicago region, heavy rainfall events are increasingly frequent and severe, causing more flooding. Flooding is the climate-related hazard most residents and leaders want to address.

Some neighborhoods experience flooding after less than two inches of rain—small storms that, over time, result in significant harm to property and quality of life.

ON TO 2050

It will take all of us to build resilience to this growing hazard, from individuals to neighborhoods and local governments. Efforts should be focused to help vulnerable communities “bounce forward” from flooding events. Homeowners and renters must be aware of their flood risk so they can take steps to build personal resilience.

MITIGATION CO-BENEFITS:
Managing stormwater using green infrastructure saves energy.

ENGAGE AND EDUCATE THE COMMUNITY:
Inform the community about weather hazards, flood risk, and encourage preparation at home. Promote green infrastructure practices. Promote IDPH standards for post-flood clean up. Incentivize overhead basement sewer conversion. Foster community spirit to bounce forward from disaster.

INCORPORATE EQUITY AND INCLUSION:
Include vulnerable residents in planning and prioritize investments to protect them. Collaborate to ensure residents most vulnerable to flooding are connected to relief services.

COLLABORATE AND BUILD CAPACITY:
Coordinate resiliency efforts with federal, state, and regional planning agencies. Access and share timely weather data. Strengthen emergency and adaptive response skills among staff, civic leaders and allied organizations.

ENACT PLANS AND POLICIES:

Many of our sewers are connected to our storm drains, so when the streets flood, our homes and basements can too. A couple of things that we can do to help—disconnect our downspouts from the stormwater system, and install overhead basement plumbing.

Source: CMAP
FLOODING AND TRANSPORTATION

Flooding limits emergency access to neighborhoods. Roads provide vitally important access for safety, essential goods, and emergency services, and many neighborhoods and businesses can become isolated during flood events.

Of course, roads are also essential for people to move from where they live to where they work and meet with others. Flooding can be both acute due to heavy precipitation or chronic due to failing infrastructure. Both issues need to be addressed to create a truly resilient community.

MITIGATION CO-BENEFITS:

Resilient transit systems reduce vehicle miles traveled.

ACTIONS TO BUILD RESILIENCE

INCORPORATE EQUITY AND INCLUSION:
Assure transit along routes serving vulnerable populations is accessible and operable during a flood. Include vulnerable residents in planning and prioritize investments to protect them.

COLLABORATE AND BUILD CAPACITY:
Coordinate resiliency efforts with federal, state, county, and regional planning agencies. Collaborate on emergency transportation and logistics plans to move vital resources. Monitor and share real-time roadway conditions.

ENACT PLANS AND POLICIES:
Conduct climate vulnerability assessment and risks to local transportation infrastructure. Adopt and integrate county hazard mitigation plan into local plans and policies. Promote connected and walkable neighborhoods. Prioritize transit-oriented development.

ADAPT OPERATIONS AND INVESTMENTS:
Assess and adapt vulnerable transportation infrastructure to be responsive to changing climate conditions. Integrate stormwater management into transportation projects. Respond to weather events to ensure mobility.

Image credit, above: CMAP, Image credit, right: Lake County Stormwater Management Commission
Floods are the most common and most costly disasters in Illinois. Heavy rainfall events are increasing in frequency and severity, pushing existing bridges and culverts beyond capacity and causing more flooding across the region. Cities and towns struggle to maintain that infrastructure, let alone replace it. Many structures are in floodplains and urban flood risk areas.

Stormwater management must be part of regional planning. Green infrastructure includes preserved habitat, open space, and wetlands, each of which buffers these problems and improves quality of life. Gray infrastructure includes basins, sewers, and other engineering solutions, such as those included in the Tunnel and Reservoir Plan (TARP).

**URBAN FLOOD SUSCEPTIBILITY INDEX 2017**

The Urban Flood Susceptibility Index highlights areas with attributes associated with an elevated risk of urban flooding.

**URBAN FLOOD SUSCEPTIBILITY INDEX 2017**

**ENGAGE AND EDUCATE THE COMMUNITY:**
Foster community spirit to recover, adapt and “bounce forward” from disaster. Encourage residents and businesses to disconnect downspouts from sewers and adopt water efficient behaviors.

**INCORPORATE EQUITY AND INCLUSION:**
Include vulnerable populations in planning and prioritize investments to protect them.

**COLLABORATE AND BUILD CAPACITY:**
Coordinate with federal, state, and regional agencies to manage stormwater.

**ENACT PLANS AND POLICIES:**
Integrate climate impacts and vulnerability into relevant plans and regulations. Adopt and integrate county hazard mitigation plan into local plans and policies. Participate in the Community Rating System and National Flood Insurance Programs. Guide development to conserve land and ecosystem services. Allow developments flexibility to meet stormwater requirements.

**ADAPT OPERATIONS AND INVESTMENTS**
Assess and adapt stormwater systems to respond to future rainfall projections. Establish green infrastructure and include maintenance in capital improvement plans.
Average temperatures in the Chicago region are increasing, not only during the day but also at night. This trend is projected to increase, with heat waves becoming more prevalent. This is adding stress to people, regional power supply, water resources, and ecosystems.

Residents need to cool their homes for longer each day, further burdening household budgets. This may be particularly difficult for socially vulnerable populations, including people on fixed incomes and families living below the poverty line.

Communities may need to provide more places and ways for these vulnerable populations to stay well—urban shade, splash pads, parks in neighborhoods, or community cooling centers. Home owners may build adaptive capacity by replacing dark roof materials with light-colored shingles or green roofs.

MITIGATION CO-BENEFITS:
Cooler neighborhoods and homes save energy, especially during very hot weather when energy demands are high.

<table>
<thead>
<tr>
<th>City of Des Plaines</th>
<th>Land Surface Temperature (LST)</th>
</tr>
</thead>
<tbody>
<tr>
<td>LOW 60 (°F)</td>
<td>HIGH 120 (°F)</td>
</tr>
</tbody>
</table>

Areas with more concrete absorb and hold heat, increasing the impact for heat waves on vulnerable populations.

**ACTIONS TO BUILD RESILIENCE**

ENGAGE AND EDUCATE THE COMMUNITY:
Inform the community about changing heat hazards and risks; encourage preparation. Foster social cohesion. Engage residents with services that support health and wellness.

INCORPORATE EQUITY AND INCLUSION:
Collaborate to ensure vulnerable residents are connected to relief services. Include vulnerable residents in planning, and prioritize investments to protect them. Provide effective, accessible, and desired cooling interventions to vulnerable communities. Assure vital messages are accessible in all languages and formats.

COLLABORATE AND BUILD CAPACITY:
Strengthen emergency and adaptive response skills among staff, civic leaders, and allied organizations. Identify and mitigate urban heat islands. Facilitate compliance with federal air quality standards by businesses.

ENACT PLANS AND POLICIES:
Promote connected, complete and walkable neighborhoods. Optimize tree planting. Protect existing trees for maximum shading. Reduce sprawl by promoting infill development. Incentivize or require resilient building design. Proactively update building codes to reflect evolving conditions.
AIR QUALITY, FLOODING AND PUBLIC HEALTH

Epidemiologists evaluate many factors that either diminish or improve public health. Climate-related hazards can multiply with one another as well as non-climate factors to exacerbate health impacts. For example, poor air quality compounds the effects of flooding on mold, respiratory health, allergies, waterborne disease, and other consequences. Flood damage to homes can impact mental health due to stress from the loss itself, the resulting displacement, or ongoing problems managing recovery from a flood.

The underlying causes of climate change from greenhouse gas emissions bring a number of additional stressors to air quality, which, in turn, diminish quality of life and life expectancy, particularly for residents of urban and suburban areas.

MITIGATION CO-BENEFITS:

Preventing mold often involves securing the building envelope, insulation, and healthy outdoor air exchange. Reducing air pollution and lowering GHG emissions go hand-in-hand.

ENGAGE & EDUCATE:

Inform the community about air pollution action days. Educate residents about maintaining healthy indoor air quality and about services that support health and wellness. Promote the Illinois Department of Public Health standards for post-flood clean up.

INCORPORATE EQUITY AND INCLUSION:

Assess local air quality and take action to protect vulnerable populations from pollution. Collaborate to ensure vulnerable residents are connected to and utilizing human services.

COLLABORATE AND BUILD CAPACITY:

Facilitate compliance with federal air quality standards by businesses. Collaborate with public health and emergency management agencies to strengthen adaptive response skills among staff, civic leaders, and allied organizations. Manage public and private landscapes to provide accessible recreation and optimize ecosystem services.

ENACT PLANS AND POLICIES:

Integrate climate impacts and vulnerability into relevant plans and regulations.
DROUGHT AND WATER SUPPLY

Sustaining water supply is critical to both climate adaptation and mitigation. Some communities in the region are facing water supply limitations within the next decade. Surface and groundwater supplies are vulnerable to drought. Regional water supply planning is essential to help communities adapt and sustain water resources.

Water conservation policies like outdoor watering regulations, sustainable landscaping and conservation practices by water customers are important solutions. Affordable access to safe drinking water for all protects public health and eases household utility burden.

Low water levels and higher temperature yield drought. Both can reduce water quality, driving up energy demands and costs for water supply.

MITIGATION CO-BENEFITS:

Modernizing water delivery systems for efficiency and resilience reduces energy demands.

PROJECTED CHANGES IN WATER DEMAND BY WATER SOURCE 2011 - 2050

Source: CMAP

ENGAGE & EDUCATE:
Encourage residents and businesses to conserve water and adopt green infrastructure practices.

INCORPORATE EQUITY AND INCLUSION:
Assure affordable access to safe drinking water for all. Include vulnerable populations in planning and prioritize investments to protect them. Replace lead service lines for safe drinking water delivery.

COLLABORATE AND BUILD CAPACITY:
Coordinate resiliency efforts with federal, state, and regional planning agencies to sustainably manage water supply. Monitor and protect water quality in private wells.

ENACT PLANS AND POLICIES:
Adopt a water conservation plan. Enact and enforce outdoor watering regulations responsive to drought conditions. Protect surface and groundwater from contamination.

ADAPT OPERATIONS AND INVESTMENTS
Create resilient water utilities through efficiency, conservation, demand management, technology, and flexible operations. Assess and adapt vulnerable infrastructure to be responsive to changing climate.
CROSS-CUTTING OBJECTIVES AND CO-BENEFITS

Objectives and strategies in this plan are sorted into either Mitigation or Adaptation. This section addresses objectives that cut across both categories of climate action.

OVERARCHING OBJECTIVES

The objective, *Demonstrate Leadership to Reduce Emissions* (page 28), recognizes the value of planning, community engagement, robust local economies, and sustainable municipal operations even though these are not associated with a specific emissions reduction target. Clearly, those tasks are also essential for adaptation and building resilience. Constituent engagement, planning and measuring progress, and investing in sustainability are all essential for both mitigation and adaptation.

The objective *Sustain Ecosystems to Sequester Carbon* (page 35) not only reduces GHGs in the atmosphere but improves quality of life. This plan encourages nature-based solutions wherever feasible. Trees, prairie grasses, and other plants absorb carbon dioxide through their leaves and store it in wood, roots, and the soil. This process contributes to longer term carbon sequestration. It is difficult to measure the amount of carbon sequestered by a specific green infrastructure project, but the cumulative impact is real. Often, these strategies can be justified for another purpose, such as flood control, heat island reduction, or quality of life. The carbon mitigation impacts are a positive side effect.

**CO-BENEFITS**

Most climate mitigation objectives related to clean energy also contribute lasting economic, social, environmental, and human health benefits. Strategies that simultaneously improve quality of life and reduce GHG emissions are said to provide “co-benefits.” These co-benefits add value to climate action and are often more familiar and apparent to constituents than the resulting GHG emissions reduction. For example, retrofitting homes to improve energy efficiency reduces building energy demands and therefore GHG emissions. However, more efficient homes can be more comfortable, maintain cleaner indoor air quality, and reduce the burden of household energy bills. In another example, providing more accessible active transportation creates more connected communities and promotes healthy lifestyles, improving public health outcomes. Integrating multiple drivers of change, such as social vulnerability, climate change, utility consumption data, etc., can help identify targeted urban design solutions and investments. These design choices reduce GHG emissions.

Adaptation actions primarily result in lasting economic, social, environmental, and human health benefits that create community resilience. Green infrastructure, an adaptation strategy to manage flooding and heat, makes neighborhoods more beautiful and helps to sequester carbon. Reducing the need to treat stormwater also saves energy needed for wastewater processing, thereby reducing emissions.49

The co-benefits of all mitigation and adaptation actions in this plan are summarized in Table 2:

### CROSS-CUTTING OBJECTIVES

Table 2. All Mitigation and Adaptation Objectives and Corresponding Adaptation and Mitigation Benefits

<table>
<thead>
<tr>
<th>Mitigation Objective</th>
<th>Outcome/Co-benefits</th>
<th>Adaptation Benefit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Demonstrate Leadership to Reduce Emissions</td>
<td>Engaged constituents, public support, green jobs, efficiencies and cost-savings</td>
<td>More resilient communities</td>
</tr>
<tr>
<td>Decarbonize Energy Sources</td>
<td>Cleaner air and water, renewable energy, potential improvements to energy security</td>
<td>More resilient electric grid</td>
</tr>
<tr>
<td>Optimize Building Energy</td>
<td>Improved building performance, lower energy costs/energy burden, cleaner air</td>
<td>More resilient buildings</td>
</tr>
<tr>
<td>Implement Clean Energy Policies</td>
<td>Clean energy jobs, leveraged investment</td>
<td>Economic development</td>
</tr>
<tr>
<td>Decarbonize Transportation</td>
<td>Cleaner air, lower long-term fuel costs, reduced noise pollution, beneficial electrification</td>
<td>Less reliance on vulnerable fuel supply chain</td>
</tr>
<tr>
<td>Reduce Vehicle Miles Traveled</td>
<td>Less congestion, less reliance on single-occupancy vehicles, more connected communities, more social cohesion, more walking and biking and better health outcomes, lower transportation costs, reduced injuries/fatalities from road accidents</td>
<td>More resilient transportation systems</td>
</tr>
<tr>
<td>Manage Water and Waste Sustainably</td>
<td>Cleaner air and water, less waste</td>
<td>More resilient water and wastewater systems</td>
</tr>
<tr>
<td>Sustain Ecosystems to Sequester Carbon</td>
<td>Enhanced ecosystems, preserved biodiversity, improved quality of life and mental health, active and healthy lifestyles</td>
<td>Reduced flooding, cooler communities</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Adaptation Objective</th>
<th>Outcome/Co-benefits</th>
<th>Mitigation Benefit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Engage and educate the community about climate resilience and adaptation</td>
<td>Prepared and engaged constituents, community cohesion, better health outcomes, private property and well-being preserved</td>
<td>Awareness of hazards and impacts builds support for climate mitigation actions</td>
</tr>
<tr>
<td>Incorporate equity and inclusion into climate adaptation efforts</td>
<td>Prepared and engaged constituents, community cohesion, improved health equity, private property preserved</td>
<td>Reduced energy demands for water utilities. Healthy ecosystems help sequester carbon</td>
</tr>
<tr>
<td>Collaborate and build capacity for more resilient community</td>
<td>Shared and leveraged resources, greater efficiency and outputs, greater adaptive capacity. Property, water supply, and other assets preserved</td>
<td>Reduced energy demands for operations</td>
</tr>
<tr>
<td>Enact plans and policies focused on adaptation and resilience</td>
<td>Prepared assets and operations, greater adaptive capacity. Improved nature, quality of life</td>
<td></td>
</tr>
<tr>
<td>Adapt operations and investments for future climate conditions</td>
<td>Prepared assets and operations, nature, quality of life, property, water supply and other assets preserved</td>
<td></td>
</tr>
</tbody>
</table>
Citizens and municipal leaders bear the brunt of climate-related hazards. They have the greatest motivation to lower their own vulnerability and risk, to improve their preparedness, and to enhance emergency response.

Regional governmental entities, such as the Caucus, can focus political support on local efforts to lead, encourage action, and enact relevant policies.

State governments can support local resilience-building activities and coordinate with federal authorities to align resources and expertise with regional and local needs.

Federal programs, such as FEMA’s BRIC, can be directed toward resilience projects at a local level.
COHESIVE, RESILIENT COMMUNITIES

While municipalities can’t tackle climate change on their own, the strategies contained in this plan are specifically tailored for action at the municipal scale. Implementing the plan will require support and engagement at a breadth and pace beyond the authority or capacity of any single organization, yet municipalities can move forward deliberately and quickly using the guidance compiled herein.

This plan empowers municipalities to sharpen their focus on climate action. Many municipalities in the region have already embraced the goals of the Greenest Region Compact (GRC). Climate mitigation and adaptation are now aligned with the GRC so that municipalities may act quickly and decisively on both mitigation of greenhouse gases and adaptation to the impacts that stem from a changing climate.

Using regional emission targets as a guide, municipalities need not conduct their own greenhouse gas inventories, but can immediately step ahead to climate action. The climate planning process revealed strategies that are both familiar to municipal leaders and also impactful in reaching the mitigation goal of net zero emissions by 2050. One GRC goal, Advance renewable energy, appears within this plan with a new heading, Implement Clean Energy Policies, in order to reflect our focus on mitigating GHG emissions.

Another strategy, Adapt zoning codes and streamline development processes to accelerate investment in solar and other renewable energy systems, is something GRC communities have successfully done. The Caucus partnered with The Solar Foundation to lead 35 municipalities and counties to earn the national SolSmart designation for streamlining solar codes and processes in their own jurisdictions. This collaborative approach led to more community SolSmart designations than any other state and dovetailed with increased investment in solar energy resulting from the Future Energy Jobs Act (Public Act 09-0906). This also led to measurable gains in solar development, such as in the Village of Schaumburg, which reports growth in rooftop solar development of 5,900% since earning SolSmart. At the appropriate scale, continued action to grow solar energy capacity could reduce 2.4 MMTCO2e emissions per year by 2030.

Municipalities are also uniquely positioned to take action toward the objective of implementing clean energy policies by supporting robust building efficiency standards. Local action adds momentum to current efforts underway to update the International Energy Conservation Code (IECC), which sets efficiency and performance standards for new buildings. New provisions to be adopted in 2021 are expected to realize an 8%-14% boost in building energy efficiency over the current version, yielding long-term energy savings over the life of the building.

In the transportation sector, emissions are closely linked to consumer preferences and development patterns. Personal vehicles, which are the largest overall contributor to transportation emissions in the Chicago region, typically have a life cycle of greater than 15 years, so changes may occur slowly. Municipalities can accelerate adoption of electric vehicles (EV) by updating zoning codes, parking policies, and permitting procedures to support EV charging infrastructure and transitioning their own fleets to electric, when possible. Land use planning and decisions that favor transit and active transportation are also influential and squarely within the authority of municipalities.

More detailed information to support municipalities in implementing strategies are provided in the summary spreadsheets: Mitigation Strategies Appendix D and Adaptation Strategies Appendix E. Strategies are again characterized by actions to Lead, Encourage, and Enact to guide municipalities to prioritize their actions based on their community needs and opportunities.

For adaptation to proceed in a comprehensive way in the Chicago region, decisions must be coordinated across levels of government. County managers, city managers, mayors, and council members require data as well as a vision about how to build resilience to variable and changing climate conditions. The ON TO 2050 plan underscores these concepts.

CMAP is already working to integrate climate change information, such as vulnerability assessments, and recommendations into local planning processes. Other units of government in the region have created standalone plans related to climate change or incorporated these elements into other planning documents. Coordination across units of government responsible for different planning efforts is particularly important. For example, counties typically conduct land use, watershed, stormwater, and hazard mitigation planning, all of which affect climate resilience at the municipal level. And because climate change can disproportionately affect residents within EDAs (Economically Disconnected Areas), as well as the elderly, people with chronic diseases, and those without health insurance, it is critical to meaningfully engage these populations in resilience planning.

Flooding, for instance, broadly requires a good understanding of weather, climate, and hydrology. Accurate maps showing the ways that precipitation moves over the landscape are needed in order to provide spatially explicit insight into the exposure of vulnerable populations, housing, critical facilities, roadways, and other resources. Data and insights about flooding typically require the expertise of engineers capable of detailed analyses, and their services may not be accessible or affordable to small communities. Likewise, to address the health impacts that accompany urban heat island effects, more detailed information about housing conditions and micro-scale variations in the distribution of extreme heat are needed. Once data about exposure to flooding and heat are available, further analyses may be needed in order to evaluate vulnerability and risk to those hazards at municipal and parcel scales.

Regional analyses can help justify investments by both municipalities and regional authorities such as transit agencies, water utilities, county health departments, emergency preparedness agencies, and others.

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management agencies, and electric and gas utilities. A multi-jurisdictional approach is needed for addressing hazards that manifest over large areas. For example, stormwater management should involve a watershed-wide perspective, which may incorporate multiple communities. Rather than develop multiple models for every municipality, it is more efficient to develop a watershed-wide model and provide results to each municipality as well as any entity charged with managing water within the relevant area. Further, management strategies may require a broader approach than a single municipality can accomplish on its own. Quantified risk assessments can support local resilience plans by providing site-specific information about transportation, economic development, stormwater management, water treatment, and land use planning.

Impacts of climate-related hazards are experienced locally and must be addressed at that level. This plan identifies priority pairs of climate-related hazards and assets (e.g., Flooding and Homes) and recommends effective strategies for local action. Each local government should build upon this regional plan to develop their own priorities and actions utilizing the Steps to Resilience [55] framework.

It is important that local governments allocate funds to their own highest risks from climate-related hazards. Adaptation professionals suggest that state governments support and fund regional analyses and quantified risk assessments so that local governments can target adaptation activities in a responsible way. In future steps, mayors and regional planners can collaborate to bridge both local and regional scales of analysis and decision making and work together to iteratively take the Steps to Resilience [56] in all localities throughout the region.

MONITORING AND PROGRESS

The Metropolitan Mayors Caucus has committed to the reporting requirement of the Global Covenant of Mayors for Climate and Energy. We will annually report actions and outcomes resulting from this plan utilizing the Common Reporting Framework hosted by the Carbon Disclosure Project (CDP). The CDP maintains the world’s largest, most comprehensive dataset on environmental action and it is used by all GCoM cities and regions, as well as 9,600 companies.

CMAP is planning the next regional GHG inventory based on data from the year 2019. That inventory process may reveal new ways of calculating emissions for the region and may require a re-assessment of historical progress. Any such innovation should be both expected and considered essential to understanding emissions trends across all sectors. Future inventories will comply with GCoM requirements. Moving forward, CMAP will continue to provide regional inventory updates and will explore opportunities for providing new and more detailed data.

Municipalities need to measure local progress toward the goals in this plan and for the region as a whole. In the future, the Greenest Region Compact (GRC) Framework tool will be enhanced to track outcomes and measure progress. It will also incorporate the Steps to Resilience to further guide and track progress as municipalities conduct their own local risk assessments and develop focused resilience plans. Now and in the future, GRC communities can use the GRC Framework as a guide to design their own tracking and reporting process.

NEXT STEPS

All communities in the GRC are now poised to coordinate regional action, measure and report progress at municipal levels, and support local climate hazard assessment and adaptation planning. Each community must link their work to that of others throughout the Chicago metropolitan region. As we engage stakeholders and coordinate with the private sector, we may all “scale up” our regional work to meaningful levels to address global climate change. Simultaneously, the Caucus will help municipalities “scale down” this regional plan so they may take strategic climate action. Then municipalities’ actions will strengthen their own communities while advancing progress toward the regional goals of this plan.

This regional climate plan, and the process on which it is built, has revealed a need for urgent, coordinated action to both mitigate and adapt to climate change. Encouragement and assistance from NOAA’s Climate Program Office and International Urban Cooperation has also spotlighted our region as a leader in collaborative climate planning. Our culture of cohesion and the collective expertise of stakeholders position us well to meet this challenge.

The climate mitigation objectives and strategies in this plan are tailored to address the greatest sources of greenhouse gas emissions and the most promising opportunities to meet the goal of **net zero emissions by 2050**. This plan also suggests strategies to address a set of high-priority climate impacts and offers targeted objectives and strategies to commit to **persistent, equitable adaptation**. The next steps for municipalities require an iterative approach to using the *Steps to Resilience*.

Municipal governments are uniquely positioned to engage constituents to bring about meaningful actions in both climate mitigation and adaptation. They have tools and expertise that can bolster community resilience. For example, capital planning can guide investments in infrastructure that can adapt to changing weather patterns. Municipal leaders can also cultivate cohesive and prepared communities that can endure and bounce forward from disasters.

Join us in working toward the goals and objectives of the Climate Action Plan for the Chicago Region. We recognize that hard work and a challenging shift to a new direction lies ahead on our journey. Regardless, we must begin movement toward a better future and begin now.
## APPENDIX A:

**SUSTAINABILITY AND CLIMATE ACTION PLANS REFERENCED**

### SUSTAINABILITY PLANS

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**CLIMATE ACTION PLANS**

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# APPENDIX B:
## STAKEHOLDER ENGAGEMENT

### ALL ORGANIZATIONS PARTICIPATING

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<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>10/8/2019</td>
<td>Regional Climate Planning Kickoff &amp; Mitigation Workshop</td>
<td>MMC/CMAP, Chicago</td>
</tr>
<tr>
<td>11/5/2019</td>
<td>CMAP Counties Committee</td>
<td>CMAP, Chicago</td>
</tr>
<tr>
<td>11/7/2020</td>
<td>Northern Illinois University Center for Government Studies, 50th Anniversary Conference</td>
<td>DeKalb</td>
</tr>
<tr>
<td>11/21/2019</td>
<td>International Urban Cooperation/Global Covenant of Mayors City to City Event</td>
<td>Brussels, Belgium</td>
</tr>
<tr>
<td>12/9/2019</td>
<td>MMC Environment Committee- Regional Climate Action Planning Meeting at the Global Congress for Climate Change and Sustainability Professionals</td>
<td>The Westin Chicago Northwest, Itasca</td>
</tr>
<tr>
<td>1/9/2020</td>
<td>CMAP Environment &amp; Natural Resources Committee</td>
<td>CMAP, Chicago</td>
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<tr>
<td>1/21/2020</td>
<td>MMC Environment Committee- Regional Climate Action Planning Workshop</td>
<td>Village of Montgomery, Village Hall</td>
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<tr>
<td>1/27/2020</td>
<td>CMAP Economic Development Committee</td>
<td>CMAP, Chicago</td>
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<tr>
<td>2/7/2020</td>
<td>Growing Sustainable Communities Together conference</td>
<td>Prairie State College, Chicago Heights</td>
</tr>
<tr>
<td>2/10/2020</td>
<td>National Conference of Regions</td>
<td>Washington, DC</td>
</tr>
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<td>3/10/2020</td>
<td>CMAP Citizens’ Advisory Committee</td>
<td>CMAP, Chicago</td>
</tr>
<tr>
<td>3/12/2020</td>
<td>CMAP MPO Planning Committee</td>
<td>CMAP, Chicago</td>
</tr>
<tr>
<td>5/22/2020</td>
<td>CMAP Transportation Committee</td>
<td>Remote</td>
</tr>
<tr>
<td>5/22/2020</td>
<td>Webinar 1- A Chicago Regional Climate Plan- Overview &amp; Status</td>
<td>Webinar</td>
</tr>
<tr>
<td>5/29/2020</td>
<td>Webinar 2- Climate Impacts &amp; Hazards</td>
<td>Webinar</td>
</tr>
<tr>
<td>6/5/2020</td>
<td>Webinar 3- Climate Risk and Vulnerability at the Nexus of Equity, Health, Public Works, &amp; Planning</td>
<td>Webinar</td>
</tr>
<tr>
<td>6/12/2020</td>
<td>Webinar 4- Regional Climate Adaptation Planning &amp; Prioritization Virtual Workshop</td>
<td>Webinar</td>
</tr>
<tr>
<td>9/23/2020</td>
<td>GreenTown conference</td>
<td>Webinar</td>
</tr>
<tr>
<td>10/22/2020</td>
<td>MMC Environment Committee- Regional Climate Plan Preview</td>
<td>Remote</td>
</tr>
<tr>
<td>12/3/2020</td>
<td>4th City-to-City International Urban Cooperation Event</td>
<td>Remote</td>
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</table>
ILLINOIS

KEY MESSAGES

Average annual temperature has increased by about 1°F since the beginning of the 20th century. There has been seasonal variation in this warming, with average spring temperature increasing by about 2°F and average summer temperature increasing very little. Under a higher emissions pathway, historically unprecedented warming is projected by the end of the 21st century.

Precipitation in spring and summer has generally been above average over the past two decades, affecting agriculture in both positive (adequate soil moisture) and negative (delays in spring planting) ways. Precipitation in winter and spring is projected to increase, which poses a continuing risk of spring planting delays.

Severe flooding and drought have occurred periodically in recent years. Future increases in extreme precipitation events and in evaporation rates may increase the intensity of both floods and droughts.

Illinois’s location in the interior of the North American continent exposes it to a climate with large ranges in temperature with warm, humid summers and cold winters. The lack of mountains to the north or south allows very cold air masses from the Arctic in the winter and warm, humid air masses from the Gulf of Mexico in the summer to move into the state, further increasing the range of conditions that affect Illinois. Temperature varies widely across the state, with a range of about 10°F from north to south. In northeastern Illinois, Lake Michigan moderates the temperature, causing cooler summers and warmer winters. Topography and urban areas also have local impacts on climate.

Since the beginning of the 20th century, temperatures in Illinois have risen approximately 1°F (Figure 1). Temperatures in the 2000s have been higher than any other historical period, with the exception of the early 1930s “Dust Bowl” era. Warming has been concentrated in winter and spring while summers have not warmed substantially in the state, a feature characteristic of much of the Midwest (Figure 2). The lack of summer warming is reflected in a below average occurrence of very hot days (days with maximum temperature above 95°F) since the mid 1950s (Figure 3a) and no overall trend in very warm nights (minimum temperature above 75°F) since the beginning of the 20th century (Figure 3b). The winter warming trend is reflected in a below average number of very cold nights (minimum temperature below 0°F) over the past 25 years (Figure 3c).

![Observed and Projected Temperature Change](image-url)

**Figure 1:** Observed and projected changes (compared to the 1901–1960 average) in near-surface air temperature for Illinois. Observed data are for 1900–2014. Projected changes for 2006–2100 are from global climate models for two possible futures: one in which greenhouse gas emissions continue to increase (higher emissions) and another in which greenhouse gas emissions increase at a slower rate (lower emissions). Temperatures in Illinois (orange line) have risen about 1°F since the beginning of the 20th century. Shading indicates the range of annual temperatures from the set of models. Observed temperatures are generally within the envelope of model simulations of the historical period (gray shading). Historically unprecedented warming is projected during the 21st century. Less warming is expected under a lower emissions future (the coldest years being about as warm as the hottest year in the historical record; green shading) and more warming under a higher emissions future (the hottest years being about 10°F warmer than the hottest year in the historical record; red shading). Source: CICS-NC and NOAA NCEI.

*Technical details on models and projections are provided in an appendix, available online at: [https://statessummaries.ncics.org.il](https://statessummaries.ncics.org.il).*
Statewide annual precipitation has ranged from a low of 25.52 inches in 1901 to a high of 51.18 inches in 1993. The driest multi-year periods occurred in the majority of years in the first half of the 1900s, and the wettest periods have been observed since the 1990s and into the 2000s. (Figure 3d). The driest 5-year period was 1952-1956 and the wettest was 2007-2011. However, annual precipitation varies widely across the state, ranging from more than 48 inches in the south to less than 32 inches in the north. For snowfall, the pattern is reversed, with the northeastern part of the state averaging 40 inches of snowfall annually, compared to only 10 inches in the southernmost section. In the Chicago Metropolitan area, the proximity to Lake Michigan occasionally results in heavy winter precipitation from lake-effect snows.

Agriculture is an important component of the state’s economy, and the agricultural sector is particularly vulnerable to extreme precipitation conditions. On average, Illinois has experienced above average precipitation in spring and summer over the past two decades (Figure 4). While precipitation during these critical growth months is important for adequate soil moisture, it is also vital for proper planting and root development. Poor root development in important state crops, such as corn and soybeans, can lead to reduced plant absorption of nutrients and water from the soil, increased soil erosion, and loss of nutrients from the fields into the rivers and streams. Both flooding and droughts have resulted in billions of dollars in losses in recent years. In 2012, a large drought across the Midwest had severe impacts on Illinois. Rainfall totals for May, June, and July were several inches below average and ranked as the third driest period (after 1936 and 1988) in 120 years of record. By early August, much of the state was in extreme drought. The drought caused major damage to crops, particularly in the southern third of the state.

Illinois has experienced a dramatic increase in the number of extreme precipitation events (more than 2 inches of precipitation), which can cause severe flooding in the state (Figure 5). In the summer of 1993, persistent heavy rainfall over the upper Midwest caused severe flooding along the Mississippi River. The 1993 flood was one of the greatest natural disasters in U.S. history, causing billions of dollars in damage to homes, businesses, agriculture, and infrastructure. Recently, from April 16 to 19, 2013, heavy rainfall from a slow-moving storm system caused severe flooding across parts of northern and central Illinois, with some areas receiving up to 10 inches of rain. This event, along with the wettest January–June on record in the state, caused planting to be delayed and resulted in diminished revenue for many farmers. In addition, Illinois has struggled with urban flooding caused by heavy rains falling on impervious surfaces (e.g., roads, sidewalks, and driveways) with inadequate infrastructure. A recent report found that more than 90% of urban flooding damage claims from 2007 to 2014 were outside the mapped floodplain.

Illinois experiences storms during all seasons. From February 1 to 3, 2011, Illinois was hit by one of the most powerful winter storms in history. The greatest snow accumulation associated with the storm was in Antioch where 27 inches of snow was measured; this area averages only one snowfall greater than 6 inches annually. Chicago O’Hare International Airport recorded wind gusts of more than 60 mph and 20.2 inches of snow, the third largest snowfall accumulation reported for the city in 120 years of record. More than 9.8 million Illinois residents were in areas with 12 or more inches of snow. Severe thunderstorms occur frequently during late spring and early summer. These storms can occasionally cause tornadoes, which sometimes result in major damage and loss of life.
Water levels in the Great Lakes have fluctuated over a range of three to six feet since the late 19th century (Figure 6). Higher lake levels were generally noted in the latter part of the 19th century and early 20th century, the 1940s and 1950s, and the 1980s. Lower lake levels were observed in the 1920s and 1930s and again in the 1960s. For Lake Michigan-Huron, the first decade of the 21st century has also seen lower levels. Overall, Lake Michigan-Huron has shown a statistically significant downward trend over the past 150 years. The trend is largely due to the high levels early in the period and the extremely low levels in the past 10 years.

Under a higher emissions pathway, historically unprecedented warming is projected by the end of the 21st century (Figure 1). Even under a pathway of lower greenhouse gas emissions, average annual temperatures are projected to most likely exceed historical record levels by the middle of the 21st century. However, there is a large range of temperature increases under both pathways, and under the lower pathway, a few projections are only slightly warmer than historical records (Figure 1). From July 12 to 16, 1995, Chicago experienced a severe heat wave— the worst weather-related disaster in the city’s history. Over a five-day period, more than 700 people died in Chicago. In addition to daytime highs of greater than 90°F (including two days greater than 100°F), nighttime temperatures only dropped into the 80s. Furthermore, the heat index, which considers both temperature and humidity, reached values of 105°F or more for 42 hours during the event. Values of 105°F are considered
dangerous by the National Weather Service. An analysis of hourly data in Chicago from the 1930s onward (Figure 7) shows that conditions were the most severe on record in terms of the number of hours above critical thresholds of the heat index. Future heat waves are likely to be more intense if temperature increases continue, coupled with periods of high humidity. This will pose risks to human health, particularly in the Chicago and St. Louis metro areas. Cold wave intensity is projected to decrease.

Precipitation is projected to increase in Illinois, with increases most likely during the winter and spring (Figure 8). Extreme precipitation is also projected to increase, potentially increasing the frequency and intensity of floods. Springtime flooding in particular could pose a threat to Illinois’s important agricultural economy by delaying planting and resulting in loss of yield.

The intensity of future droughts is projected to increase. Even if precipitation increases in the future, increases in temperature will increase evaporation rates and the rate of loss of soil moisture. Thus, future summer droughts, a natural part of the Illinois climate, are likely to be more intense.

Figure 4: The observed spring and summer precipitation across Illinois for 1895–2014, averaged over 5-year periods; these values are from NCEI’s version 2 climate division dataset. Seasonal precipitation varies widely. Since 1995, Illinois has experienced above average precipitation during both the spring and summer months. The dark horizontal line on each graph is the long-term average (1895–2014) of 10.97 inches (spring) and 11.28 inches (summer). Source: CICS-NC and NOAA NCEI.

Figure 5: The observed number of days with extreme precipitation events (annual number of days with precipitation greater than 2 inches) for 1900–2014, averaged over 5-year periods; these values are averages from 43 available long-term reporting stations. A typical station experiences 1–2 such events each year. The number of extreme precipitation events has been above average since the 1990s. During the most recent 5-year period (2010–2014), Illinois experienced a record high number of events when stations averaged more than 2 events annually. The dark horizontal line is the long-term average (1900–2014) of 1.62 days per year. Source: CICS-NC and NOAA NCEI.
Figure 6: Long-term annual time series of the average water levels for Lake Michigan-Huron. Water levels in the Great Lakes have fluctuated widely over the years. Lake Michigan-Huron has shown a statistically significant downward trend over the past 150 years. The trend is largely due to the high levels early in the period and extremely low levels during the 21st century. Source: NOAA NOS and Canadian Hydrographic Service.

Figure 7: The number of hours with heat index values over selected thresholds of 100°F, 105°F and 110°F for Chicago Midway International Airport from 1931 to 2012. The number of hours above the three thresholds reached their highest values on record during the 1995 heat wave (22, 42, and 69 hours, respectively). Source: NOAA MRCC.

Figure 8: Projected change in spring precipitation (%) for the middle of the 21st century compared to the late 20th century under a higher emissions pathway. Hatching represents areas where the majority of climate models indicate a statistically significant change. Spring precipitation in Illinois is projected to increase in the range of 10–20% by 2050. These increases are part of a large area of projected increases across the northern United States. Source: CICS-NC, NOAA NCEI, and NEMAC.
APPENDIX D:
SUMMARY OF MITIGATION STRATEGIES
1. DEMONSTRATE LEADERSHIP TO REDUCE EMISSIONS

<table>
<thead>
<tr>
<th>Strategy</th>
<th>Municipal Role</th>
<th>Solution Status</th>
<th>GHG Reduction Potential</th>
<th>Cost</th>
<th>Effort Required</th>
<th>Lead Partners &amp; Resources</th>
<th>Achieve Equity</th>
<th>Outcomes (Co-benefits)</th>
</tr>
</thead>
<tbody>
<tr>
<td>a</td>
<td>Establish local sustainability targets that support regional climate objectives.</td>
<td>Proven</td>
<td></td>
<td>¥</td>
<td>Med</td>
<td>Constituents, non-profits</td>
<td>Engage diverse civic leaders in target-setting and implementation.</td>
<td>Local energy, water conservation, and waste reduction targets aligned; collaborative and accelerated GHG reduction</td>
</tr>
<tr>
<td>b</td>
<td>Build and support a resilient local economy that supports climate objectives.</td>
<td>Proven</td>
<td></td>
<td>¥¥</td>
<td>High</td>
<td>Economic development organizations, businesses, academia</td>
<td>Provide access to green jobs; preserve local retail and services in disadvantaged communities.</td>
<td>Local green jobs and sustainable businesses; local production and consumption; reduced transportation costs</td>
</tr>
<tr>
<td>c</td>
<td>Integrate smart technology into operations to effectively manage resource consumption.</td>
<td>Evolving</td>
<td></td>
<td>¥¥¥</td>
<td>High</td>
<td>Gas and electric utilities, tech industry, EMAs, transit agencies</td>
<td>Prioritize smart technology investments in vulnerable communities.</td>
<td>Improved operational performance through ‘smart’ technology</td>
</tr>
<tr>
<td>d</td>
<td>Adopt the Greenest Region Compact and a GRC-based sustainability plan aligned with the regional climate objectives.</td>
<td>Proven</td>
<td></td>
<td>¥</td>
<td>Med</td>
<td>MMC, STR, nonprofits</td>
<td>Tailor plans to the needs of vulnerable communities</td>
<td>Local plans guide effective action</td>
</tr>
<tr>
<td>e</td>
<td>Demonstrate sustainability in municipal operations, purchasing, and through public events.</td>
<td>Proven</td>
<td></td>
<td>¥</td>
<td>High</td>
<td>Constituents, COGs, vendors</td>
<td>Prioritize small and minority-owned vendors.</td>
<td>Leading by example inspires followers and cooperation across sectors; informed and engaged constituents</td>
</tr>
</tbody>
</table>

MUNICIPAL ROLES IN CLIMATE ACTION

**LEAD:** municipalities take actions within their own operations and decisions

**ENCOURAGE:** influence constituents and partners to change behaviors or take action through education collaboration, direct investment and incentives

**ENACT:** municipalities enact policies or support other jurisdictions in enacting policies

SUSTAINABLE DEVELOPMENT GOALS ADDRESSED

| 8 | DECENT WORK AND ECONOMIC GROWTH |
|-----|
| 11 | SUSTAINABLE CITIES AND COMMUNITIES |
| 12 | RESPONSIBLE CONSUMPTION AND PRODUCTION |
### 2. DECARBONIZE ENERGY SOURCES

<table>
<thead>
<tr>
<th>Strategy</th>
<th>Municipal Role</th>
<th>Solution Status</th>
<th>GHG Reduction Potential</th>
<th>Cost</th>
<th>Effort Required</th>
<th>Lead Partners &amp; Resources</th>
<th>Achieve Equity</th>
<th>Outcomes (Co-benefits)</th>
</tr>
</thead>
<tbody>
<tr>
<td>a</td>
<td>LEAD</td>
<td>Evolving</td>
<td>High</td>
<td>$$$</td>
<td>High</td>
<td>Clean energy industry, property owners, investors</td>
<td>Prioritize access to clean energy jobs in disadvantaged communities.</td>
<td>Modernized, efficient electric grid; resilient distributed generation; thriving renewable energy industry; reduced long-term utility costs; create clean energy jobs</td>
</tr>
<tr>
<td>b</td>
<td>ENCOURAGE</td>
<td>Evolving</td>
<td>Enabling</td>
<td>$</td>
<td>Low</td>
<td>Clean energy industry, nonprofits, electric utility, regulators</td>
<td>Provide access to affordable, clean energy.</td>
<td>Expanded market demand for clean energy, informed energy consumers</td>
</tr>
<tr>
<td>c</td>
<td>ENCOURAGE</td>
<td>Aspirational</td>
<td>High</td>
<td>$$$</td>
<td>High</td>
<td>Electric utility, investors, regulators, clean energy industry</td>
<td>Replace coal-fired and gas-fired power to improve air quality. Support clean energy jobs training for displaced fossil fuel workers.</td>
<td>Elimination fossil-fuel generated electricity; utility-scale solar, wind, and nuclear power generation</td>
</tr>
<tr>
<td>d</td>
<td>ENCOURAGE</td>
<td>Aspirational</td>
<td>High</td>
<td>$$$</td>
<td>High</td>
<td>Clean energy industry, utilities, developers, property owners</td>
<td>Reduce long term energy burden.</td>
<td>Increased resilience and efficiency, reduced long-term costs</td>
</tr>
</tbody>
</table>

#### Decarbonize Energy Sources reduction targets (MMT CO2e)

- 2030: 34.5 MMT CO2e/year
- 2040: 51.1 MMT CO2e/year
- 2050: 57.9 MMT CO2e/year

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**SUSTAINABLE DEVELOPMENT GOALS ADDRESSED**

- **3 Good Health and Well-being**
- **7 Affordable and Clean Energy**
- **10 Reduced Inequalities**
### 3. OPTIMIZE BUILDING ENERGY

<table>
<thead>
<tr>
<th>Strategy</th>
<th>Municipal Role</th>
<th>Solution Status</th>
<th>GHG Reduction Potential</th>
<th>Cost</th>
<th>Effort Required</th>
<th>Lead Partners &amp; Resources</th>
<th>Achieve Equity</th>
<th>Outcomes (Co-benefits)</th>
</tr>
</thead>
<tbody>
<tr>
<td>a</td>
<td><strong>LEAD</strong></td>
<td>Proven</td>
<td>Low</td>
<td>$$</td>
<td>Low</td>
<td>Electric and gas utilities, clean energy industry</td>
<td>Prioritize access to clean energy jobs in disadvantaged communities.</td>
<td>Reduced energy costs; improved building performance; resilient facilities</td>
</tr>
<tr>
<td>b</td>
<td><strong>ENCOURAGE</strong></td>
<td>Aspirational</td>
<td>High</td>
<td>$$$</td>
<td>Med</td>
<td>Electric and gas utilities, building owners</td>
<td>Invest in areas vulnerable to poor indoor air quality.</td>
<td>Improved indoor air quality; increases impact of grid decarbonization</td>
</tr>
<tr>
<td>c</td>
<td><strong>ENCOURAGE</strong></td>
<td>Proven</td>
<td>High</td>
<td>$</td>
<td>Low</td>
<td>Homeowners, CAA’s, building owners, electric and gas utilities, clean energy industry, IECA, nonprofits</td>
<td>Invest in multi-family housing; reduce household energy burden. Provide energy savings information in all languages and formats.</td>
<td>Reduced energy costs; reduced peak demand; improved building performance; leveraged private investment; resilient buildings; safe and comfortable homes</td>
</tr>
</tbody>
</table>

#### Optimize Building Energy reduction targets (MMT CO2e)

- **2030**: 8.5
- **2040**: 12.9
- **2050**: 20.0

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### SUSTAINABLE DEVELOPMENT GOALS ADDRESSED

- **3 Good Health and Well-being**
- **7 Affordable and Clean Energy**
- **8 Decent Work and Economic Growth**
- **9 Industry, Innovation and Infrastructure**
- **10 Reduced Inequalities**
### 4. Implement Clean Energy Policies

<table>
<thead>
<tr>
<th>Strategy</th>
<th>Municipal Role</th>
<th>Solution Status</th>
<th>GHG Reduction Potential</th>
<th>Cost</th>
<th>Effort Required</th>
<th>Lead Partners &amp; Resources</th>
<th>Achieve Equity</th>
<th>Outcomes (Co-benefits)</th>
</tr>
</thead>
<tbody>
<tr>
<td>a</td>
<td>Support robust building energy conservation codes, benchmarking, and building performance standards to optimize energy efficiency for retrofit projects.</td>
<td>Evolving</td>
<td>Enabling</td>
<td>$</td>
<td>Med</td>
<td>ICC, IGA</td>
<td>Achieve Equity</td>
<td>Reduced energy and water costs; improved long-term building performance; operational resilience; leveraged private investment; demonstration of technology and design to achieve net-zero</td>
</tr>
<tr>
<td>b</td>
<td>Require high performance, all-electric, and net zero new building construction.</td>
<td>Evolving</td>
<td>High</td>
<td>$$$</td>
<td>High</td>
<td>Developers, building owners, clean energy industry, gas and electric utilities</td>
<td></td>
<td></td>
</tr>
<tr>
<td>c</td>
<td>Modernize municipal franchise agreements to leverage investment in clean energy and reduce costs to residents.</td>
<td>Contingent</td>
<td>Enabling</td>
<td>$$$</td>
<td>Med High</td>
<td>Gas and electric utilities</td>
<td>Investment in public facilities enabled</td>
<td></td>
</tr>
<tr>
<td>d</td>
<td>Adapt zoning codes and streamline development processes to accelerate investment in solar and other renewable energy systems.</td>
<td>Proven</td>
<td>Enabling</td>
<td></td>
<td>Med</td>
<td>Clean energy industry, MMC</td>
<td>Accelerated investment in solar; more affordable, safe and effective renewable energy systems; grid dependency lessened</td>
<td></td>
</tr>
<tr>
<td>e</td>
<td>Support state policies to advance clean energy</td>
<td>Evolving</td>
<td>Enabling</td>
<td></td>
<td>Low</td>
<td>ICC, IGA</td>
<td>Assure clean energy investments benefit vulnerable communities</td>
<td>Thriving clean energy industry</td>
</tr>
</tbody>
</table>

#### Implement Clean Energy Policies reduction targets (MMT CO2e)

- **2030**: 2.3
- **2040**: 5.0
- **2050**: 7.6

---

**Sustainable Development Goals Addressed**

- **7. Affordable and Clean Energy**
- **8. Decent Work and Economic Growth**
- **9. Industry, Innovation and Infrastructure**
- **10. Reduced Inequalities**
5. **DECARBONIZE TRANSPORTATION**

<table>
<thead>
<tr>
<th>Strategy</th>
<th>Municipal Role</th>
<th>Solution Status</th>
<th>GHG Reduction Potential</th>
<th>Cost</th>
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<th>Lead Partners &amp; Resources</th>
<th>Achieve Equity</th>
<th>Outcomes (Co-benefits)</th>
</tr>
</thead>
<tbody>
<tr>
<td>a</td>
<td>Create accessible and reliable networks of electric vehicle (EV) chargers.</td>
<td>Evolving</td>
<td>Enabling</td>
<td>$$</td>
<td>High</td>
<td>IEPA, IDOT, CMAP, electric utility, EV industry, employers, property owners, businesses</td>
<td>Electric vehicles displace internal combustion vehicles</td>
<td></td>
</tr>
<tr>
<td>b</td>
<td>Transition fleets to low- and zero-emission vehicles and encourage others to do so. Encourage the switch to electric passenger vehicles.</td>
<td>Evolving</td>
<td>High</td>
<td>$$$</td>
<td>Med High</td>
<td>IEPA, CTA, Pace, Metra, school districts, public and private fleet operators, nonprofits</td>
<td>Provide access to clean transportation for all, focus on EV infrastructure for workplace and multi-family dwellings; protect vulnerable residents from tailpipe emissions</td>
<td></td>
</tr>
<tr>
<td>c</td>
<td>Support strong national fuel efficiency standards.</td>
<td>Proven</td>
<td>High</td>
<td>$</td>
<td>Low</td>
<td>Federal government</td>
<td>Reduced health impacts of tailpipe emissions</td>
<td></td>
</tr>
<tr>
<td>d</td>
<td>Enact and enforce anti-idling policies.</td>
<td>Proven</td>
<td>Low</td>
<td>$</td>
<td>Low</td>
<td>School districts, transit agencies, institutions and venues</td>
<td>Accelerated investment in EV charging infrastructure; reduced soft costs, safe and effective EV charging systems</td>
<td></td>
</tr>
<tr>
<td>e</td>
<td>Adapt development processes to accelerate investment in EV charging infrastructure.</td>
<td>Evolving</td>
<td>Enabling</td>
<td>$$</td>
<td>Med</td>
<td>IDOT, electric utility, EV industry, MMC</td>
<td></td>
<td></td>
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![Decarbonize Transportation reduction targets (MMT CO2e)](image)

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**SUSTAINABLE DEVELOPMENT GOALS ADDRESSED**

3. **GOOD HEALTH AND WELL-BEING**
10. **REDUCED INEQUALITIES**
11. **SUSTAINABLE CITIES AND COMMUNITIES**
12. **RESPONSIBLE CONSUMPTION AND PRODUCTION**
6. REDUCE VEHICLE MILES TRAVELED

<table>
<thead>
<tr>
<th>Strategy</th>
<th>Municipal Role</th>
<th>Solution Status</th>
<th>GHG Reduction Potential</th>
<th>Cost</th>
<th>Effort Required</th>
<th>Lead Partners &amp; Resources</th>
<th>Achieve Equity</th>
<th>Outcomes (Co-benefits)</th>
</tr>
</thead>
<tbody>
<tr>
<td>a</td>
<td>Prioritize transit-oriented development and transit-supportive development.</td>
<td>Evolving</td>
<td>High</td>
<td>$$</td>
<td>High</td>
<td>RTA, CMAP, developers, property owners, economic development organizations</td>
<td>Focus on safe and accessible transportation for vulnerable communities.</td>
<td>Development of more compact, accessible neighborhoods; community cohesion strengthened; burden of owning and maintaining personal vehicle lessened</td>
</tr>
<tr>
<td>b</td>
<td>Promote multi-family housing development near transit stations and along transit routes.</td>
<td>ENACT</td>
<td>Proven</td>
<td>$</td>
<td>Med</td>
<td>CTA, RTA, pace, Metra</td>
<td></td>
<td>Reduced traffic congestion; improved air quality; improved access to economic opportunity through greater mobility</td>
</tr>
<tr>
<td>c</td>
<td>Collaborate to enhance regional transit and expand capacity.</td>
<td>Proven</td>
<td>$$$</td>
<td>High</td>
<td></td>
<td>IDOT, RTA, counties</td>
<td>Provide safe and accessible transportation for all.</td>
<td>Safe active transportation; connected communities; reduced tailpipe emissions; improved health and wellness; reduced infrastructure demands for personal vehicles</td>
</tr>
<tr>
<td>d</td>
<td>Plan and design roadways and corridors to benefit all road users and promote active transportation.</td>
<td>ENACT</td>
<td>Proven</td>
<td>$$</td>
<td>High</td>
<td>IDOT, counties, forest preserve districts, park districts, non profits, COGs</td>
<td></td>
<td></td>
</tr>
<tr>
<td>e</td>
<td>Build and maintain safe, resilient, and accessible active transportation infrastructure.</td>
<td>LEAD ENACT</td>
<td>Proven</td>
<td>$$$</td>
<td>High</td>
<td>IDOT, counties, forest preserve districts, park districts, non profits, COGs</td>
<td>Target disadvantaged communities for investment and education.</td>
<td></td>
</tr>
<tr>
<td>f</td>
<td>Encourage walking, biking and transit use through education, incentives, and collaboration.</td>
<td>ENACT</td>
<td>Proven</td>
<td>$</td>
<td>Low</td>
<td>School districts, non profits, employers, local businesses, institutions, CTA, RTA, Metra, pace</td>
<td></td>
<td>Reduced use of personal vehicles, increased active transportation</td>
</tr>
<tr>
<td>g</td>
<td>Strategically manage parking policies to promote active and public transportation.</td>
<td>Evolving</td>
<td>$</td>
<td>Med</td>
<td>Local businesses, economic development organizations, CTA, RTA, Metra, pace</td>
<td>Provide safe and accessible transportation for all.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
SUSTAINABLE DEVELOPMENT GOALS ADDRESSED

Reduce Vehicle Miles Traveled reduction targets (MMT CO2e)

<table>
<thead>
<tr>
<th>Year</th>
<th>Target</th>
</tr>
</thead>
<tbody>
<tr>
<td>2030</td>
<td>1.3</td>
</tr>
<tr>
<td>2040</td>
<td>2.6</td>
</tr>
<tr>
<td>2050</td>
<td>4.9</td>
</tr>
</tbody>
</table>

SUSTAINABLE DEVELOPMENT GOALS ADDRESSED

- GOOD HEALTH AND WELL-BEING
- REDUCED INEQUALITIES
- SUSTAINABLE CITIES AND COMMUNITIES
# 7. MANAGE WATER AND WASTE SUSTAINABLY

<table>
<thead>
<tr>
<th>Strategy</th>
<th>Municipal Role</th>
<th>Solution Status</th>
<th>GHG Reduction Potential</th>
<th>Cost</th>
<th>Effort Required</th>
<th>Lead Partners &amp; Resources</th>
<th>Achieve Equity</th>
<th>Outcomes (Co-benefits)</th>
</tr>
</thead>
<tbody>
<tr>
<td>a</td>
<td>Capture landfill emissions and eliminate pipeline methane emissions.</td>
<td>Proven</td>
<td>Medium</td>
<td>$$</td>
<td>Med High</td>
<td>Landfill operators, clean energy industry</td>
<td>Reduce exposure of vulnerable residents. Site landfills and waste operations to avoid harm to low-income and communities of color.</td>
<td>Reduced methane gas emissions</td>
</tr>
<tr>
<td>b</td>
<td>Capture and convert wastewater biogas to energy.</td>
<td>LEAD</td>
<td>Proven</td>
<td>$$$</td>
<td>High</td>
<td>MWRD, POTW</td>
<td></td>
<td>Displacement of fossil fuels</td>
</tr>
<tr>
<td>c</td>
<td>Increase composting and biological treatment of waste. Utilize compost and biosolids in landscapes.</td>
<td>LEAD</td>
<td>Proven</td>
<td>Low</td>
<td>$$$</td>
<td>SWAs, waste industry</td>
<td></td>
<td>Expanded recycling and organic waste industries; value from waste captured</td>
</tr>
<tr>
<td>d</td>
<td>Support circular economies.</td>
<td>ENCOURAGE</td>
<td>Evolving</td>
<td></td>
<td>$$</td>
<td>High</td>
<td>Economic development organizations, businesses, waste industry</td>
<td>Reduce exposure to litter and illegal dumping. Site landfills and waste operations to avoid harm to low-income and communities of color.</td>
</tr>
<tr>
<td>e</td>
<td>Increase the volume of waste that is recycled and composted.</td>
<td>ENCOURAGE</td>
<td>Contingent</td>
<td></td>
<td>$$$</td>
<td>Med</td>
<td>Constituents, employers, local businesses, institutions, waste industry</td>
<td></td>
</tr>
<tr>
<td>f</td>
<td>Reduce energy needed to deliver safe drinking water and shift operations to clean energy sources.</td>
<td>LEAD</td>
<td>Proven</td>
<td>Low</td>
<td>$$</td>
<td>High</td>
<td>Water supply industry</td>
<td>Eliminate lead pipes. Provide access to safe, clean, and affordable water to all.</td>
</tr>
<tr>
<td>g</td>
<td>Reduce energy needed to manage wastewater and shift operation to clean energy sources.</td>
<td>LEAD</td>
<td>Proven</td>
<td>Low</td>
<td>$$</td>
<td>High</td>
<td>Utilities, POTW</td>
<td>Provide access to safe, clean and affordable water utilities to all.</td>
</tr>
<tr>
<td>h</td>
<td>Encourage water conservation.</td>
<td>ENCOURAGE</td>
<td>Proven</td>
<td>Low</td>
<td>$</td>
<td>Low</td>
<td>Non-profits, water utilities</td>
<td>Reduce water burden.</td>
</tr>
</tbody>
</table>
SUSTAINABLE DEVELOPMENT GOALS ADDRESSED

Manage Waste and Water Sustainably reduction targets (MMT CO2e)

- - - Business As Usual

- Target

2030  0.5
2040  0.9
2050  1.3

SUSTAINABLE DEVELOPMENT GOALS ADDRESSED

3 GOOD HEALTH AND WELL-BEING
6 CLEAN WATER AND SANITATION
10 REDUCED INEQUALITIES
12 RESPONSIBLE CONSUMPTION AND PRODUCTION
### 8. SUSTAIN ECOSYSTEMS TO SEQUESTER CARBON

<table>
<thead>
<tr>
<th>Strategy</th>
<th>Municipal Role</th>
<th>Solution Status</th>
<th>GHG Reduction Potential</th>
<th>Cost</th>
<th>Effort Required</th>
<th>Lead Partners &amp; Resources</th>
<th>Achieve Equity</th>
<th>Outcomes (Co-benefits)</th>
</tr>
</thead>
<tbody>
<tr>
<td>a</td>
<td>Grow and manage public landscapes to optimize ecosystem services and support biodiversity.</td>
<td>Proven</td>
<td></td>
<td>$</td>
<td>High</td>
<td>IDNR, forest preserve &amp; park districts, property owners, businesses, institutions, non-profits, MWRD</td>
<td>Maintain accessible open space to invite safe and healthful activity.</td>
<td>Stormwater managed sustainably; pollinator and wildlife habitat supported; quality open space encourages active transportation and lifestyles</td>
</tr>
<tr>
<td>b</td>
<td>Encourage property owners to install and maintain sustainable and native landscapes.</td>
<td>Proven</td>
<td></td>
<td>$</td>
<td>Med</td>
<td>Constituents, property owners, park districts, IDOT</td>
<td>Sustain tree canopy and gardens for desired cooling benefits in vulnerable communities.</td>
<td>Improved air quality; cooling shade mitigates heat islands; reduced cooling energy demands; enhanced livability</td>
</tr>
<tr>
<td>c</td>
<td>Plant trees and sustain the urban forest.</td>
<td>Proven</td>
<td>Sequestration</td>
<td>$</td>
<td>Med</td>
<td>Non-profits, public gardens, MWRD, POTW, compost industry</td>
<td></td>
<td></td>
</tr>
<tr>
<td>d</td>
<td>Encourage citizen tree stewardship.</td>
<td>Proven</td>
<td></td>
<td>$</td>
<td>Med</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>e</td>
<td>Preserve soil through low-impact development and restore soil integrity.</td>
<td>Aspirational</td>
<td></td>
<td>$$$</td>
<td>High</td>
<td>Developers, counties, MWRD, POTW, compost industry</td>
<td>Remediate contaminated soils and restore nature to sites in vulnerable communities.</td>
<td>Clean water; healthy ecosystems</td>
</tr>
</tbody>
</table>

#### SUSTAINABLE DEVELOPMENT GOALS ADDRESSED

- **3 Good Health and Well-being**
- **10 Reduced Inequalities**
- **15 Life on Land**
APPENDIX E:
SUMMARY OF ADAPTATION STRATEGIES
OVERARCHING ACTIONS TO BUILD RESILIENCE

ENGAGE AND EDUCATE THE COMMUNITY:

- Inform the community about changing weather hazards and risks.
- Encourage families to prepare an emergency response plan.
- Foster community spirit to recover, adapt and “bounce forward” from disaster.
- Employ an effective early warning and response system.

COLLABORATE AND BUILD CAPACITY:

- Coordinate resiliency efforts with federal, state, and regional agencies.
- Access and share timely weather data.
- Manage public and private landscapes to optimize ecosystem services and support biodiversity.
- Strengthen emergency and adaptive response skills among staff, civic leaders, and allied organizations.

ADAPT OPERATIONS AND INVESTMENTS:

- Integrate climate resiliency into decision-making about capital expenditures.

INTEGRATE EQUITY AND INCLUSION:

- Collaborate to ensure residents most vulnerable to heat, air pollution and flooding are connected to emergency relief services.
- Include vulnerable populations in planning and prioritize investments to protect them.
- Assure community education messages are accessible in all languages and formats.

ENACT PLANS AND POLICIES:

- Assess climate vulnerability and risks to local infrastructure.
- Adopt and integrate county hazard mitigation plan into local plans and policies.
- Integrate climate impacts and vulnerability into relevant plans and regulations.
- Proactively update codes to reflect evolving climate conditions.
- Incentivize or require resilient building design.
- Reduce sprawl by promoting infill development.
- Prioritize transit-oriented development and transit-supportive land uses.
- Participate in the Community Rating System and National Flood Insurance Program.
- Guide future development plans to conserve and restore open space, soil, trees, and native landscapes to preserve ecosystem services.
# All Mitigation and Adaptation Objectives and Corresponding Adaptation and Mitigation Benefits

<table>
<thead>
<tr>
<th>Mitigation Objective</th>
<th>Outcome/Co-benefits</th>
<th>Adaptation Benefit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Demonstrate Leadership to Reduce Emissions</td>
<td>Engaged constituents, public support, green jobs, efficiencies and cost-savings</td>
<td>More resilient communities</td>
</tr>
<tr>
<td>Decarbonize Energy Sources</td>
<td>Cleaner air and water, renewable energy, potential improvements to energy security</td>
<td>More resilient electric grid</td>
</tr>
<tr>
<td>Optimize Building Energy</td>
<td>Improved building performance, lower energy costs/energy burden, cleaner air</td>
<td>More resilient buildings</td>
</tr>
<tr>
<td>Implement Clean Energy Policies</td>
<td>Clean energy jobs, leveraged investment</td>
<td>Economic development</td>
</tr>
<tr>
<td>Decarbonize Transportation</td>
<td>Cleaner air, lower long-term fuel costs, reduced noise pollution, beneficial electrification</td>
<td>Less reliance on vulnerable fuel supply chain</td>
</tr>
<tr>
<td>Reduce Vehicle Miles Traveled</td>
<td>Less congestion, less reliance on single-occupancy vehicles, more connected communities, more social cohesion, more walking and biking and better health outcomes, lower transportation costs, reduced injuries/fatalities from road accidents</td>
<td>More resilient transportation systems</td>
</tr>
<tr>
<td>Manage Water and Waste Sustainably</td>
<td>Cleaner air and water, less waste</td>
<td>More resilient water and wastewater systems</td>
</tr>
<tr>
<td>Sustain Ecosystems to Sequester Carbon</td>
<td>Enhanced ecosystems, preserved biodiversity, improved quality of life and mental health, active and healthy lifestyles</td>
<td>Reduced flooding, cooler communities</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Adaptation Objective</th>
<th>Outcome/Co-benefits</th>
<th>Mitigation Benefit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Engage and educate the community about climate resilience and adaptation</td>
<td>Prepared and engaged constituents, community cohesion, better health outcomes, private property and well-being preserved</td>
<td>Awareness of hazards and impacts builds support for climate mitigation actions</td>
</tr>
<tr>
<td>Incorporate equity and inclusion into climate adaptation efforts</td>
<td>Prepared and engaged constituents, community cohesion, improved health equity, private property preserved</td>
<td></td>
</tr>
<tr>
<td>Collaborate and build capacity for more resilient community</td>
<td>Shared and leveraged resources, greater efficiency and outputs, greater adaptive capacity, Property, water supply, and other assets preserved</td>
<td>Reduced energy demands for water utilities. Healthy ecosystems help sequester carbon</td>
</tr>
<tr>
<td>Enact plans and policies focused on adaptation and resilience</td>
<td>Prepared assets and operations, greater adaptive capacity. Improved nature, quality of life</td>
<td></td>
</tr>
<tr>
<td>Adapt operations and investments for future climate conditions</td>
<td>Prepared assets and operations, nature, quality of life, property, water supply and other assets preserved</td>
<td>Reduced energy demands for operations</td>
</tr>
</tbody>
</table>
## Engage and Educate the Community about Climate Resilience and Adaptation

<table>
<thead>
<tr>
<th>Strategy</th>
<th>Overarching Resilience</th>
<th>Heat &amp; Health</th>
<th>Flooding &amp; Homes</th>
<th>Stormwater &amp; Infrastructure</th>
<th>Flooding &amp; Transport</th>
<th>Drought &amp; Water</th>
<th>Air Pollution &amp; Health</th>
<th>Municipal Role</th>
<th>Solution Status</th>
<th>Cost</th>
<th>Effort Required</th>
<th>Lead Partners &amp; Resources</th>
<th>Outcomes (Co-benefits)</th>
</tr>
</thead>
<tbody>
<tr>
<td>a</td>
<td>Inform the community about changing weather hazards and risks. Encourage preparation.</td>
<td>x</td>
<td>x</td>
<td>x</td>
<td>x</td>
<td></td>
<td></td>
<td>Encourage</td>
<td>Proven</td>
<td>C</td>
<td>Low</td>
<td>NOAA, GLISA, IEMA, State Climatologist, Str, BRACE DRSC, APWA, stormwater agencies</td>
<td>Prepared and engaged constituents; community cohesion; positive health outcomes; private assets preserved; safe and healthy constituents</td>
</tr>
<tr>
<td>b</td>
<td>Engage the community about services that support health and wellness.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Encourage</td>
<td>Proven</td>
<td>$</td>
<td>Med</td>
<td>Public health agencies, hospitals, BRACE</td>
</tr>
<tr>
<td>c</td>
<td>Encourage families to prepare an emergency response plan.</td>
<td>x</td>
<td>x</td>
<td>x</td>
<td></td>
<td></td>
<td></td>
<td>Encourage</td>
<td>Proven</td>
<td>C</td>
<td>Med</td>
<td>IEMA, Ready.gov</td>
<td></td>
</tr>
<tr>
<td>d</td>
<td>Foster community spirit to recover, adapt and “bounce forward” from disaster.</td>
<td>x</td>
<td>x</td>
<td>x</td>
<td>x</td>
<td>x</td>
<td></td>
<td>Encourage</td>
<td>Proven</td>
<td>C</td>
<td>Med-High</td>
<td>Constituents, CBO, FBO</td>
<td></td>
</tr>
<tr>
<td>e</td>
<td>Educate the community about air pollution action days and maintaining healthy indoor air quality.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Lead</td>
<td>Proven</td>
<td>C</td>
<td>Low</td>
<td>IEPA, IDPH, U.S. EPA</td>
<td></td>
</tr>
<tr>
<td>f</td>
<td>Engage residents and businesses in conserving water.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Encourage</td>
<td>Proven</td>
<td>$</td>
<td>Low</td>
<td>AWWA, JAWA, U.S. EPA Water Sense, CMAP, IISG</td>
<td>Reduced water costs, water supply conserved</td>
</tr>
<tr>
<td>g</td>
<td>Promote green infrastructure practices.</td>
<td></td>
<td></td>
<td>x</td>
<td>x</td>
<td></td>
<td></td>
<td>Encourage</td>
<td>Proven</td>
<td>$</td>
<td>Med-High</td>
<td>U.S. EPA Water Quality scorecard, IISG, CNT, stormwater agencies, non-profits</td>
<td>Reduced energy use for processing stormwater, assets preserved, safe and healthy constituents</td>
</tr>
<tr>
<td>h</td>
<td>Encourage residents and businesses to disconnect downspouts from sewers.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>x</td>
<td></td>
<td>Encourage</td>
<td>Proven</td>
<td>$</td>
<td>Med</td>
<td>Stormwater agencies, POTW</td>
<td></td>
</tr>
<tr>
<td>i</td>
<td>Promote IDPH standards for post-flood clean up.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Encourage</td>
<td>Proven</td>
<td>C</td>
<td>Low</td>
<td>IDPH</td>
<td></td>
</tr>
<tr>
<td>j</td>
<td>Support and incentivize overhead sewer conversion in basements.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Lead</td>
<td>Proven</td>
<td>$$</td>
<td>Med-High</td>
<td>MWRD, POTW</td>
<td></td>
</tr>
</tbody>
</table>
## Incorporate Equity and Inclusion into Climate Adaptation Efforts

<table>
<thead>
<tr>
<th>Strategy</th>
<th>Overarching Resilience</th>
<th>Municipal Role</th>
<th>Solution Status</th>
<th>Cost</th>
<th>Effort Required</th>
<th>Lead Partners &amp; Resources</th>
<th>Outcomes (Co-benefits)</th>
</tr>
</thead>
<tbody>
<tr>
<td>a</td>
<td>x x x x x x x</td>
<td>LEAD ENCOURAGE</td>
<td>Proven</td>
<td>$</td>
<td>Med</td>
<td>CAA, BRACE, public health organizations, CBO, FBO, IEMA</td>
<td>Health &amp; well-being of most vulnerable residents protected, equitable access to health, services, and opportunity; equitable investment; positive health outcomes</td>
</tr>
<tr>
<td>b</td>
<td>x x x x x x x</td>
<td>LEAD</td>
<td>Proven</td>
<td>$</td>
<td>Med</td>
<td>CMAP, CBO, public health organizations, BRACE</td>
<td></td>
</tr>
<tr>
<td>c</td>
<td>x x x x</td>
<td>ENCOURAGE</td>
<td>Proven</td>
<td>$$</td>
<td>Med</td>
<td>CBO, FBO, public health organizations,</td>
<td></td>
</tr>
<tr>
<td>d</td>
<td>x x x x</td>
<td>ENCOURAGE</td>
<td>Contingent</td>
<td>$</td>
<td>Med</td>
<td>IEPA, public health agencies, BRACE, RHA</td>
<td></td>
</tr>
<tr>
<td>e</td>
<td>x x x x</td>
<td>ENCOURAGE</td>
<td>Evolving</td>
<td>$$</td>
<td>Med</td>
<td>Park districts, public health agencies, cultural venues, transit services</td>
<td></td>
</tr>
<tr>
<td>f</td>
<td>x x x x x x x</td>
<td>LEAD ENCOURAGE</td>
<td>Proven</td>
<td>$</td>
<td>Low</td>
<td>Non-profits, ADA coordinators</td>
<td>Reduced water costs, water supply conserved</td>
</tr>
<tr>
<td>g</td>
<td>x x x x x</td>
<td>LEAD</td>
<td>Proven</td>
<td>$$$</td>
<td>High</td>
<td>AWWA, JAWA, U.S. EPA, ISWS, CMAP, MPC</td>
<td>Reduced energy use for processing stormwater, assets preserved, safe and healthy constituents</td>
</tr>
<tr>
<td>h</td>
<td>x x x x</td>
<td>ENCOURAGE</td>
<td>Evolving</td>
<td>$$</td>
<td>High</td>
<td>RTA, CTA, Metra, pace, BRACE, public health agencies</td>
<td></td>
</tr>
</tbody>
</table>
## COLLABORATE AND BUILD CAPACITY FOR MORE RESILIENT COMMUNITY

<table>
<thead>
<tr>
<th>Strategy</th>
<th>Overarching Resilience</th>
<th>Municipal Role</th>
<th>Solution Status</th>
<th>Cost</th>
<th>Effort Required</th>
<th>Lead Partners &amp; Resources</th>
<th>Outcomes (Co-benefits)</th>
</tr>
</thead>
<tbody>
<tr>
<td>a</td>
<td>Coordinate resiliency efforts with federal, state and regional agencies.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Contingent</td>
<td>$$$$$</td>
</tr>
<tr>
<td>b</td>
<td>Strengthen emergency and adaptive response skills among staff, civic leaders, and allied organizations.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Proven</td>
<td>$$</td>
</tr>
<tr>
<td>c</td>
<td>Develop an emergency transportation and logistics plan to move vital resources.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Evolving</td>
<td>$$$$</td>
</tr>
<tr>
<td>d</td>
<td>Monitor and share real-time roadway conditions.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Evolving</td>
<td>$$</td>
</tr>
<tr>
<td>e</td>
<td>Access and share timely weather data.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Proven</td>
<td>c</td>
</tr>
<tr>
<td>f</td>
<td>Facilitate compliance with federal air quality standards by businesses.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Contingent</td>
<td>$$$$</td>
</tr>
<tr>
<td>g</td>
<td>Identify and mitigate urban heat islands.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Evolving</td>
<td>$$$$$</td>
</tr>
<tr>
<td>h</td>
<td>Manage public and private landscapes to optimize ecosystem services and support biodiversity.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Proven</td>
<td>$$$$$</td>
</tr>
<tr>
<td>i</td>
<td>Collaborate to sustainably manage regional water supply.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Evolving</td>
<td>$$$$$</td>
</tr>
<tr>
<td>j</td>
<td>Monitor and protect water quality in private wells.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Evolving</td>
<td>$$$</td>
</tr>
<tr>
<td>k</td>
<td>Collaborate to sustainably manage stormwater.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Evolving</td>
<td>$$$$$</td>
</tr>
</tbody>
</table>
## ENACT PLANS AND POLICIES FOCUSED ON ADAPTATION AND RESILIENCE

<table>
<thead>
<tr>
<th>Strategy</th>
<th>Overarching resilience</th>
<th>Municipal Role</th>
<th>Solution Status</th>
<th>Cost</th>
<th>Effort Required</th>
<th>Lead Partners &amp; Resources</th>
<th>Outcomes (Co-benefits)</th>
</tr>
</thead>
<tbody>
<tr>
<td>a</td>
<td>Adopt and integrate county hazard mitigation plan into local plans and policies.</td>
<td>x</td>
<td>x</td>
<td>x</td>
<td>Proven</td>
<td>$</td>
<td>Med-High</td>
</tr>
<tr>
<td>b</td>
<td>Integrate climate impacts and vulnerability into relevant plans and regulations.</td>
<td>x</td>
<td>x</td>
<td>x</td>
<td>Evolving</td>
<td>$</td>
<td>High</td>
</tr>
<tr>
<td>c</td>
<td>Proactively update codes and standards to reflect evolving climate conditions.</td>
<td>x</td>
<td>x</td>
<td>x</td>
<td>Evolving</td>
<td>$</td>
<td>Med</td>
</tr>
<tr>
<td>d</td>
<td>Incentivize or require resilient building design.</td>
<td>x</td>
<td>x</td>
<td>x</td>
<td>Evolving</td>
<td>$</td>
<td>Med</td>
</tr>
<tr>
<td>e</td>
<td>Guide future development to conserve land and ecosystems services.</td>
<td>x</td>
<td>x</td>
<td>x</td>
<td>x</td>
<td>Proven</td>
<td>$$$</td>
</tr>
<tr>
<td>f</td>
<td>Promote connected, complete, and walkable neighborhoods.</td>
<td>x</td>
<td>x</td>
<td>x</td>
<td>Evolving</td>
<td>$$$</td>
<td>Med-High</td>
</tr>
<tr>
<td>g</td>
<td>Prioritize transit-oriented development and transit-supportive development.</td>
<td>x</td>
<td>x</td>
<td>x</td>
<td>Evolving</td>
<td>$$$</td>
<td>High</td>
</tr>
<tr>
<td>h</td>
<td>Participate in the Community Rating System and National Flood Insurance Program.</td>
<td>x</td>
<td>x</td>
<td>x</td>
<td>x</td>
<td>Proven</td>
<td>$</td>
</tr>
<tr>
<td>i</td>
<td>Protect surface and groundwater from contamination.</td>
<td>x</td>
<td>x</td>
<td>x</td>
<td>Proven</td>
<td>$$$</td>
<td>High</td>
</tr>
<tr>
<td>j</td>
<td>Allow developments flexibility to meet stormwater requirements.</td>
<td>x</td>
<td>x</td>
<td>x</td>
<td>Proven</td>
<td>$</td>
<td>Med-High</td>
</tr>
<tr>
<td>k</td>
<td>Adopt a water conservation plan.</td>
<td>x</td>
<td>x</td>
<td>x</td>
<td>Evolving</td>
<td>$</td>
<td>High</td>
</tr>
<tr>
<td>l</td>
<td>Enact and enforce outdoor watering regulations responsive to drought conditions.</td>
<td>x</td>
<td>x</td>
<td>x</td>
<td>Proven</td>
<td>$</td>
<td>Med</td>
</tr>
<tr>
<td>m</td>
<td>Optimize tree planting and protect existing trees for maximum shading and stormwater benefits.</td>
<td>x</td>
<td>x</td>
<td>x</td>
<td>Proven</td>
<td>$</td>
<td>High</td>
</tr>
</tbody>
</table>

**SUSTAINABLE DEVELOPMENT GOALS ADDRESSED**

- **4.** ENACT PLANS AND POLICIES FOCUSED ON ADAPTATION AND RESILIENCE

---

**Outcomes (Co-benefits):**
- Assets and operations prepared; greater adaptive capacity; investments protected; safe and healthy constituents
- Landscapes preserved and optimized for ecosystem services; more pervious surfaces; more sustainable transportation systems; energy and resources conserved; positive health outcomes; greater adaptive capacity; planning for prioritized investment; assets protected; safe and healthy constituents
- Water supply protected and conserved; safe and healthy constituents
- Landscapes conserved for ecosystem services; energy and resources conserved
- Water supply protected and conserved; energy for water distribution conserved, costs reduced
- Heat and flooding hazard lessened, cooling energy demand lessened; air and water quality improved
## 5. Adapt Operations and Investments for Future Climate Conditions

### SUSTAINABLE DEVELOPMENT GOALS ADDRESSED

- **9. Industry, Innovation and Infrastructure**
- **10. Reduced inequalities**
- **11. Sustainable cities and communities**
- **12. Responsible consumption and production**
- **15. Life on land**

### Overarching Resilience

<table>
<thead>
<tr>
<th>Strategy</th>
<th>Heat &amp; Health</th>
<th>Flooding &amp; Homes</th>
<th>Stormwater &amp; Infrastructure</th>
<th>Flooding &amp; Transport</th>
<th>Drought &amp; Water</th>
<th>Air Pollution &amp; Health</th>
<th>Municipal Role</th>
<th>Solution Status</th>
<th>Cost</th>
<th>Effort Required</th>
<th>Lead Partners &amp; Resources</th>
<th>Outcomes (Co-benefits)</th>
</tr>
</thead>
<tbody>
<tr>
<td>a</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>x</td>
<td>Evolving</td>
<td>$$$</td>
<td>Med-High</td>
<td>IDOT, counties, townships, GLISA, RTA, CTA, Metra, pace</td>
<td>Assets and operations prepared; greater adaptive capacity; assets protected; services and economy protected; mobility maintained</td>
</tr>
<tr>
<td>b</td>
<td>x</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Evolving</td>
<td>$$$</td>
<td>Med-High</td>
<td>SrR, IDOT, counties, townships, ISI, APWA</td>
<td></td>
</tr>
<tr>
<td>c</td>
<td></td>
<td>x</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Proven</td>
<td>$$$</td>
<td>High</td>
<td>Counties, FEMA, IEMA, IDNR</td>
<td></td>
</tr>
<tr>
<td>d</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>x</td>
<td>Proven</td>
<td>$$$</td>
<td>High</td>
<td>IDOT, counties, townships, RTA, CTA, Metra, pace</td>
<td>Greater adaptive capacity, community cohesion, natural systems optimized for resiliency and public well-being; air and water quality improved; threats from stormwater and heat islands managed</td>
</tr>
<tr>
<td>e</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>x</td>
<td></td>
<td>x</td>
<td>Proven</td>
<td>$$$</td>
<td>High</td>
<td>Park &amp; forest preserve districts, SWCD, watershed organizations, IAFSM</td>
<td></td>
</tr>
<tr>
<td>f</td>
<td></td>
<td>x</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Proven</td>
<td>$$$</td>
<td>High</td>
<td>MWRD, stormwater agencies, IEPA, IISG</td>
<td>Water quality protected; assets protected; flood impacts reduced</td>
</tr>
<tr>
<td>g</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>x</td>
<td>Evolving</td>
<td>$$$</td>
<td>High</td>
<td>ISWS, IEPA, state climatologist, IAFSM, stormwater agencies, POTW, APWA</td>
<td></td>
</tr>
<tr>
<td>h</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>x</td>
<td>Proven</td>
<td>$$$</td>
<td>High</td>
<td>AWWA, JAWA, U.S. EPA CMAP, MPC</td>
<td>Water supply protected and conserved; energy conserved</td>
</tr>
</tbody>
</table>
APPENDIX F:
KEY PARTNERS TO MUNICIPALITIES, RESOURCES TO SUPPORT IMPLEMENTATION
<table>
<thead>
<tr>
<th>Key Partners to Municipalities and Resources</th>
<th>Abbreviation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Academia</td>
<td></td>
</tr>
<tr>
<td>American Public Works Association</td>
<td>APWA</td>
</tr>
<tr>
<td>American Water Works Association</td>
<td>AWWA</td>
</tr>
<tr>
<td>Barrington Area Council of Governments</td>
<td>BACOG</td>
</tr>
<tr>
<td>Building owners</td>
<td></td>
</tr>
<tr>
<td>Building Resilient Infrastructure and Communities, Federal Emergency Management Agency</td>
<td>BRIC, FEMA</td>
</tr>
<tr>
<td>Businesses</td>
<td></td>
</tr>
<tr>
<td>Center for Neighborhood Technology</td>
<td>CNT</td>
</tr>
<tr>
<td>Chicago Metropolitan Agency for Planning</td>
<td>CMAP</td>
</tr>
<tr>
<td>Chicago Transit Authority</td>
<td>CTA</td>
</tr>
<tr>
<td>Chicago Wilderness</td>
<td></td>
</tr>
<tr>
<td>Clean energy industry</td>
<td></td>
</tr>
<tr>
<td>ComEd</td>
<td></td>
</tr>
<tr>
<td>Community Action Agencies</td>
<td>CAAs</td>
</tr>
<tr>
<td>Community organizations</td>
<td>CBOs</td>
</tr>
<tr>
<td>Community Rating System</td>
<td>CRS</td>
</tr>
<tr>
<td>Constituents</td>
<td></td>
</tr>
<tr>
<td>Councils of governments</td>
<td>COGs</td>
</tr>
<tr>
<td>Counties</td>
<td></td>
</tr>
<tr>
<td>Cultural venues</td>
<td></td>
</tr>
<tr>
<td>Developers</td>
<td></td>
</tr>
<tr>
<td>Disaster Resilience Scorecard for Cities</td>
<td>DRSC</td>
</tr>
<tr>
<td>Economic development organizations</td>
<td></td>
</tr>
<tr>
<td>Electric vehicle industry</td>
<td>EVSE</td>
</tr>
<tr>
<td>Emergency Management Agencies (federal, state, county)</td>
<td></td>
</tr>
<tr>
<td>Employers</td>
<td></td>
</tr>
<tr>
<td>Faith-based organizations</td>
<td>FBO</td>
</tr>
<tr>
<td>Federal Emergency Management Agency</td>
<td>FEMA</td>
</tr>
<tr>
<td>Federal government</td>
<td></td>
</tr>
<tr>
<td>Forest preserve districts</td>
<td></td>
</tr>
<tr>
<td>Freight industry</td>
<td></td>
</tr>
<tr>
<td>Great Lakes Integrated Sciences and Assessments</td>
<td>GLISA</td>
</tr>
<tr>
<td>Homeowner associations</td>
<td>HOA</td>
</tr>
<tr>
<td>Homeowners</td>
<td></td>
</tr>
<tr>
<td>Hospitals</td>
<td></td>
</tr>
<tr>
<td>Illinois Association of Floodplain &amp; Stormwater Managers</td>
<td>IAFSM</td>
</tr>
<tr>
<td>Illinois Energy Conservation Authority</td>
<td>IECA</td>
</tr>
<tr>
<td>Illinois Department of Natural Resources</td>
<td>IDNR</td>
</tr>
<tr>
<td>Illinois Department of Transportation</td>
<td>IDOT</td>
</tr>
<tr>
<td>Illinois Emergency Management Agency</td>
<td>IEMA</td>
</tr>
<tr>
<td>Illinois Environmental Protection Agency</td>
<td>IEPA</td>
</tr>
<tr>
<td>Illinois General Assembly</td>
<td>IGA</td>
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<tr>
<td>Illinois State Water Survey</td>
<td>ISWS</td>
</tr>
<tr>
<td>Illinois-Indiana Sea Grant</td>
<td>IISG</td>
</tr>
<tr>
<td>Institute for Sustainable Infrastructure</td>
<td>ISI</td>
</tr>
<tr>
<td>Institutions</td>
<td></td>
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<tr>
<td>International Code Council</td>
<td>ICC</td>
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<tr>
<td>Investors</td>
<td></td>
</tr>
<tr>
<td>Key Partners to Municipalities and Resources</td>
<td>Abbreviation</td>
</tr>
<tr>
<td>----------------------------------------------------------------------------------</td>
<td>--------------</td>
</tr>
<tr>
<td>Joint Water Action Water Agency</td>
<td>JAWA</td>
</tr>
<tr>
<td>Land trusts</td>
<td></td>
</tr>
<tr>
<td>Landfill operators</td>
<td></td>
</tr>
<tr>
<td>Local businesses</td>
<td></td>
</tr>
<tr>
<td>Metra</td>
<td></td>
</tr>
<tr>
<td>Metropolitan Mayors Caucus</td>
<td>MMC</td>
</tr>
<tr>
<td>Metropolitan Planning Council</td>
<td>MPC</td>
</tr>
<tr>
<td>Metropolitan Water Reclamation District</td>
<td>MWRD</td>
</tr>
<tr>
<td>Municipal Americans with Disabilities Act Coordinators</td>
<td>ADA</td>
</tr>
<tr>
<td>Mutual Aid Box Alarm System</td>
<td>MABAS</td>
</tr>
<tr>
<td>National Incident Management</td>
<td></td>
</tr>
<tr>
<td>National Oceanic Atmospheric Administration</td>
<td>NOAA</td>
</tr>
<tr>
<td>National Oceanic Atmospheric Administration, Steps to Resilience</td>
<td>NOAA</td>
</tr>
<tr>
<td>National Weather Service</td>
<td>NWS</td>
</tr>
<tr>
<td>Non-profits</td>
<td></td>
</tr>
<tr>
<td>Northwest Water Planning Alliance</td>
<td>NWPA</td>
</tr>
<tr>
<td>Other jurisdictions</td>
<td></td>
</tr>
<tr>
<td>Pace Suburban Bus</td>
<td>Pace</td>
</tr>
<tr>
<td>Park districts</td>
<td></td>
</tr>
<tr>
<td>Property owners</td>
<td></td>
</tr>
<tr>
<td>Public and private fleet operators</td>
<td></td>
</tr>
<tr>
<td>Public gardens</td>
<td></td>
</tr>
<tr>
<td>Public health agencies (state, county)</td>
<td></td>
</tr>
<tr>
<td>Publicly owned treatment works</td>
<td>POTW</td>
</tr>
<tr>
<td>Key Partners to Municipalities and Resources</td>
<td>Abbreviation</td>
</tr>
<tr>
<td>Ready.gov</td>
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</tr>
<tr>
<td>Regional Transportation Authority</td>
<td>RTA</td>
</tr>
<tr>
<td>Regulators</td>
<td></td>
</tr>
<tr>
<td>Respiratory Health Association</td>
<td>RHA</td>
</tr>
<tr>
<td>School districts</td>
<td></td>
</tr>
<tr>
<td>Soil and water conservation districts</td>
<td>SWCD</td>
</tr>
<tr>
<td>Solid waste agencies</td>
<td>SWA</td>
</tr>
<tr>
<td>State Climatologist</td>
<td></td>
</tr>
<tr>
<td>Stormwater agencies</td>
<td></td>
</tr>
<tr>
<td>Technology industry</td>
<td></td>
</tr>
<tr>
<td>Townships</td>
<td></td>
</tr>
<tr>
<td>Transportation agencies (county, township)</td>
<td></td>
</tr>
<tr>
<td>Universities</td>
<td></td>
</tr>
<tr>
<td>University of Illinois, BRACE</td>
<td>BRACE</td>
</tr>
<tr>
<td>U.S. Environmental Protection Agency</td>
<td>U.S. EPA</td>
</tr>
<tr>
<td>U.S. Environmental Protection Agency Water Quality Scorecard</td>
<td>U.S. EPA</td>
</tr>
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<td>U.S. Environmental Protection Agency Water Sense</td>
<td>U.S. EPA</td>
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<tr>
<td>U.S. Forest Service</td>
<td>USFS</td>
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<td>Utilities (gas and electric)</td>
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<tr>
<td>Vendors</td>
<td></td>
</tr>
<tr>
<td>Waste haulers</td>
<td></td>
</tr>
<tr>
<td>Waste industry</td>
<td></td>
</tr>
<tr>
<td>Water supply industry</td>
<td></td>
</tr>
<tr>
<td>Watershed organizations</td>
<td></td>
</tr>
</tbody>
</table>
## HAZARDS

<table>
<thead>
<tr>
<th>Climate Hazard</th>
<th>Probability</th>
<th>Consequence</th>
<th>Risk</th>
</tr>
</thead>
<tbody>
<tr>
<td>Extreme Heat</td>
<td>3</td>
<td>3</td>
<td>9</td>
</tr>
<tr>
<td>Drought</td>
<td>2</td>
<td>3</td>
<td>6</td>
</tr>
<tr>
<td>Severe Thunderstorms</td>
<td>2</td>
<td>2</td>
<td>4</td>
</tr>
<tr>
<td>Flooding</td>
<td>3</td>
<td>3</td>
<td>9</td>
</tr>
<tr>
<td>Severe Winter Weather</td>
<td>2</td>
<td>2</td>
<td>4</td>
</tr>
</tbody>
</table>

## ADAPTIVE CAPACITY

<table>
<thead>
<tr>
<th>Factor</th>
<th>Degree of Challenge</th>
</tr>
</thead>
<tbody>
<tr>
<td>Access to Basic Services</td>
<td>Moderate</td>
</tr>
<tr>
<td>Public Health</td>
<td>Moderate</td>
</tr>
<tr>
<td>Housing</td>
<td>Moderate</td>
</tr>
<tr>
<td>Inequality</td>
<td>High</td>
</tr>
<tr>
<td>Economic Health</td>
<td>Moderate</td>
</tr>
<tr>
<td>Government Capacity</td>
<td>High</td>
</tr>
<tr>
<td>Resource Availability</td>
<td>High</td>
</tr>
</tbody>
</table>
FLOODING

Determining Risk Level

PROBABILITY OF HAZARD
Determine the current probability (likelihood of occurrence) of the hazard based on the options provided (do not know, low, moderate, high).

<table>
<thead>
<tr>
<th>Probability</th>
<th>GCoM Options</th>
</tr>
</thead>
<tbody>
<tr>
<td>3</td>
<td>High</td>
</tr>
<tr>
<td>2</td>
<td>Moderate</td>
</tr>
<tr>
<td>1</td>
<td>Low</td>
</tr>
<tr>
<td>0</td>
<td>Do not know</td>
</tr>
</tbody>
</table>

- 3: Extremely likely that the hazard occurs (e.g., greater than 1 in 20 chance of occurrence)
- 2: Likely that the hazard occurs (e.g., between 1 in 20 and 1 in 200 chance of occurrence)
- 1: Unlikely that the hazard occurs (e.g., between 1 in 200 and 1 in 2,000 chance of occurrence)
- 0: Region has not experienced or observed climate hazards in the past or has no ways of accurately reporting this information based on evidence or data

CONSEQUENCE OF HAZARD
Determine the current consequence (outcome/impact/gravity) of the hazard based on the options provided (do not know, low, moderate, high).

<table>
<thead>
<tr>
<th>Consequence</th>
<th>GCoM Options</th>
</tr>
</thead>
<tbody>
<tr>
<td>3</td>
<td>High</td>
</tr>
<tr>
<td>2</td>
<td>Moderate</td>
</tr>
<tr>
<td>1</td>
<td>Low</td>
</tr>
<tr>
<td>0</td>
<td>Do not know</td>
</tr>
</tbody>
</table>

- 3: The hazard represents a high (or the highest) level of potential concern for your jurisdiction. When it occurs, the hazard results in (extremely) serious impacts to the jurisdiction and (catastrophic) interruptions to day-to-day life.
- 2: The hazard represents a moderate level of potential concern for your jurisdiction. When it occurs, the hazard results in impacts to your jurisdiction, but these are moderately significant to day-to-day life.
- 1: The hazard represents a lower (the lowest) level of potential concern for your jurisdiction. When it occurs, the hazard results in impacts to your jurisdiction, but these are deemed less significant (or insignificant) to day-to-day life.
- 0: City has not experienced or observed climate hazards in the past or has no ways of accurately reporting this information based on evidence or data.

RISK LEVEL
A hazard risk level is determined for current and future scenarios. Risk is determined based on the probability and consequence of a particular hazard. [Risk = Probability x Consequence]
Qualifying Impacts

PAST IMPACTS
Include a description of the impacts experienced in the past including loss of human lives, economic and non-economic losses, environmental and other impacts.

Flooding has led to major road, rail, and utility outages, sewer overflows, mold, damaged property, disruptions to freight traffic, and financial losses for local businesses [1].

Flooding in urban areas has resulted in $1.975 billion of documented damages in the CMAP region from 2007-2014 alone (85.2% of pay-outs in the entire state) [1].

FUTURE IMPACTS
Include a description of the impacts experienced in the past including loss of human lives, economic and non-economic losses, environmental and other impacts.

In areas along rivers and streams, floodplains would flood more frequently. Drainage systems in built-out parts of the region would often be overwhelmed, causing more basement backups and ponding in yards and parks, while impairing access on roads. By mid-century, federal and state governments, residents, businesses, and municipalities will likely be paying significantly more to address property damage and accidents caused by flooding and rain. Private insurers may also choose to exclude flood prone areas, particularly where stormwater infrastructure has not been upgraded, from coverage, leading to greater dependence on federal programs. [4]

Select the sectors, assets, or services that are currently most impacted by the hazard and those that will be most impacted in the future. A general assessment of the magnitude of impact for each sector, asset, or service must be included.

<table>
<thead>
<tr>
<th>Sectors, Assets, and Services</th>
<th>Magnitude of Future Impact</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Transport</td>
<td>High</td>
<td>Heavier rains are expected to increase scouring and deterioration of bridges [1]. Flooding and severe weather will likely impair surface transportation -- including cars, buses, trucks, and trains -- more frequently by causing congestion, road closures, and accidents, leading to time lost and increased costs due to repeated rerouting [4].</td>
</tr>
<tr>
<td>Water Supply and Sanitation</td>
<td>Moderate</td>
<td>More severe storms and flooding are likely to increase non-point source pollution [1]. Increased stormwater runoff may decrease the percent of the Lake Michigan allocation available for drinking water supplies.</td>
</tr>
<tr>
<td>Residential</td>
<td>Moderate</td>
<td>More frequent and more severe flooding may reduce property values in many areas, which in turn may reduce property tax revenues that support services in those areas.</td>
</tr>
<tr>
<td>Commercial</td>
<td>Moderate</td>
<td>Flooding and transportation or electricity outages can affect local business operations and employee commutes [1].</td>
</tr>
<tr>
<td>Environment, Biodiversity, and Forestry</td>
<td>Moderate</td>
<td>Ravine and slope degradation [5].</td>
</tr>
<tr>
<td>Public Health</td>
<td>Moderate</td>
<td>Flooded areas that remain stagnant may harbor insect growth and could result in vector-borne disease outbreaks and persistent moisture inside buildings due to flooding and seepage can lead to mold growth which decreases indoor air quality and compromises respiratory health [5]. Flooding-related disruptions to the transportation system may prevent some residents (especially those who are elderly, disabled, or have limited transportation options) from accessing health care providers.</td>
</tr>
</tbody>
</table>
[OPTIONAL] Determine the population groups in the region that are most vulnerable to the climate hazards and impacts. Vulnerable groups can be matched with each impacted sector or presented as a whole for each hazard.

<table>
<thead>
<tr>
<th>Vulnerable Groups</th>
<th>Marginalized Groups</th>
<th>Unemployed Persons</th>
<th>Persons in Sub-Standard Housing</th>
<th>Persons with Chronic Diseases</th>
<th>Other</th>
<th>Low-Income Households</th>
</tr>
</thead>
<tbody>
<tr>
<td>Women and Girls</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Children and Youth</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Elderly</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Indigenous Populations</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
EXTREME HEAT

Determining Risk Level

PROBABILITY OF HAZARD
Determine the current probability (likelihood of occurrence) of the hazard based on the options provided (do not know, low, moderate, high).

<table>
<thead>
<tr>
<th>Probability</th>
<th>GCoM Options</th>
</tr>
</thead>
<tbody>
<tr>
<td>3</td>
<td>High</td>
</tr>
<tr>
<td>2</td>
<td>Moderate</td>
</tr>
<tr>
<td>1</td>
<td>Low</td>
</tr>
<tr>
<td>0</td>
<td>Do not know</td>
</tr>
</tbody>
</table>

3 High: Extremely likely that the hazard occurs (e.g., greater than 1 in 20 chance of occurrence)
2 Moderate: Likely that the hazard occurs (e.g., between 1 in 20 and 1 in 200 chance of occurrence)
1 Low: Unlikely that the hazard occurs (e.g., between 1 in 200 and 1 in 2,000 chance of occurrence)
0 Do not know: Region has not experienced or observed climate hazards in the past or has no ways of accurately reporting this information based on evidence or data.

CONSEQUENCE OF HAZARD
Determine the current consequence (outcome/impact/gravity) of the hazard based on the options provided (do not know, low, moderate, high).

<table>
<thead>
<tr>
<th>Consequence</th>
<th>GCoM Options</th>
</tr>
</thead>
<tbody>
<tr>
<td>3</td>
<td>High</td>
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<tr>
<td>2</td>
<td>Moderate</td>
</tr>
<tr>
<td>1</td>
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<td>0</td>
<td>Do not know</td>
</tr>
</tbody>
</table>

3 High: The hazard represents a high (the highest) level of potential concern for your jurisdiction. When it occurs, the hazard results in (extremely) serious impacts to the jurisdiction and (catastrophic) interruptions to day-to-day life.
2 Moderate: The hazard represents a moderate level of potential concern for your jurisdiction. When it occurs, the hazard results in impacts to your jurisdiction, but these are moderately significant to day-to-day life.
1 Low: The hazard represents a lower (the lowest) level of potential concern for your jurisdiction. When it occurs, the hazard results in impacts to your jurisdiction, but these are deemed less significant (or insignificant) to day-to-day life.
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RISK LEVEL
A hazard risk level is determined for current and future scenarios. Risk is determined based on the probability and consequence of a particular hazard. [Risk = Probability x Consequence]

<table>
<thead>
<tr>
<th>Risk</th>
</tr>
</thead>
<tbody>
<tr>
<td>9</td>
</tr>
</tbody>
</table>
Qualifying Impacts

PAST IMPACTS

Include a description of the impacts experienced in the past including loss of human lives, economic and non-economic losses, environmental and other impacts.

Heat waves have caused illnesses, hospitalizations, and deaths in vulnerable communities [1]

The Chicago region experienced a historic heat wave in 1995 that led to 700 heat-related deaths, followed by another heat wave in 1999 with more than 100 deaths. The 1995 heat wave resulted in major reforms to Chicago’s emergency response programs: The city formed a Commission on Extreme Weather Conditions, developed a comprehensive Extreme Weather Operations Plan, and established better coordination among emergency responders call centers, and traffic management. [1]

FUTURE IMPACTS

Select the sectors, assets, or services that are currently most impacted by the hazard and those that will be most impacted in the future. A general assessment of the magnitude of impact for each sector, asset, or service must be included.

<table>
<thead>
<tr>
<th>Sectors, Assets, and Services</th>
<th>Magnitude of Future Impact</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Public Health</td>
<td>High</td>
<td>Air pollution, especially ozone, would get worse because of higher temperatures, aggravating chronic health conditions [4]</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Heat waves have caused illnesses, hospitalizations, and deaths in vulnerable communities [1]</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Additional heat-related deaths [1]</td>
</tr>
<tr>
<td>Society / Community and Culture</td>
<td>Moderate</td>
<td>Extreme heat may discourage outdoor activity during the summer months, weakening communal ties in residential areas</td>
</tr>
<tr>
<td>Environment, Biodiversity, and Forestry</td>
<td>High</td>
<td>Increased temperatures are expected to exacerbate the presence of invasive species and diseases that have affected the region’s forestry [1]</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Overnight low temperatures over 80F have the potential to have even more harmful effects on humans, livestock, and vegetation [3]</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Tree deterioration and fire risk [5]</td>
</tr>
<tr>
<td>Transport</td>
<td>Moderate</td>
<td>During the summer months, extreme heat could cause more pavement and railways to buckle, disrupting traffic and endangering commuters. [4]</td>
</tr>
<tr>
<td>Energy</td>
<td>Moderate</td>
<td>More extreme heat would also increase demand for energy, leading to more blackouts and brownouts as demand surpasses capacity [4]</td>
</tr>
<tr>
<td>Emergency Services</td>
<td>Moderate</td>
<td>Strain on emergency services [5]</td>
</tr>
<tr>
<td>Food and Agriculture</td>
<td>Moderate</td>
<td>Higher average temperatures throughout the wider Midwest region may lead to declines in the productivity of commercial crops and contribute to invasive species growth and pollinator declines that impact overall agricultural productivity. Projected higher temperatures by the end of the century are likely to cause negative impacts to livestock and breeding operations. This may lead to reduced milk and egg production. [6]</td>
</tr>
</tbody>
</table>
**VULNERABLE GROUPS**

[OPTIONAL] Determine the population groups in the region that are most vulnerable to the climate hazards and impacts. Vulnerable groups can be matched with each impacted sector or presented as a whole for each hazard.

<table>
<thead>
<tr>
<th>Vulnerable Groups</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Women and Girls</td>
<td>Persons with Chronic Diseases</td>
</tr>
<tr>
<td>Children and Youth</td>
<td>Low-Income Households</td>
</tr>
<tr>
<td>Elderly</td>
<td>Unemployed Persons</td>
</tr>
<tr>
<td>Indigenous Populations</td>
<td>Persons in Sub-Standard Housing</td>
</tr>
<tr>
<td>Marginalized Groups</td>
<td>Other</td>
</tr>
<tr>
<td>Persons with Disabilities</td>
<td></td>
</tr>
</tbody>
</table>

Elderly population; people of color; limited English proficiency; family income below poverty level; no health insurance coverage; people without air conditioning; people with chronic diseases [1]

People living in lands with high- and medium-intensity developments (defined as having greater than 50% impervious surfaces) are 5-6°F hotter than the regional average [1]

<table>
<thead>
<tr>
<th>Heat Vulnerability</th>
<th>Regional Population</th>
<th>Top 10 Percent Hottest Census Tracts Based on Land Surface Temperature</th>
</tr>
</thead>
<tbody>
<tr>
<td>Socioeconomic Characteristic</td>
<td>Count</td>
<td>Percent</td>
</tr>
<tr>
<td>Total Population</td>
<td>8,459,768</td>
<td>100%</td>
</tr>
<tr>
<td>Elderly Population (over 65 years)</td>
<td>1,013,640</td>
<td>12.0%</td>
</tr>
<tr>
<td>People of Color</td>
<td>4,030,135</td>
<td>47.6%</td>
</tr>
<tr>
<td>Limited English Proficiency</td>
<td>1,029,670</td>
<td>12.2%</td>
</tr>
<tr>
<td>Family Income below Poverty Level</td>
<td>1,160,842</td>
<td>13.7%</td>
</tr>
<tr>
<td>No Health Insurance Coverage</td>
<td>1,146,328</td>
<td>13.6%</td>
</tr>
</tbody>
</table>

DROUGHT

Determining Risk Level

PROBABILITY OF HAZARD
Determine the current probability (likelihood of occurrence) of the hazard based on the options provided (do not know, low, moderate, high).

<table>
<thead>
<tr>
<th>Probability</th>
<th>GCoM Options</th>
</tr>
</thead>
<tbody>
<tr>
<td>3</td>
<td>High</td>
</tr>
<tr>
<td></td>
<td>Extremely likely that the hazard occurs (e.g., greater than 1 in 20 chance of occurrence)</td>
</tr>
<tr>
<td>2</td>
<td>Moderate</td>
</tr>
<tr>
<td></td>
<td>Likely that the hazard occurs (e.g., between 1 in 20 and 1 in 200 chance of occurrence)</td>
</tr>
<tr>
<td>1</td>
<td>Low</td>
</tr>
<tr>
<td></td>
<td>Unlikely that the hazard occurs (e.g., between 1 in 200 and 1 in 2,000 chance of occurrence)</td>
</tr>
<tr>
<td>0</td>
<td>Do not know</td>
</tr>
<tr>
<td></td>
<td>Region has not experienced or observed climate hazards in the past or has no ways of accurately reporting this information based on evidence or data</td>
</tr>
</tbody>
</table>

CONSEQUENCE OF HAZARD
Determine the current consequence (outcome/impact/gravity) of the hazard based on the options provided (do not know, low, moderate, high).

<table>
<thead>
<tr>
<th>Consequence</th>
<th>GCoM Options</th>
</tr>
</thead>
<tbody>
<tr>
<td>3</td>
<td>High</td>
</tr>
<tr>
<td></td>
<td>The hazard represents a high (the highest) level of potential concern for your jurisdiction. When it occurs, the hazard results in (extremely) serious impacts to the jurisdiction and (catastrophic) interruptions to day-to-day life.</td>
</tr>
<tr>
<td>2</td>
<td>Moderate</td>
</tr>
<tr>
<td></td>
<td>The hazard represents a moderate level of potential concern for your jurisdiction. When it occurs, the hazard results in impacts to your jurisdiction, but these are moderately significant to day-to-day life.</td>
</tr>
<tr>
<td>1</td>
<td>Low</td>
</tr>
<tr>
<td></td>
<td>The hazard represents a lower (the lowest) level of potential concern for your jurisdiction. When it occurs, the hazard results in impacts to your jurisdiction, but these are deemed less significant (or insignificant) to day-to-day life.</td>
</tr>
<tr>
<td>0</td>
<td>Do not know</td>
</tr>
<tr>
<td></td>
<td>City has not experienced or observed climate hazards in the past or has no ways of accurately reporting this information based on evidence or data.</td>
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</tbody>
</table>

RISK LEVEL
A hazard risk level is determined for current and future scenarios. Risk is determined based on the probability and consequence of a particular hazard. \[\text{Risk} = \text{Probability} \times \text{Consequence}\]

| Risk | 6 |
Qualifying Impacts

PAST IMPACTS
Include a description of the impacts experienced in the past including loss of human lives, economic and non-economic losses, environmental and other impacts.

Drought has had significant adverse effects on the region’s agricultural sector and natural areas [1]

FUTURE IMPACTS
Include a description of the impacts experienced in the past including loss of human lives, economic and non-economic losses, environmental and other impacts.

The aquifer that provides water for many parts of northwest Will County and the eastern portion of Kane County could be completely depleted in 2050 -- and aquifers that supply water to areas in Kane County, southeast Kendall County, and northern Kendall County could be at least partially desaturated.20 With limited access to Lake Michigan for drinking water, 21 communities who are dependent upon already stressed groundwater supplies could face growing water supply issues during periods of drought. Municipalities may need to switch water sources and build new wells and treatment plants, which could increase the costs of water. Furthermore, because groundwater feeds into multiple water bodies, withdrawals from shallow aquifers would also negatively impact the ecosystems of streams, lakes, wetlands, and Lake Michigan. [4]

Select the sectors, assets, or services that are currently most impacted by the hazard and those that will be most impacted in the future. A general assessment of the magnitude of impact for each sector, asset, or service must be included.

<table>
<thead>
<tr>
<th>Sectors, Assets, and Services</th>
<th>Magnitude of Future Impact</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Water Supply and Sanitation</td>
<td>Moderate</td>
<td>Water demand from all sectors is expected to increase by up to 12% under a high-emissions scenario [1]. Drought conditions may reduce shallow aquifer recharge, placing considerable strain on residential and commercial water supplies. Reduced river flow, paired with high temperatures, may increase the rate of algae growth in rivers used for water supply and recreation.</td>
</tr>
<tr>
<td>Food and Agriculture</td>
<td>Moderate</td>
<td>Irrigation for agriculture is projected to see the largest relative increase in water demand compared to any other water use [1]</td>
</tr>
<tr>
<td>Environment, Biodiversity, and Forestry</td>
<td>Moderate</td>
<td>An increase in projected summertime droughts will lead to ecosystem stress and habitat loss [1]</td>
</tr>
</tbody>
</table>

VULNERABLE GROUPS
[OPTIONAL] Determine the population groups in the region that are most vulnerable to the climate hazards and impacts. Vulnerable groups can be matched with each impacted sector or presented as a whole for each hazard.

<table>
<thead>
<tr>
<th>Vulnerable Groups</th>
<th>Marginalized Groups</th>
<th>Unemployed Persons</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Women and Girls</td>
<td>Marginalized Groups</td>
<td>Unemployed Persons</td>
<td>Communities who are dependent upon already stressed groundwater supplies [4]</td>
</tr>
<tr>
<td>Children and Youth</td>
<td>Persons with Disabilities</td>
<td>Persons in Sub-Standard Housing</td>
<td></td>
</tr>
<tr>
<td>Elderly</td>
<td>Persons with Chronic Diseases</td>
<td>Other</td>
<td></td>
</tr>
<tr>
<td>Indigenous Populations</td>
<td>Low-Income Households</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
SEVERE THUNDERSTORMS

Determining Risk Level

PROBABILITY OF HAZARD
Determine the current probability (likelihood of occurrence) of the hazard based on the options provided (do not know, low, moderate, high).

<table>
<thead>
<tr>
<th>Probability</th>
<th>GCoM Options</th>
</tr>
</thead>
<tbody>
<tr>
<td>3</td>
<td>High</td>
</tr>
<tr>
<td>2</td>
<td>Moderate</td>
</tr>
<tr>
<td>1</td>
<td>Low</td>
</tr>
<tr>
<td>0</td>
<td>Do not know</td>
</tr>
</tbody>
</table>

CONSEQUENCE OF HAZARD
Determine the current consequence (outcome/impact/gravity) of the hazard based on the options provided (do not know, low, moderate, high).

<table>
<thead>
<tr>
<th>Consequence</th>
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<tbody>
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<td>Low</td>
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<td>0</td>
<td>Do not know</td>
</tr>
</tbody>
</table>

RISK LEVEL
A hazard risk level is determined for current and future scenarios. Risk is determined based on the probability and consequence of a particular hazard. \([\text{Risk} = \text{Probability} \times \text{Consequence}]\)

| Risk | 4 |
Qualifying Impacts

**INTENSITY**
How strong the hazard is

<table>
<thead>
<tr>
<th>Change in Intensity</th>
<th>Increase</th>
<th>Decrease</th>
<th>No change</th>
<th>Not known</th>
</tr>
</thead>
</table>

**FREQUENCY**
How often the hazard occurs in the region

<table>
<thead>
<tr>
<th>Change in Frequency</th>
<th>Increase</th>
<th>Decrease</th>
<th>No change</th>
<th>Not known</th>
</tr>
</thead>
</table>

**TIMESCALE**
How often the hazard occurs in the region

<table>
<thead>
<tr>
<th>Change in Frequency</th>
<th>Immediately</th>
<th>Short Term (by 2025)</th>
<th>Medium Term (by 2050)</th>
<th>Long Term (after 2050)</th>
<th>Not known</th>
</tr>
</thead>
</table>

**FUTURE IMPACTS**
Select the sectors, assets, or services that are currently most impacted by the hazard and those that will be most impacted in the future. A general assessment of the magnitude of impact for each sector, asset, or service must be included.

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<thead>
<tr>
<th>Sectors, Assets, and Services</th>
<th>Magnitude of Future Impact</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Public Health</td>
<td>Low</td>
<td>More frequent and intense storms would also increase the risk of accidents, particularly on roads. [4] Though rare, personal injuries due to extreme wind, tornadoes, and lightning strikes do occur in the Chicago region.</td>
</tr>
<tr>
<td>Energy</td>
<td>Moderate</td>
<td>Severe thunderstorms, ice storms, and strong winds could damage overhead power lines, and cause power outages that disrupt business productivity and threaten public safety. [4]</td>
</tr>
</tbody>
</table>

**VULNERABLE GROUPS**
[OPTIONAL] Determine the population groups in the region that are most vulnerable to the climate hazards and impacts. Vulnerable groups can be matched with each impacted sector or presented as a whole for each hazard.

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<td>Persons with Disabilities</td>
<td>Persons in Sub-Standard Housing</td>
</tr>
<tr>
<td>Elderly</td>
<td>Persons with Chronic Diseases</td>
<td>Other</td>
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<tr>
<td>Indigenous Populations</td>
<td>Low-Income Households</td>
<td></td>
</tr>
</tbody>
</table>
SEVERE WINTER WEATHER

Determining Risk Level

PROBABILITY OF HAZARD

Determine the current probability (likelihood of occurrence) of the hazard based on the options provided (do not know, low, moderate, high).

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<thead>
<tr>
<th>Probability</th>
<th>GCoM Options</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>3</td>
<td>High</td>
<td>Extremely likely that the hazard occurs (e.g., greater than 1 in 20 chance of occurrence)</td>
</tr>
<tr>
<td>2</td>
<td>Moderate</td>
<td>Likely that the hazard occurs (e.g., between 1 in 20 and 1 in 200 chance of occurrence)</td>
</tr>
<tr>
<td>1</td>
<td>Low</td>
<td>Unlikely that the hazard occurs (e.g., between 1 in 200 and 1 in 2,000 chance of occurrence)</td>
</tr>
<tr>
<td>0</td>
<td>Do not know</td>
<td>Region has not experienced or observed climate hazards in the past or has no ways of accurately reporting this information based on evidence or data</td>
</tr>
</tbody>
</table>

CONSEQUENCE OF HAZARD

Determine the current consequence (outcome/impact/ gravity) of the hazard based on the options provided (do not know, low, moderate, high).

<table>
<thead>
<tr>
<th>Consequence</th>
<th>GCoM Options</th>
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</tr>
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<tbody>
<tr>
<td>3</td>
<td>High</td>
<td>The hazard represents a high (or the highest) level of potential concern for your jurisdiction. When it occurs, the hazard results in (extremely) serious impacts to the jurisdiction and (catastrophic) interruptions to day-to-day life.</td>
</tr>
<tr>
<td>2</td>
<td>Moderate</td>
<td>The hazard represents a moderate level of potential concern for your jurisdiction. When it occurs, the hazard results in impacts to your jurisdiction, but these are moderately significant to day-to-day life.</td>
</tr>
<tr>
<td>1</td>
<td>Low</td>
<td>The hazard represents a lower (the lowest) level of potential concern for your jurisdiction. When it occurs, the hazard results in impacts to your jurisdiction, but these are deemed less significant (or insignificant) to day-to-day life.</td>
</tr>
<tr>
<td>0</td>
<td>Do not know</td>
<td>City has not experienced or observed climate hazards in the past or has no ways of accurately reporting this information based on evidence or data</td>
</tr>
</tbody>
</table>

RISK LEVEL

A hazard risk level is determined for current and future scenarios. Risk is determined based on the probability and consequence of a particular hazard. [Risk = Probability x Consequence]
Qualifying Impacts

PAST IMPACTS
Include a description of the impacts experienced in the past including loss of human lives, economic and non-economic losses, environmental and other impacts.

Blizzards, extreme low temperatures, freezing rain, freeze-thaw.

INTENSITY
How strong the hazard is

<table>
<thead>
<tr>
<th>Change in Intensity</th>
<th>Increase</th>
<th>Decrease</th>
<th>No change</th>
<th>Not known</th>
</tr>
</thead>
</table>

FREQUENCY
How often the hazard occurs in the region

<table>
<thead>
<tr>
<th>Change in Frequency</th>
<th>Increase</th>
<th>Decrease</th>
<th>No change</th>
<th>Not known</th>
</tr>
</thead>
</table>

TIMESCALE
How often the hazard occurs in the region

<table>
<thead>
<tr>
<th>Change in Frequency</th>
<th>Immediately</th>
<th>Short Term (by 2025)</th>
<th>Medium Term (by 2050)</th>
<th>Long Term (after 2050)</th>
<th>Not known</th>
</tr>
</thead>
</table>

FUTURE IMPACTS
Select the sectors, assets, or services that are currently most impacted by the hazard and those that will be most impacted in the future. A general assessment of the magnitude of impact for each sector, asset, or service must be included.

<table>
<thead>
<tr>
<th>Sectors, Assets, and Services</th>
<th>Magnitude of Future Impact</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Transport</td>
<td>Moderate</td>
<td>These winter temperature patterns may lead to more freeze-thaw events, which lead to wear and tear on the built environment [1]. More frequent incidents of freezing rain may reduce road safety and increase maintenance costs (salt, sand, etc.).</td>
</tr>
<tr>
<td>Energy</td>
<td>Low</td>
<td>More frequent freeze-thaw cycles would increase the risk of water pipes bursting [4]. Severe thunderstorms, ice storms, and strong winds could damage overhead power lines, and cause power outages that disrupt business productivity and threaten public safety. [4]. Extreme low temperature events (polar vortex events) may place</td>
</tr>
<tr>
<td>Water Supply and Sanitation</td>
<td>Moderate</td>
<td>Water supply service interruptions due to increased cold and the extreme freeze/thaw cycle is leading to increased applications of salt during the winter to combat more frequent ice buildup on roadways. The snow melt runoff, contaminated with this higher level of salt, will eventually reach the lake where it may have negative impacts on the ecosystem [5].</td>
</tr>
<tr>
<td>Public Health</td>
<td>Moderate</td>
<td>More frequent and intense storms would also increase the risk of accidents, particularly on roads. [4].</td>
</tr>
<tr>
<td>Environment, Biodiversity, and Forestry</td>
<td>Moderate</td>
<td>Increased salt use during freezing rain events may impact regional ecosystems. Freezing rain may also damage forest ecosystems.</td>
</tr>
</tbody>
</table>
**VULNERABLE GROUPS**

[OPTIONAL] Determine the population groups in the region that are most vulnerable to the climate hazards and impacts. Vulnerable groups can be matched with each impacted sector or presented as a whole for each hazard.

<table>
<thead>
<tr>
<th>Vulnerable Groups</th>
<th>Degree of Challenge</th>
</tr>
</thead>
<tbody>
<tr>
<td>Women and Girls</td>
<td></td>
</tr>
<tr>
<td>Marginalized Groups</td>
<td></td>
</tr>
<tr>
<td>Unemployed Persons</td>
<td></td>
</tr>
<tr>
<td>Children and Youth</td>
<td></td>
</tr>
<tr>
<td>Persons with Disabilities</td>
<td></td>
</tr>
<tr>
<td>Persons in Sub-Standard Housing</td>
<td></td>
</tr>
<tr>
<td>Elderly</td>
<td></td>
</tr>
<tr>
<td>Persons with Chronic Diseases</td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
</tr>
<tr>
<td>Indigenous Populations</td>
<td></td>
</tr>
<tr>
<td>Low-Income Households</td>
<td></td>
</tr>
</tbody>
</table>

**ADAPTIVE CAPACITY**

Determining Adaptive Capacity of the Region

**ADAPTIVE CAPACITY**

Determine the degree in which the region is able to adapt to climate change. Select factors that will affect the region’s adaptive capacity and influence climate resilience efforts by hindering the climate change adaptation actions within the regional jurisdiction.

<table>
<thead>
<tr>
<th>Factor</th>
<th>Effect on Adaptive Capacity</th>
<th>Degree of Challenge</th>
</tr>
</thead>
<tbody>
<tr>
<td>Access to Basic Services</td>
<td>Transportation and power disruptions [1]</td>
<td>Moderate</td>
</tr>
<tr>
<td>Public Health</td>
<td>Heat waves have led to heat-related illnesses and mortality. Elderly residents, people with chronic diseases, and people without access to air conditioning are particularly susceptible to heat waves [1]</td>
<td>Moderate</td>
</tr>
<tr>
<td>Housing</td>
<td>Widespread and chronic flooding has damaged homes (sometimes irreparably), causing evacuations and significant costs [1]</td>
<td>Moderate</td>
</tr>
<tr>
<td>Inequality</td>
<td>With fewer financial resources, lower income residents would be less able to afford housing in areas that are less exposed to the urban heat island effect [4]</td>
<td>High</td>
</tr>
<tr>
<td>Economic Health</td>
<td>Slow rate of growth, declining sales and manufacturing production [1]</td>
<td>Moderate</td>
</tr>
<tr>
<td>Government Capacity</td>
<td>Some issues are for the private sector or other levels of government to address. In some cases, the range of solutions available to municipalities is shaped by policies at other levels of government [2]</td>
<td>High</td>
</tr>
<tr>
<td>Resource Availability</td>
<td>The aquifer that provides water for many parts of northwest Will County and the eastern portion of Kane County could be completely depleted in 2050 [4]. More frequent droughts and drought-like conditions may decrease shallow aquifer recharge and reduce water levels in reservoirs used for water supply.</td>
<td>High</td>
</tr>
</tbody>
</table>
SOURCES

1  CMAP Climate Resilience Strategy
2  CMAP Climate Adaptation Toolkit
3  CMAP Climate Adaptation Toolkit (Appendix A: Primary Impacts of Climate Change in the Chicago Region)
4  CMAP Changed Climate Memo
5  City of Highland Park Climate Hazard Assessment
6  Guidebook, Using Climate Information in Local Planning
SUBJECT: Elmwood Avenue Traffic Calming Project

MEETING DATE: September 28, 2021

FROM: Brigitte Berger-Raish, P.E., Director of Engineering & Public Works
Dan Manis, P.E., Village Engineer
Dan Smith, P.E., Project Engineer

BUDGET IMPACT: Available Budget: $18,400
Contract Amount: $25,058
Over/(Under) Budget: $6,658

Recommended Motion

Move to waive the competitive bid process and adoption of Resolution 2021-R-59 authorizing the Village Manager to execute a no-bid contract in the amount not-to-exceed $25,058 with Schroeder & Schroeder, Inc., Skokie, IL, for the Elmwood Avenue Traffic Calming Project.

Background

In 2019, the Transportation Commission conducted a review of streets eligible for traffic calming and recommended additional study of the Kenilworth Gardens neighborhood. The study showed that two blocks of Elmwood Avenue between Ridge Road and Hunter Road had traffic volumes and speeds higher than the thresholds outlined in the Village’s Traffic Calming Policy. Proposed traffic calming interventions were presented to the Transportation Commission in February 2021, the Commission recommended four (4) speed humps be installed and directed Staff to survey residents on the block per the policy.

On Elmwood Avenue between Hunter Road and Ridge Road, there are a total of 52 resident stakeholders, and a 60% approval (32 stakeholders in favor) was needed to proceed with the traffic calming initiative. In July, the survey passed with a 64% approval rate from the resident stakeholders on the block.

<table>
<thead>
<tr>
<th>Elmwood Avenue Traffic Calming Survey Results</th>
<th>Votes</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>In-favor/Yes</td>
<td>33</td>
<td>64</td>
</tr>
<tr>
<td>Not in-favor/No</td>
<td>8</td>
<td>15</td>
</tr>
<tr>
<td>No Response</td>
<td>11</td>
<td>21</td>
</tr>
</tbody>
</table>
Discussion

Since Elmwood Avenue is a concrete street, the proposed speed humps have been designed to be constructed of concrete. Given the relatively small size and scope of this project, engineering staff requested pricing from the two concrete contractors currently working in the Village. These contractors are currently mobilized within the Village and could construct the speed humps in conjunction with other scheduled work to provide the most economical pricing.

A summary of pricing is included in attachment 1, with Schroeder & Schroeder providing the lowest proposed price for construction of the four (4) speed humps. Schroeder & Schroeder has performed well for the Village during the past several years, including the sidewalk and curb replacement programs since 2015, the alley program in 2014, 2016, 2018, and 2020 and the brick renovation project in 2017. For these reasons, the Engineering and Public Work Department recommends awarding the Elmwood Avenue Traffic Calming Project to Schroeder & Schroeder.

The Elmwood Avenue Traffic Calming Project will be completed in October 2021.

Budget Impact

The Elmwood Avenue Traffic Calming Project will be allocated to the below account in the General Fund. The traffic calming program is over budget by $6,658 due to the expenses incurred to complete the Kenilworth Gardens Traffic Study in early 2021.

<table>
<thead>
<tr>
<th>Description</th>
<th>2021 Budget</th>
<th>2021 YTD Balance</th>
<th>Contract Amount</th>
<th>Account Balance</th>
<th>Account Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Fund – Traffic Calming Program</td>
<td>$25,000</td>
<td>$18,400</td>
<td>$25,058</td>
<td>($6,658)</td>
<td>11202035-425245</td>
</tr>
</tbody>
</table>

Documents Attached

1. Resolution #2021-R-59 – Elmwood Avenue Speed Hump Construction (Contract attached as Exhibit A)
2. Tabulation of Pricing
3. CIP Page for Traffic Calming
RESOLUTION NO. 2021-R-59

A RESOLUTION APPROVING A CONTRACT FOR ELMWOOD AVENUE SPEED HUMP CONSTRUCTION BETWEEN THE VILLAGE OF WILMETTE AND SCHROEDER & SCHROEDER, INC.

WHEREAS, the Village President and Board of Trustees of the Village of Wilmette, Cook County, Illinois (“Wilmette”), find that Wilmette is a home rule municipal corporation as provided in Article VII, Section 6 of the 1970 Constitution of the State of Illinois and, pursuant to said constitutional authority, may exercise any power and perform any function pertaining to its government and affairs for the protection of the public health, safety, morals and welfare; and

WHEREAS, the Village Board finds that it is necessary, convenient and in the best interests of the residents of the Village of Wilmette to enter into a Contract for the construction of a speed hump on Elmwood Avenue by and between the Village of Wilmette and Schroeder & Schroeder, Inc.; a copy of which is attached hereto as Exhibit A;

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Wilmette as follows:

SECTION ONE: The above recitals are incorporated into this section one as if fully set forth.

SECTION TWO: The Contract for the construction of a speed hump on Elmwood Avenue attached as Exhibit A is hereby approved.

SECTION THREE: The Village Manager is authorized to execute the Contract. Prior to executing the Contract, the Village Manager is authorized to make changes to the form of the Contract at his discretion.

SECTION FOUR: The Village Manager is authorized to take any action necessary to carry out the purpose of this Resolution and this Resolution shall be in full force and effect from
and after its passage.

**SECTION FIVE:** This Resolution shall be in full force and effect from and after its passage.

**ADOPTED** on **September 28, 2021,** pursuant to the following roll call vote:

**AYES:** None.

**NAYS:** None.

**ABSTAIN:** None.

**ABSENT:** None.

____________________________________
Village Clerk

Approved on **September 28, 2021.**

____________________________________
Village President

Attest:

____________________________________
Village Clerk
EXHIBIT A

CONTRACT FOR ELMWOOD AVENUE SPEED HUMP CONSTRUCTION
<table>
<thead>
<tr>
<th>NO.</th>
<th>ITEMS</th>
<th>UNIT</th>
<th>BASE BID OPTION ONE QUANTITIES</th>
<th>Engineers Estimate</th>
<th>Schroeder &amp; Schroeder</th>
<th>Alamp</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Base Bid 1 Unit Price</td>
<td>Base Bid 1 Total</td>
<td>Base Bid 1 Unit Price</td>
<td>Base Bid 1 Total</td>
</tr>
<tr>
<td>1</td>
<td>Pavement Removal</td>
<td>SQ YD</td>
<td>67 $ 60.00</td>
<td>$ 4,020.00</td>
<td>$ 25.00</td>
<td>$ 1,675.00</td>
</tr>
<tr>
<td>2</td>
<td>Speed Hump</td>
<td>EACH</td>
<td>2 $ 3,500.00</td>
<td>$ 7,000.00</td>
<td>$ 2,500.00</td>
<td>$ 5,000.00</td>
</tr>
<tr>
<td>3</td>
<td>Concrete Curb R&amp;R</td>
<td>FOOT</td>
<td>48 $ 26.00</td>
<td>$ 1,248.00</td>
<td>$ 37.00</td>
<td>$ 1,776.00</td>
</tr>
<tr>
<td>4</td>
<td>Pavement Marking (Epoxy)</td>
<td>EACH</td>
<td>2 $ 2,500.00</td>
<td>$ 5,000.00</td>
<td>$ 2,250.00</td>
<td>$ 4,500.00</td>
</tr>
<tr>
<td>5</td>
<td>Sodding</td>
<td>SQ YD</td>
<td>13 $ 10.00</td>
<td>$ 130.00</td>
<td>$ 35.00</td>
<td>$ 455.00</td>
</tr>
<tr>
<td>6</td>
<td>Traffic Control &amp; Protection</td>
<td>L SUM</td>
<td>1 $ 2,000.00</td>
<td>$ 2,000.00</td>
<td>$ 1,975.00</td>
<td>$ 1,975.00</td>
</tr>
</tbody>
</table>

Calculated: $ 19,398.00 $ 15,381.00 $ 21,714.00

As Read: $ 19,398.00 $ 15,371.00 $ 21,714.00

<table>
<thead>
<tr>
<th>NO.</th>
<th>ITEMS</th>
<th>UNIT</th>
<th>BASE BID OPTION TWO QUANTITIES</th>
<th>Engineers Estimate</th>
<th>Schroeder &amp; Schroeder</th>
<th>Alamp</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Base Bid 2 Unit Price</td>
<td>Base Bid 2 Total</td>
<td>Base Bid 2 Unit Price</td>
<td>Base Bid 2 Total</td>
</tr>
<tr>
<td>1</td>
<td>Pavement Removal</td>
<td>SQ YD</td>
<td>133 $ 60.00</td>
<td>$ 7,980.00</td>
<td>$ 25.00</td>
<td>$ 3,325.00</td>
</tr>
<tr>
<td>2</td>
<td>Speed Hump</td>
<td>EACH</td>
<td>4 $ 3,500.00</td>
<td>$ 14,000.00</td>
<td>$ 2,500.00</td>
<td>$ 10,000.00</td>
</tr>
<tr>
<td>3</td>
<td>Concrete Curb R&amp;R</td>
<td>FOOT</td>
<td>84 $ 26.00</td>
<td>$ 2,184.00</td>
<td>$ 37.00</td>
<td>$ 3,108.00</td>
</tr>
<tr>
<td>4</td>
<td>Pavement Marking (Epoxy)</td>
<td>EACH</td>
<td>4 $ 2,500.00</td>
<td>$ 10,000.00</td>
<td>$ 1,250.00</td>
<td>$ 5,000.00</td>
</tr>
<tr>
<td>5</td>
<td>Sodding</td>
<td>SQ YD</td>
<td>25 $ 10.00</td>
<td>$ 250.00</td>
<td>$ 35.00</td>
<td>$ 875.00</td>
</tr>
<tr>
<td>6</td>
<td>Traffic Control &amp; Protection</td>
<td>L SUM</td>
<td>1 $ 3,000.00</td>
<td>$ 3,000.00</td>
<td>$ 2,750.00</td>
<td>$ 2,750.00</td>
</tr>
</tbody>
</table>

Calculated: $ 37,414.00 $ 25,058.00 $ 37,180.00

As Read: $ 37,414.00 $ 25,063.00 $ 37,180.00
Traffic Calming

Budget Projection

<table>
<thead>
<tr>
<th>Funding Source</th>
<th>2021</th>
<th>2022</th>
<th>2023</th>
<th>2024</th>
<th>2025</th>
<th>Total</th>
<th>2026-2030</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Fund</td>
<td>25,000</td>
<td>25,000</td>
<td>25,000</td>
<td>25,000</td>
<td>25,000</td>
<td>$125,000</td>
<td>100,000</td>
</tr>
</tbody>
</table>

Project Status

<table>
<thead>
<tr>
<th></th>
<th>Critical</th>
<th>Recommended</th>
<th>Contingent</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>X</td>
</tr>
</tbody>
</table>

Funding History

<table>
<thead>
<tr>
<th>Year</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2020</td>
<td>$25,000</td>
</tr>
<tr>
<td>2019</td>
<td>$30,000</td>
</tr>
<tr>
<td>2010</td>
<td>$20,000</td>
</tr>
<tr>
<td>2008</td>
<td>$10,000</td>
</tr>
<tr>
<td>2007</td>
<td>$20,000</td>
</tr>
</tbody>
</table>

Project Description and Justification

This program is for the design and installation of traffic calming measures on various Village streets. Speed bumps are generally scheduled to be installed in conjunction with street projects. The Transportation Commission developed a traffic calming policy and procedure in 2000. Since that time, there have since been many traffic calming projects, including Manor Drive, Locust Road, Thornwood Avenue, Kenilworth Avenue, and the 1400 blocks of Forest and Elmwood Avenues. In 2019, traffic calming funds were used to purchase portable speed radar signs, which are being used as a temporary traffic calming measure on various Village streets. All of these traffic calming projects have been effective in reducing speeds and cut-through traffic.

Speed Radar Sign
The Transportation Commission will focus on Kenilworth Gardens as the next traffic calming area, specifically the 1900-2200 blocks of Elmwood, Greenwood and Thornwood. The 2020 traffic calming budget was used to hire a traffic consultant to perform a neighborhood study and calming plan for Kenilworth Gardens subdivision. Kenilworth Gardens was selected as a priority neighborhood by the Transportation Commission in 2019.

**Project Update**

$25,000 has been added to 2025.

**Project Alternative**

The alternative would be to not fund traffic calming resulting in requests for more speed enforcement.

**Budget Impact**

*This is a Recurring Expense*

There are no additional costs associated with this project

<table>
<thead>
<tr>
<th>Account Description</th>
<th>General Fund</th>
</tr>
</thead>
<tbody>
<tr>
<td>Account Number</td>
<td>11202035-425245</td>
</tr>
</tbody>
</table>
REQUEST FOR BOARD ACTION

AGENDA ITEM: 3.22

Water Management Department

SUBJECT: Contract Amendment for Water Plant Electrical Improvements Project

MEETING DATE: September 28, 2021

FROM: Nabil Quafisheh, Director of Water Management

BUDGET IMPACT:
- Original Contract Value $7,343,511.00
- Change Orders 1 and 2 $152,850.84
- Change Order 3 $75,740.01
- **Total Contract Value** $7,572,101.85
- Over/ (Under) Contract $228,590.85

Recommended Motion

Move to approve Resolution 2021-R-60 authorizing the Village Manager to execute a contract amendment in the amount of $75,740.01 with IHC Construction Companies LLC, Elgin, IL, for the Water Plant Electrical Improvements Project, Illinois Environmental Protection Agency (IEPA) Revolving Loan Fund Project Number L173763.

Background

On April 10, 2018, the Village Board approved a $7,343,511 contract with IHC for the electrical improvements at the water plant. The project consists of replacing critical electrical infrastructure of the water treatment plant that includes the following:

- Replacement of the main switchgear, Motor Control Centers (MCC): MCC-A1, MCC-A2 and MCC-A3
- Replacement and relocation of MCC-B and MCC-C from the 1956 building to the newly constructed electrical room
- Replacement of the two backup generators
- Construction of a new building to house the new generators.
- Construction of a small addition to the existing building to accommodate the rearrangement of the electrical room, the installation of new electrical equipment and administrative offices.
- Installation of new Variable Frequency Drive (VFD) for high lift pump #3
- Replacement of the existing VFD of high lift pump #12
- Replacement of the motor starter of the 800 HP of high lift pump #9
The Water Management Department has applied and received a low interest loan through the State Revolving Fund (SRF) program managed by the Illinois Environmental Protection Agency (IEPA) at an interest rate of 1.76%.

This is the third and last contract amendment to the original contract No. 18009 with IHC Construction Companies LLC. The Village Board approved amendment #1, change order in the amount of $138,946.31 on November 26, 2019 and amendment #2, in the amount of $13,904.53 on April 28, 2020.

Discussion

Work items included in this change order were not reasonably foreseeable because of the complexity of the project and the concealed conditions that the Village was not aware of until discovered during construction. These work items are germane to the original contract because they relate directly to the: discovery of concealed conditions during construction; modifications to the backup generators control sequence; and/or minor modifications to the original construction plans. The table below has a summary of the work orders that have been performed outside the scope of the signed contract:

<table>
<thead>
<tr>
<th>WCD</th>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>19</td>
<td>Fire alarm devices</td>
<td>$29,839.70</td>
</tr>
<tr>
<td>20</td>
<td>Floor preparation and restoration</td>
<td>$9,961.44</td>
</tr>
<tr>
<td>21</td>
<td>Additional fire alarm devices by FSCI</td>
<td>$31,565.60</td>
</tr>
<tr>
<td>22</td>
<td>Modifications to damper control sequence</td>
<td>$4,373.27</td>
</tr>
<tr>
<td>23</td>
<td>Fire alarm and fire sprinkler inspection</td>
<td>$0.00</td>
</tr>
<tr>
<td></td>
<td>Total</td>
<td>$75,740.01</td>
</tr>
</tbody>
</table>

The Village will benefit directly from these work items included in the change order because:

1. Installation of the additional fire alarm devices will enhance the safety of the building and employees;
2. The modification of the control sequence of the damper will provide more reliable operation of the backup generators; and
3. The modifications to the flooring are expected to enhance the utilization of the new facility which included additional flooring and drywalls.

Staff has been working through warranty issues with the Contractor prior to presenting the contract amendment to the Village Board. These issues have been resolved and therefore staff recommends approval of this change order in the amount of $75,740.01 with IHC Construction Companies LLC.

The project is now complete and therefore this is the last amendment.
**Budget Impact**

The Electrical Improvement Project is allocated to the below account in the Water Fund. The change orders total (amendments 1, 2, and 3) to this contract is $228,590.85 which is 3.1% of the original contract value. These change orders are reimbursable as part of the IEPA loan funding. Work associated with this project is $8,285.74 above the original IEPA project budget of $7,563,816.11.

<table>
<thead>
<tr>
<th>Account Description</th>
<th>Account No.</th>
<th>Original Contract Amount</th>
<th>Prior Approved Change Orders Amounts</th>
<th>Change Order #3 Amount</th>
<th>Updated Contract Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Electrical Improvement Project</td>
<td>41958090-470530-80842</td>
<td>$7,343,511.00</td>
<td>$152,850.84</td>
<td>$75,740.01</td>
<td>$7,572,101.85</td>
</tr>
</tbody>
</table>

**Documents Attached**

1. Resolution 2021-R-60 for Water Plant Electrical Improvements Project (contract amendment #3 attached as Exhibit A)
2. CDM Smith Recommendation for Change Order #3.
3. Original Construction Contract Award to IHC.
RESOLUTION NO. 2021-R-60

A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF WILMETTE AND IHC CONSTRUCTION COMPANIES, LLC

WHEREAS, the Village President and Board of Trustees of the Village of Wilmette, Cook County, Illinois (“Wilmette”), find that Wilmette is a home rule municipal corporation as provided in Article VII, Section 6 of the 1970 Constitution of the State of Illinois and, pursuant to said constitutional authority, may exercise any power and perform any function pertaining to its government and affairs for the protection of the public health, safety, morals and welfare; and

WHEREAS, the Village Board finds that it is necessary, convenient and in the best interests of the residents of the Village of Wilmette to enter into a Contract for the Water Plant Electrical Improvements Project by and between the Village of Wilmette and IHC Construction Companies LLC; a copy of which is attached hereto as Exhibit A;

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Wilmette as follows:

SECTION 1: The above recitals are incorporated into this section one as if fully set forth.

SECTION 2: The Contract for the Water Plant Electrical Improvements Project attached as Exhibit A is hereby approved.

SECTION 3: The Village Manager is authorized to execute the Contract. Prior to executing the Contract, the Village Manager is authorized to make changes to the form of the Contract at his discretion.

SECTION 4: The Village Manager is authorized to take any action necessary to carry out the purpose of this Resolution and this Resolution shall be in full force and effect from and after its passage.

SECTION 5: This Resolution shall be in full force and effect from and after its passage.
ADOPTED on September 28, 2021, pursuant to the following roll call vote:

AYES: None.

NAYS: None.

ABSTAIN: None.

ABSENT: None.

Village Clerk

Approved on September 28, 2021.

Village President

Attest:

Village Clerk
EXHIBIT A

CONTRACT FOR THE WATER PLANT ELECTRICAL IMPROVEMENT PROJECT
Memorandum

To: Nabil Quafisheh, Water Management Director

From: Brandon Diffenderfer, SE

Date: March 9, 2021

Subject: Wilmette WTP Electrical Improvements Project
            Change Order No. 3

This memo summarizes proposed Change Order Requests (CORs) submitted by the General Contractor (IHC) and reviewed by CDM Smith. They have been grouped into Change Order No. 3. The net change is an increase of $75,740.01, thus increasing the IHC total contract amount from $7,496,361.84 to 7,572,101.85. These CORs are IEPA SRF loan eligible and will be funded under the IEPA SRF Loan.

The following is a summary table of the CORs:

<table>
<thead>
<tr>
<th>WCD</th>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>19</td>
<td>Fire Alarm Devices</td>
<td>$29,839.70</td>
</tr>
<tr>
<td>20</td>
<td>Floor Prep for Kitchen</td>
<td>$9,961.44</td>
</tr>
<tr>
<td>21</td>
<td>Additional Fire Alarm Devices by FSCI</td>
<td>$31,565.60</td>
</tr>
<tr>
<td>22</td>
<td>Modifications to Damper Control Sequence</td>
<td>$4,373.27</td>
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<td>23</td>
<td>Fire Alarm and Fire Sprinkler Inspection</td>
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<tr>
<td></td>
<td><strong>Total</strong></td>
<td><strong>$75,740.01</strong></td>
</tr>
</tbody>
</table>

The following paragraphs provide additional information on the proposed changes.

**WCD/COR No. 19 – Fire Alarm Devices**

The Authority Having Jurisdiction (Village of Wilmette) required additional areas of the water plant to be supervised by a fire alarm system not shown in the Contract Documents. Change was request by contractor to provide devices in the areas requested.

**WCD/COR No. 20 – Floor Prep for Kitchen**

An unknown topping slab was found after removal of the previous flooring that was higher than surrounding floors in rooms that were previously divided. The topping was required to be removed
to maintain a consistent floor elevation in the new kitchen area. The underlying substrate was not in condition to allow quality installation of the flooring system and a self-leveling grout was installed.

**WCD/COR No. 21 – Fire Alarm Devices Required by FSCI**

At the completion of Work, the fire alarm inspector (FSCI) performed their final inspection. The Wilmette Fire Marshall also performed their inspection concurrently. The Fire Marshall required additional devices as noted in the report, and revised after discussion with water plant staff.

CDM Smith has reviewed the change order requests associated with the referenced work change directives and recommends that the Village proceed with these contract changes.

**WCD/COR No. 22 – Modifications to Damper Control Sequence**

The exhaust louvers were noted to be deflecting outward as well as the seals on each louver have been coming loose. It was determined that the actuators on the exhaust dampers were not opening with enough speed after the generator began operation. The dampers selected were the fastest opening actuators available and options were identified to alleviate the force exerted onto these dampers. A programming change to hold open the return dampers will alleviate pressure onto the exhaust dampers, and the return dampers will close for temperatures above a set point once the exhaust dampers are fully open and return open after generator is turned off.

**WCD/COR No. 23 – Fire Alarm and Fire Sprinkler Inspection**

Final inspection of the fire alarm and fire sprinkler system were postponed due to delays with the Village finalizing the contract with a monitoring company. This directive extends the contract date to account for these delays.
Change Order No. 03

Date of Issuance: March 9, 2021
Effective Date: March 9, 2021

Project: WTP Electrical Upgrades
Owner: Village of Wilmette, Illinois

Contract: Wilmette WTP Electrical Upgrades Project
Contractor: IHC Construction Companies, LLC

Owner's Contract No.: IEPA Loan No. L173763
Date of Contract: July 2, 2018
Engineer's Project No.: 229220

The Contract Documents are modified as follows upon execution of this Change Order:

Description:
Work as described in Work Change Directives (WCDs) 019, 020, 021, 022, and 023

Attachments: (List documents supporting change):
WCDs-019, 020, 021, 022, and 023

<table>
<thead>
<tr>
<th>CHANGE IN CONTRACT PRICE:</th>
<th>CHANGE IN CONTRACT TIMES:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original Contract Price:</td>
<td>Original Contract Times:</td>
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<tr>
<td>$7,343,511.00</td>
<td>☐ Working days × Calendar days</td>
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<td></td>
<td>Substantial completion (days or date): 670 Days May 16, 2020</td>
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<tr>
<td></td>
<td>Ready for final payment (days or date): 730 Days July 16, 2020</td>
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<tr>
<td>Increase from previously approved Change Orders No. 01 to No. 02:</td>
<td>Increase/Decrease from previously approved Change Orders No. 01 to No. 02:</td>
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<tr>
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<td>Substantial completion (days): 0 Days</td>
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<tr>
<td></td>
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<tr>
<td>Contract Price prior to this Change Order:</td>
<td>Contract Times prior to this Change Order:</td>
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<td>Substantial completion (days or date): 670 Days May 16, 2020</td>
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<tr>
<td>Increase of this Change Order:</td>
<td>Increase/Decrease of this Change Order:</td>
</tr>
<tr>
<td>$75,740.01</td>
<td>Substantial completion (days): 0 Days</td>
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<tr>
<td></td>
<td>Ready for final payment (days): 275 Days</td>
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<tr>
<td>Contract Price incorporating this Change Order:</td>
<td>Contract Times with all approved Change Orders:</td>
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<tr>
<td>$7,572,101.85</td>
<td>Substantial completion (days or date): 670 Days May 16, 2020</td>
</tr>
<tr>
<td></td>
<td>Ready for final payment (days or date): 1005 Days April 16, 2021</td>
</tr>
</tbody>
</table>

RECOMMENDED: By: ____________________________
Engineer (Authorized Signature) Date: March 9, 2021

ACCEPTED: By: ____________________________
Owner (Authorized Signature) Date: 3/15/21

ACCEPTED: By: ____________________________
Contractor (Authorized Signature) Date: 5/11/2021

Approved by Funding Agency (if applicable): ____________________________ Date: __________

Prepared by the Engineers' Joint Contract Documents Committee and endorsed by the
Associated General Contractors of America and the Construction Specifications Institute.
WORK CHANGE DIRECTIVE

DATE OF ISSUANCE: November 13, 2020
EFFECTIVE DATE: November 13, 2020

OWNER: Village of Wilmette
CONTRACTOR: JHC Construction Companies.
Project: Water Plant Electrical Improvements Project
OWNER’S Contract No. 18009 ENGINEER’S Project No. 9326-229220

You are directed to proceed promptly with the following change(s):
Description:

Provide and install the additional fire alarm devices required by the AHJ that exceed those shown in the Contract Documents.

Purpose of Work Change Directive:
- The AHJ required additional areas to be supervised by a fire alarm system not shown in the Contract Documents.

Attachments: (List documents supporting change)

If OWNER or CONTRACTOR believe that the above change has affected Contract Price any Claim for a Change Order based thereon will involve one or more of the following methods as defined in the Contract Documents.

Method of determining change in Contract Price:
☐ Unit Prices
☒ Lump Sum
☐ Cost of the Work

Estimated increase (decrease) in Contract Price:
$29,839.70

If the change involves an increase, the estimated amount is not to be exceeded without further authorization.

RECOMMENDED:
CDM Smith
ENGINEER

AUTHORIZED:
Village of Wilmette
OWNER

By Water Management Director:
May 20, 2020

Project: Wilmette Water Treatment Plant Electrical Improvements Project
Contract: 17-M-0017

Subject: PCO– 020 Additional Fire Alarm Devices

It's been brought to our attention by our Electrical Subcontractor Kelso-Burnett, that additional fire alarm devices are required beyond what was specified per Contract Documents. Upon submitting fire system design to reviewing agent, the following additional changes from the Appendix A Drawings were required to be inaugurated. Providing the additional fire alarm devices, conduit, and wire is outside the scope of the Lump Sum portion of the Agreement.

We herewith submit our contract change order request in the amount of $29,839.70 as an extra to the Lump Sum Price for the changes to the Work described above.

Refer to the enclosed summary spreadsheet and change order request from affected subcontractor for a detailed breakdown of this proposal.

Feel free to contact me with any questions.

Thank You,

Victor Guzman

Victor Guzman
Project Manager
IHC Construction Companies, LLC
M. (847) 812-7991
# Change Order Request No. PCO-020

**Description:** PCO-020 Additional Fire Alarm Devices

**Village of Wilmette Water Treatment Plant - Electrical Improvements**  
**Contract 17-M-0017**

**Document Reference:** Backup Doc. KB COR - Additional Fire Alarm Devices  
**Date:** 5/20/2020

## Description

<table>
<thead>
<tr>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Prod</th>
<th>Hrs</th>
<th>Labor</th>
<th>Material / Supply</th>
<th>Equipment</th>
<th>Subcontract</th>
<th>Totals</th>
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</thead>
<tbody>
<tr>
<td>1. Additional Fire Alarm Devices</td>
<td>1</td>
<td>LS</td>
<td></td>
<td>0.0</td>
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<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>27,127.00</td>
</tr>
<tr>
<td>Koho-Burnett (See Proposal)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Sub Totals:**

| NA | 0.00 | 0.00 | 0.00 | 0.00 | 27,127.00 | 27,127.00 |

**Comments/Scope:**

Provide additional fire alarm devices required.

| Sales Tax @ 0.00% [N/A]         | 0.00 |
| Labor Markup @ 10.00%           | 0.00 |
| Material Markup @ 10.00%        | 0.00 |
| Equip Markup @ 10.00%           | 0.00 |
| Subcontract Markup @ 10.00%     | 2,712.70 |
| Bond Markup @ 1% [N/A]          | 0.00 |

**TOTAL PRICE:** 29,839.70
CHANGE ORDER

KELSO-BURNETT CO

Date: 5/20/2020
Project Name: AA30002 - Wilmette WWTP CO
Project Number: AA30002 - Wilmette WWTP CO
Page Number: 1

Client Address:

Work Description

COR#11 - Additional Fire Alarm Devices

As per specification section 283123.1.01.A, Kelso-Burnett estimated the reference drawings in Appendix A included in the bid documents. After submitting our design to the city, the following additional changes from the Appendix A drawings were required to be installed. Please see the additional costs required to install the additional fire alarm devices, conduit, and wire as per the fire authority.

Please contact me if you have any questions.

We reserve the right to correct this quote for errors and omissions.

This quote covers direct costs only and we reserve the right to claim for impact and consequential costs.

This price is good for acceptance within 10 days from the date of receipt.

We request a time extension of 3 days.

We will supply and install all materials, labor, and equipment as per your instructions on CCN #11 - ADDITIONAL DEVICES - FIRE ALARM.

### Itemized Breakdown

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<thead>
<tr>
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<th>Qty</th>
<th>Net Price U</th>
<th>Total Mat.</th>
<th>Labor U</th>
<th>Total Hrs.</th>
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<tbody>
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<td>1,136.05</td>
<td>6.18 C</td>
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<td>175.50</td>
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<td>83.70 C</td>
<td>104.63</td>
<td>6.38 C</td>
<td>7.97</td>
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<tr>
<td>FD 1G BOX 1x 3/4&quot; HUB - TOP</td>
<td>38</td>
<td>17.05 E</td>
<td>647.90</td>
<td>0.56 E</td>
<td>21.28</td>
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<td>1 5/8x1 5/8x12G STRUT SLOTTED HOLE GALV</td>
<td>31</td>
<td>144.36 C</td>
<td>44.75</td>
<td>12.50 C</td>
<td>3.88</td>
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<tr>
<td>3/8-16x1 1/2 HEX HEAD BOLT - PLTD STL</td>
<td>125</td>
<td>12.33 C</td>
<td>15.41</td>
<td>5.75 C</td>
<td>7.19</td>
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<td>3/8 FLAT WASHER - PLTD STL</td>
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<td>3.58 C</td>
<td>4.47</td>
<td>1.25 C</td>
<td>1.56</td>
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<td>125</td>
<td>156.00 C</td>
<td>195.00</td>
<td>12.50 C</td>
<td>15.63</td>
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Totals                                           | 1,492 | 2,930.19 | 153.02

Summary

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<td>Total Material</td>
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<td>2,930.19</td>
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ORIGINAL
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<td>JOURNEYMAN</td>
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<td>FOREMAN</td>
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<td>1,719.11</td>
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<td><strong>Subtotal</strong></td>
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<td><strong>18,446.09</strong></td>
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<td>Overhead</td>
<td>@ 10.000 %</td>
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<td><strong>1,844.61</strong></td>
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<tr>
<td><strong>Subtotal</strong></td>
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<td></td>
<td><strong>20,290.70</strong></td>
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<tr>
<td>FIRE ALARM</td>
<td>($6,510.00 + 0.000 % + 0.000 % + 5.000 %)</td>
<td>6,835.50</td>
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<td><strong>Subtotal</strong></td>
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<td></td>
<td><strong>27,126.20</strong></td>
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<tr>
<td>Adjustment #1</td>
<td>@ 0.003 %</td>
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<tr>
<td><strong>Final Amount</strong></td>
<td></td>
<td></td>
<td><strong>$27,127.00</strong></td>
</tr>
</tbody>
</table>
May 11, 2020

To: Casey Knoerr
Kelso-Burnett
RE: Wilmette Water Treatment Plant -- COR#1

First Security is pleased to provide you this proposal for the above referenced project. The following bill of material and associated cost are based on our FSCI’s final Approved drawings dated 4/25/2020.

<table>
<thead>
<tr>
<th>Item</th>
<th>Quantity</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>5</td>
<td>Wall Visual Only</td>
</tr>
<tr>
<td>2.</td>
<td>6</td>
<td>Wall Speaker/Visual Device\</td>
</tr>
<tr>
<td>3.</td>
<td>1</td>
<td>Dual Monitor Module</td>
</tr>
<tr>
<td>4.</td>
<td>2</td>
<td>Smoke Detectors &amp; Base</td>
</tr>
<tr>
<td>5.</td>
<td>3</td>
<td>Heat Detectors &amp; Base</td>
</tr>
<tr>
<td>6.</td>
<td>LOT</td>
<td>Installation Materials</td>
</tr>
<tr>
<td>7.</td>
<td>LOT</td>
<td>Programming, Engineering, Submittals, Testing,</td>
</tr>
</tbody>
</table>

Total Project Cost $6,510.00

Scope of Work/Notes:
- Furnish and install devices listed above
- Voice Panel is in the same enclosure at the FACP
- All electrical work is by others; conduit, fittings, t-bar supports, wire mold (if necessary), mounting of back boxes. All devices located behind a hard ceiling must be in conduit
- Submittals to AHJ is included
- Submittal and Permit fees are not included
- One-year warranty on all parts & labor

This Proposal is based on the First Security Systems, Inc. Standard Terms and Conditions and the “Scope of Work” and are to be considered part of this proposal. (Available upon Request) Proposal is valid for thirty (30) days from below date.

Proposal Accepted: Proposal Submitted:
First Security Systems, Inc. is authorized to First Security Systems, Inc.
Proceed with the work proposed.
Purchaser ______________________________ By: Kurt Lindquist
Signature ______________________________ Signature
Title ________________________________ Title          Service Sales Fire/Security
Date ________________________________ Date      May 11, 2020
WORK CHANGE DIRECTIVE

DATE OF ISSUANCE: November 13, 2020
EFFECTIVE DATE: November 13, 2020

OWNER: Village of Wilmette
CONTRACTOR: IHC Construction Companies
Project: Water Plant Electrical Improvements Project
OWNER's Contract No. 18009 ENGINEER's Project No. 9326-229220

You are directed to proceed promptly with the following change(s):

Description:

Provide services for the demolition of the existing topping slab found in the previous plan and electrical rooms. Provide self-leveling grout required to even the concrete substrate to allow for installation of the flooring.

Purpose of Work Change Directive:

- An unknown topping slab was found after removal of the previous flooring that was higher than surrounding floors in rooms that were previously divided. The topping was required to be removed to maintain a consistent floor elevation. The underlying substrate was not in a condition to allow quality installation of the flooring system and a self-leveling grout was installed.

Attachments: (List documents supporting change)

- 18078_PCO-021 Floor Prep.pdf dated June 15, 2020

If OWNER or CONTRACTOR believe that the above change has affected Contract Price any Claim for a Change Order based thereon will involve one or more of the following methods as defined in the Contract Documents.

Method of determining change in Contract Price:

☐ Unit Prices
☒ Lump Sum
☐ Cost of the Work

Estimated increase (decrease) in Contract Price:
$9,961.44

If the change involves an increase, the estimated amount is not to be exceeded without further authorization.

RECOMMENDED:
CDM Smith
ENGINEER

AUTHORIZED:
Village of Wilmette
OWNER

By Water Management Director:
June 15, 2020

Project: Wilmette Water Treatment Plant Electrical Improvements Project
Contract: 17-M-0017

Subject: PCO– 021 Floor Prep for Kitchen

Proposal to demo of existing top coating and the additional required floor prep for new kitchen flooring. Work was tracked on T&M as discussed and agreed with Engineer.

We herewith submit our contract change order request in the amount of $9,961.44 as an extra to the Lump Sum Price for the changes to the Work described above.

Refer to the enclosed summary spreadsheet and change order request from affected subcontractor for a detailed breakdown of this proposal.

Feel free to contact me with any questions.

Thank You,

Victor Guzman

Victor Guzman
Project Manager
IHC Construction Companies, LLC
M. (847) 812-7991
### Change Order Request No.

**Proposed Change Order Request No.**

**PCO-021**

**Description:**

PCO-021 Kitchen Floor Prep

**Village of Wilmette Water Treatment Plant - Electrical Improvements**

**Contract 17-M-0017**

---

**Document Reference:**

<table>
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<th>Description</th>
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<tbody>
<tr>
<td></td>
<td>Qty</td>
<td>Unit</td>
<td>Prod</td>
<td>Hrs</td>
<td>rate</td>
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<tr>
<td><strong>Sub Totals:</strong></td>
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<td></td>
<td></td>
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</tbody>
</table>

---

1. Demo of Existing Top Coating for New Kitchen Flooring Per T&M

<table>
<thead>
<tr>
<th>Description</th>
<th>Labor</th>
<th>Material / Supply</th>
<th>Equipment</th>
<th>Subcontract</th>
<th>Totals</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Qty</td>
<td>Unit</td>
<td>Prod</td>
<td>Hrs</td>
<td>rate</td>
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<tr>
<td>IHC Laborer</td>
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<td>hrs</td>
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<td>51.50</td>
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<td>IHC Hilti Demo Hammer Drill</td>
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<td>LS</td>
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<td>23.5</td>
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2. Additional Floor Prep Required due to Demo of Existing Top Coating in New Kitchen Area

<table>
<thead>
<tr>
<th>Description</th>
<th>Labor</th>
<th>Material / Supply</th>
<th>Equipment</th>
<th>Subcontract</th>
<th>Totals</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Qty</td>
<td>Unit</td>
<td>Prod</td>
<td>Hrs</td>
<td>rate</td>
</tr>
<tr>
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<td>0.0</td>
<td>0.0</td>
<td>0.00</td>
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</tbody>
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**Comments/Scope:**

Proposal to demo of existing top coating and required floor prep for new kitchen flooring. Work was tracked on T&M as discussed and agreed with Engineer.

---

**Date:** 6/15/2020

**TOTAL PRICE:** 9,961.44
### FLOOR PREP BREAKDOWN

<table>
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<tr>
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<th>Scope</th>
<th>Material / Labor</th>
<th>Quantity</th>
<th>Price / Unit</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>4/28/2020</td>
<td>Floor leveling for rubber tile</td>
<td>Man Hours</td>
<td>16 Hours</td>
<td>$ 130.00</td>
<td>$ 2,080.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Mapei Ultraplan EZ</td>
<td>42 Bags</td>
<td>$ 40.00</td>
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<td></td>
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<td>Mapei Primer X</td>
<td>2 Units</td>
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<td>$ 150.00</td>
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<td>4/29/2020</td>
<td>Floor leveling for rubber tile</td>
<td>Man Hours</td>
<td>16 Hours</td>
<td>$ 130.00</td>
<td>$ 2,080.00</td>
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<tr>
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<td>Mapei Ultraplan EZ</td>
<td>13 Bags</td>
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<td>$ 520.00</td>
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<td>Mapei Planiprep SC</td>
<td>13 Bags</td>
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<td>$ 370.50</td>
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<td>4/30/2020</td>
<td>Prep for Rubber Tile, Deep fill ramping to exit doors</td>
<td>Man Hours</td>
<td>7 Hours</td>
<td>$ 130.00</td>
<td>$ 910.00</td>
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<td>Mapei Quickpatch</td>
<td>3 Bags</td>
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**Total T&M Work Completed:** $ 4,071.00

**Approvals:**

Consolidated Flooring of Chicago, LLC

IHC
TIME & MATERIAL SHEET

Date

Project No. IHC-18078

Project Name Wilmette Water Treatment Plant Electrical Improvements Project

Subcontractor

Description of Work:

Demolition of roof coating on 2nd floor existing kitchen area

Existing Switchgear Room

<table>
<thead>
<tr>
<th>LABOR</th>
</tr>
</thead>
<tbody>
<tr>
<td>Worker Classification</td>
</tr>
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<tbody>
<tr>
<td>Desc. Type, Manufacturer, Model</td>
<td># of Hours</td>
<td>Description</td>
</tr>
<tr>
<td>Multi Demolition Hammer</td>
<td>2 1/2</td>
<td></td>
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</table>

REMARKS:

APPROVED

IHC's Representative

Date: 1/29/20

APPROVED

Owner's Representative

Date: 

Page 1
TIME & MATERIAL SHEET

Date

Project No.   IHC-18078

Project Name  Wilmette Water Treatment Plant Electrical Improvements Project

Subcontractor

Description of Work:
Demo Top Coating 2nd Floor Existing Kitchen Area

<table>
<thead>
<tr>
<th>LABOR</th>
<th></th>
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</thead>
<tbody>
<tr>
<td>Worker Classification</td>
<td># of Workers</td>
<td>Hours Worked</td>
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<tr>
<td>Laborer</td>
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<tr>
<td>Desc. Type, Manufacturer, Model</td>
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<tr>
<td>Hills Benston Yarnet</td>
<td>4</td>
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REMARKS:

APPROVED

IHC's Representative   Date:   2/14/19

APPROVED

Owner’s Representative   Date:   

Page 1
TIME & MATERIAL SHEET

Date

Project No.  IHC-18078

Project Name  Wilmette Water Treatment Plant Electrical Improvements Project

Subcontractor

Description of Work:

Saw Cut Concrete Beam To Set Required Head Height At

Ramp To Administrative Offices

LABOR

<table>
<thead>
<tr>
<th>Worker Classification</th>
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<tbody>
<tr>
<td>LABORER</td>
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EQUIPMENT USED

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MATERIAL USED

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REMARKS:

APPROVED

IHC’s Representative

Date:  1/23/19

APPROVED

Owner’s Representative

Date:  

Page 1
TIME & MATERIAL SHEET

Date

Project No. IHC-18078

Project Name Wilmette Water Treatment Plant Electrical Improvements Project

Subcontractor

Description of Work:

Demo Top Coating on 2nd Floor Existing Switchgear Area

LABOR

<table>
<thead>
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<td>Laborer</td>
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EQUIPMENT USED

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<td>Pneumatic Demolition Hammer</td>
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REMARKS:

APPROVED

IHC's Representative

Date: 1/2/9

APPROVED

Owner's Representative

Date: ____________________________

Page 1
**TIME & MATERIAL SHEET**

Date

Project No.  IHC-18078

Project Name  Wilmette Water Treatment Plant Electrical Improvements Project

Subcontractor

Description of Work:

Demo Top Cooling N Service Switchgear

<table>
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<td>Lbroner</td>
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<td>5</td>
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<tbody>
<tr>
<td>Desc. Type, Manufacturer, Model</td>
<td># of Hours</td>
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<tr>
<td>Hilti Demolition Hammer</td>
<td>5</td>
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</table>

REMARKS:

APPROVED  

IHC's Representative  

Date:  

APPROVED  

Owner’s Representative  

Date:  

Page 1
TIME & MATERIAL SHEET

Date

Project No. IHC-18078

Project Name Wilmette Water Treatment Plant Electrical Improvements Project

Subcontractor

Description of Work:

Dema Top Coating on Existing Switchgear Room

<table>
<thead>
<tr>
<th>LABOR</th>
</tr>
</thead>
<tbody>
<tr>
<td>Worker Classification</td>
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<tr>
<td>Laborer</td>
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<table>
<thead>
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<tbody>
<tr>
<td>Desc. Type, Manufacturer, Model</td>
<td># of Hours</td>
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<tr>
<td>Hilti Demolition Hammer</td>
<td>4</td>
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</tbody>
</table>

REMARKS:

APPROVED __________________________  APPROVED __________________________

IHC's Representative  Owner's Representative

Date: 1/27/10  Date: __________________________
WORK CHANGE DIRECTIVE

DATE OF ISSUANCE: November 13, 2020
EFFECTIVE DATE: November 13, 2020

OWNER: Village of Wilmette
CONTRACTOR: IHC Construction Companies
Project: Water Plant Electrical Improvements Project
OWNER's Contract No. 18009
ENGINEER's Project No. 9326-229220

You are directed to proceed promptly with the following change(s):

Description:

Provide and install additional fire alarm devices required by the revised FSCI report 2019-949-1 Revised dated 8/27/2020.

Purpose of Work Change Directive:

- At the completion of the Work, the fire alarm inspector (FSCI) performed their final inspection. The Wilmette Fire Marshall also performed their inspection concurrently. The Fire Marshall required additional devices as noted in the report attached to the PCO.

Attachments: (List documents supporting change)

- 18078_PCO-022 Additional Fire Alarm Devices_Rev01.pdf dated October 8, 2020

If OWNER or CONTRACTOR believe that the above change has affected Contract Price any Claim for a Change Order based thereon will involve one or more of the following methods as defined in the Contract Documents.

Method of determining change in Contract Price:

☐ Unit Prices
☒ Lump Sum
☐ Cost of the Work

Estimated increase (decrease) in Contract Price:

$31,565.60

If the change involves an increase, the estimated amount is not to be exceeded without further authorization.

RECOMMENDED:
CDM Smith
ENGINEER

AUTHORIZED:
Village of Wilmette
OWNER

By Water Management Director:

[Signatures]
October 8, 2020

Project: Wilmette Water Treatment Plant Electrical Improvements Project
Contract: 17-M-0017

Subject: PCO– 023 Additional Fire Alarm Devices – After FSCI Inspection Rev01

Kelso-Burnett is requesting a Change Order for the additional cost for conduits, supports, wire, devices, startup, testing, and inspection based on revised FSCI Report 8/27/2020. With the associated COR, we request a time extension as many days as required to install the additional devices, complete testing, and receive final inspection.

We herewith submit our contract change order request in the amount of $31,565.60 as an extra to the Lump Sum Price for the changes to the Work described above.

Refer to the enclosed summary spreadsheet and change order request from affected subcontractor for a detailed breakdown of this proposal.

Feel free to contact me with any questions.

Thank You,

Victor Guzman
Victor Guzman
Project Manager
IHC Construction Companies, LLC
M. (847) 812-7991
Change Order Request No.  
Proposed Change Order Request No.  
PCO-023 Rev01

Description:  
PCO-023 Additional Fire Alarm Devices - After FSCI Inspection Rev01

Village of Wilmette Water Treatment Plant - Electrical Improvements 
Contract 17-M-0017

Document Reference: Backup Doc. KB COR - Additional Fire Alarm Devices  
Date: 10/8/2020

<table>
<thead>
<tr>
<th>Description</th>
<th>Labor</th>
<th>Material / Supply</th>
<th>Equipment</th>
<th>Subcontract</th>
<th>Totals</th>
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<tbody>
<tr>
<td></td>
<td>Qty</td>
<td>Unit</td>
<td>Prod</td>
<td>Hrs</td>
<td>rate</td>
</tr>
<tr>
<td>1. Additional Fire Alarm Devices</td>
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<td>LS</td>
<td>0.0</td>
<td>0.0</td>
<td>0.00</td>
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</table>

Sub Totals: NA 0.00 0.00 0.00 0.00 28,696.00 28,696.00

Comments/Scope:  
Provide additional fire alarm devices required by FSCI after re-inspection with FSCI and Wilmette Fire Dept.

Sales Tax @ 0.00% [N/A]  0.00  
Labor Markup @ 10.00%  0.00  
Material Markup @ 10.00%  0.00  
Equipment Markup @ 10.00%  0.00  
Subcontract Markup @ 10.00%  2,869.60  
Bond Markup @ 1% [N/A]  0.00  
TOTAL PRICE: 31,565.60
CHANGE ORDER

KELSO-BURNETT CO

Date: 9/30/2020
Project Name: AA30002 - Wilmette WWTP CO #1 PLC's
Project Number: AA30002 - Wilmette WWTP CO's
Page Number: 1

Work Description

COR#12 - Additional Fire Alarm Devices - REV-3

Updated - Kelso-Burnett received a revised list of fire alarm devices to be added per the FSCI inspector and the fire marshal. Please see the attached updated additional costs below.

After the fire alarm inspector from FSCI performed their inspection, they are now requiring additional fire alarm devices to be installed beyond the approved drawings (See Attached). As per specification section 283123.1.01.A, these are additional devices beyond the reference drawings.

Kelso-Burnett is respectfully requesting a change order for the additional costs for conduit, supports, wire, devices, startup, testing, and inspection.

There are also two additional change orders from First Security for additional devices from the reference drawings which we incurred after the original fire alarm change order submission.

Please contact me if you have any questions.

We reserve the right to correct this quote for errors and omissions.

This quote covers direct costs only and we reserve the right to claim for impact and consequential costs.

This price is good for acceptance within 10 days from the date of receipt.

We request a time extension of as many days as required to install the additional material/devices, call for and receive final inspection.

We will supply and install all materials, labor, and equipment as per your instructions on CCN #13A - FIRE ALARM.

<table>
<thead>
<tr>
<th>Description</th>
<th>Qty</th>
<th>Net PriceU</th>
<th>Total Mat.</th>
<th>LaborU</th>
<th>Total Hrs.</th>
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<tbody>
<tr>
<td>3/4&quot; CONDUIT - RMC - GALV</td>
<td>210</td>
<td>172.03C</td>
<td>361.26</td>
<td>6.18C</td>
<td>12.98</td>
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<tr>
<td>3/4&quot; CONN THRD HUB INSUL - RMC - MALL OR STL</td>
<td>2</td>
<td>268.73C</td>
<td>5.37</td>
<td>26.25C</td>
<td>0.53</td>
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<tr>
<td>3/4&quot; TYPE T STD CONDUIT BODY W/ CVR &amp; GSKT - RM</td>
<td>7</td>
<td>16.76E</td>
<td>117.32</td>
<td>0.85E</td>
<td>5.95</td>
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<td>3/4&quot; MEASURE CUT &amp; THREAD LABOR - RMC - GALV</td>
<td>10</td>
<td>0.00C</td>
<td>0.00</td>
<td>25.00C</td>
<td>2.50</td>
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<tr>
<td>3/4&quot; 2-PC STRUT CLAMP RMC / IMC - STEEL</td>
<td>38</td>
<td>57.36C</td>
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<td>6.38C</td>
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<tr>
<td>3/4&quot; SPRING STL CONDUIT CLAMP W/ BOLT</td>
<td>16</td>
<td>16.79C</td>
<td>2.69</td>
<td>7.50C</td>
<td>1.20</td>
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<tr>
<td>3/4&quot; 2-PC STRUT CLAMP - S/S</td>
<td>18</td>
<td>3.52E</td>
<td>63.36</td>
<td>6.38C</td>
<td>1.15</td>
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<tr>
<td>4x 2 1/8&quot; SQ BOX COMB KO</td>
<td>7</td>
<td>82.09C</td>
<td>5.75</td>
<td>28.75C</td>
<td>2.01</td>
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<tr>
<td>4&quot; SQ 1G PLSTR RING 3/4&quot; RISE</td>
<td>7</td>
<td>42.57C</td>
<td>2.98</td>
<td>3.13C</td>
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<tr>
<td>FD 1G BOX 2x 3/4&quot; HUB - TOP+BTM</td>
<td>3</td>
<td>21.03E</td>
<td>63.09</td>
<td>0.75E</td>
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<td>1 5/8x 1 5/8x 14G STRUT GALV</td>
<td>10</td>
<td>163.28C</td>
<td>16.33</td>
<td>12.50C</td>
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<td>1/4-20x 2 1/4 WEDGE ANCHOR - 1 1/8&quot; MIN DEPTH - 316</td>
<td>18</td>
<td>3.00E</td>
<td>54.00</td>
<td>10.00C</td>
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ORIGINAL
# CHANGE ORDER

**KELSO-BURNETT CO**

**Date:** 9/30/2020  
**Project Name:** AA30002 - Wilmette WWTP CO #1 PLC's  
**Project Number:** AA30002 - Wilmette WWTP CO's  
**Page Number:** 2

## Description

<table>
<thead>
<tr>
<th>Description</th>
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<th>Labor</th>
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<tbody>
<tr>
<td>3/8&quot; THREADED ROD - PLTD</td>
<td>80</td>
<td>33.37 C</td>
<td>26.70 C</td>
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<tr>
<td>1/4-20x 1 HEX HEAD BOLT - PLTD STL</td>
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<td>5.79 C</td>
<td>0.81 C</td>
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<td>3/8-16 HEX NUT - PLTD STL</td>
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<td>6.04 C</td>
<td>4.83 C</td>
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<td>3/8&quot; LOCK WASHER - PLTD STL</td>
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<td>2.92 C</td>
<td>2.34 C</td>
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<td>3/8x 1 FENDER WASHER - PLTD STL</td>
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<td>5.08 C</td>
<td>4.06 C</td>
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<td>1.00 C</td>
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<tr>
<td>#10x 1 P/H SELF-TAP SCREW</td>
<td>22</td>
<td>0.05 C</td>
<td>0.01 C</td>
<td>3.75 C</td>
<td>0.82 C</td>
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<tr>
<td>MALL BEAM CLAMP TO 1&quot; FLNG W/ 3/8-16 THRD HOL</td>
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<td>162.99 C</td>
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<td>10.00 C</td>
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<tr>
<td>C - ADD 2 HEAT DETECTORS TO 1933 LOW LIFT</td>
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<td>0.00 E</td>
<td>0.00 E</td>
<td>0.00 E</td>
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<tr>
<td>D - ADD 2 HEAT DETECTORS TO HIGH LIFT</td>
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<td>0.00 E</td>
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<tr>
<td>E - ADD 2 HEAT DETECT TO WASH WATER PUMP AREA</td>
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<td>0.00 E</td>
<td>0.00 E</td>
<td>0.00 E</td>
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<tr>
<td>F - SINGLE HEAT DETECT IN KATHABAR</td>
<td>1</td>
<td>0.00 E</td>
<td>0.00 E</td>
<td>0.00 E</td>
<td>0.00 E</td>
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<tr>
<td>G - SINGLE SMOKE DETECT IN CORRIDOR OUTSIDE L</td>
<td>1</td>
<td>0.00 E</td>
<td>0.00 E</td>
<td>0.00 E</td>
<td>0.00 E</td>
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<tr>
<td>H - SINGLE SMOKE DETECT IN CORR OUTSIDE CONT</td>
<td>1</td>
<td>0.00 E</td>
<td>0.00 E</td>
<td>0.00 E</td>
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<tr>
<td>R - LOW TEMP SENSOR IN SPRINKLER RISER RM TO A</td>
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<td>0.00 E</td>
<td>0.00 E</td>
<td>0.00 E</td>
<td>0.00 E</td>
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<tr>
<td>POST INSPECTION AND LAYOUT</td>
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<td>0.00 E</td>
<td>3.00 E</td>
<td>3.00 E</td>
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**Totals**  
753 | 817.89 | 49.88

## Summary

<table>
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<tr>
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<th>Labor</th>
<th>Total Hrs.</th>
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<tbody>
<tr>
<td><strong>General Materials</strong></td>
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<tr>
<td><strong>JOURNEYMAN</strong></td>
<td></td>
<td></td>
<td>(37.41 Hrs @ $100.18)</td>
<td>3,747.73</td>
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<td><strong>FOREMAN @ 25%</strong></td>
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<td>(12.47 Hrs @ $112.36)</td>
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**Subtotal**  
5,966.75  
596.68

**Subtotal**  
6,563.43

**Subtotal**  
22,131.90

**Subtotal**  
28,695.33  
0.67

**Final Amount**  
$28,696.00
FIRE PROTECTION INSPECTION REPORT

CLIENT: Village of Wilmette
PROJECT: Water Treatment Plant
ADDRESS: 200 Lake Avenue
CITY: Wilmette
STATE: Illinois

PERMIT #: 3-2019-949
PLAN REVIEW #: 3-2019-949
DATE: Revised August 27, 2020

TYPE OF INSPECTION:
- Sprinkler System Hydro
- Fire Alarm
- Sprinkler System Final
- Clean Agent Final
- Underground Flush
- Kitchen Hood Wet Chemical
- Kitchen Hood Mechanical
- Underground Hydro
- Fire Pump
- Underground Hydro
- Fire Pump
- Other:

RECOMMEND APPROVAL WITH CORRECTIONS
RECOMMEND NO APPROVAL

INSPECTION COMMENTS:

1. Arrived on site to conduct an open and final alarm acceptance test on new fire alarm devices for a new fire alarm system.

2. The stamped, approved plans were on site and the alarm contractor had as-built plans on-site that were used for this inspection.

3. Walked the system to verify locations of alarm initiating and notification devices with the submitted and approved drawings and as-built plans. See items to be corrected.

4. Verified alarm wiring type and size match the plan review letter.

5. Verified alarm wiring was in approved raceways. See items to be corrected.

6. Verified the system reported trouble, short and loss of power.

7. Verified all trouble signals reset.

8. Verified that the FACU switched over from AC power to DC power.

9. Verified the FACU had two 55.0 A/h batteries provided and labeled with the manufactured date.

10. Verified that the circuit breakers for the FACU were properly identified in the breaker panel.
11. Verified that the notification devices activated upon initiation of the fire alarm system.

12. Verified that when the system was silenced both audible and visual notifications were deactivated.

13. Verified voice intelligibility in all required areas.

14. Tested system initiating devices. See items to be corrected.

15. Tested two tamper switches on the sprinkler system, one above the elevator and one in the kitchen area. See items to be corrected.

16. Alarm contactor stated that the alarm system does not have any transmission equipment nor a monitoring agency contract. See items to be corrected.

17. Inspector Reichert was contacted by FSCI requesting a site visit during the inspection. Walked the building with Inspector Reichert informing him partial detection was being installed in the non-sprinklered areas. Inspector Reichert informed FSCI and the alarm contractor areas that additional detection is required and an annunciator panel. See items to be corrected.

This inspection report is being revised based on a conversation that FSCI had with Inspector Reichert on August 27, 2020. Several of the items to be corrected have been removed or revised as directed by Inspector Reichert.

ITEMS TO BE CORRECTED:

This inspection report is being revised based on a conversation that FSCI had with Inspector Reichert on August 27, 2020. Several of the items to be corrected from the previous report have been removed or revised as directed by Inspector Reichert.

A. Replace smoke detectors with heat detectors in metal shop and wood shop.

B. Add two heat detectors to 1933 low lift per Inspector Reichert.

C. Add two heat detectors to high lift per Inspector Reichert.

D. Add a heat detector to wash water pump area per Inspector Reichert.

E. Add single heat detector in Kathabar per Inspector Reichert.

F. Add a single smoke detector in lab corridor per Inspector Reichert.

G. Add a single smoke detector in corridor outside control room per Inspector Reichert.

H. Change speaker only to speaker/strobe in hypo feed corridor (minimum candela setting of 75).

I. Change strobe to speaker/strobe in 2nd floor maintenance office.

J. Change speaker only to speaker/strobe in Kathabar room (minimum candela setting of 110).

K. Remove the old fire alarm system, which shall include, wiring, notification appliances and all smoke/heat detectors.
L. All tampers, flow switches, and dry valve trip test (within the sprinkler riser room) needs to be tested with relation to the fire alarm system. The 2nd floor flow switch appears that it can only be tested manually as there seems to be no inspectors test valve beyond that flow switch.

M. Alarm signal transmission equipment and UL central station shall be provided, installed and able to transmit all signals prior to scheduling next FSCI inspection. Municipal requirement states Central station to notify RED Center of alarms only (no trouble or supervisory).

N. Provide 4 copies of revised as-built plans directly to FSCI for review and include the marked up as-built plans that were used for today’s inspection. The as-built plans shall include all new devices, appliances, corrected device addressing, relocation of appliances and devices that were found during today’s inspection. The as-built plans shall show the removal of weatherproof appliances and updated candela setting in the 1933 low lift/high lift. As-built plans shall include updated battery calculations, voltage drop calculations and updated total watts used on the speakers. All changes shall be easily identified on the as-built plans.

O. Provide a copy of a signed NFPA 72 record of completion form. This can be sent to FSCI via e-mail at the conclusion of testing for signing by FSCI and for re-distribution.

<table>
<thead>
<tr>
<th>WITNESSED BY:</th>
<th>CONTRACTOR:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ryan Case</td>
<td>Scott -First Security System</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ON-SITE TIME:</th>
<th>TRAVEL TIME:</th>
</tr>
</thead>
<tbody>
<tr>
<td>7.0 hours</td>
<td>1.25 hours</td>
</tr>
</tbody>
</table>
September 29, 2020

Casey Knorr
Kelso Burnett

**RE: Village of Wilmette Water Treatment Plant - FSCI Correction/ COR#8**

First Security Systems is pleased to provide you this proposal based on the FSCI onsite inspection report dated July 8/27/2020; revised from 7/16/2020. First Security was given this revised report on September 22nd.

**ITEMS TO BE CORRECTED per Report:**

1. (A) Replace Smoke Detectors with Heat Detectors in metal and wood shop
2. (B) Add two heat detectors to 1933 low lift
3. (C) Add two heat detectors to High Lift
4. (D) Add one heat detector to wash water pump area
5. (E) Add one heat detector in Kathabar Room
6. (F) Add one smoke detector in lab corridor
7. (G) Add one smoke detector in corridor outside control room
8. (H) Change Speaker only to Speaker/Strobe in hypo feed corridor
9. (I) Change Strobe to Speaker/Strobe in 2nd Floor Maintenance office
10. (J) Change Speaker Only to Speaker/Strobe in Kathabar Room
11. (K) Demo old system
12. (L) Testing of sprinkler devices located within the sprinkler riser room
13. (M) Monitoring to be determined by other
14. (N) Update Record Drawings; Resubmit to FSCI
15. (O) Provide Copy of a signed NFPA 72 Record of Completion Form
Scope of Work:

- Provide pull and trim of all devices listed above
- All electrical work is by others - conduit, boxes, mounting of back boxes, t-bar supports, whips
- Painting of conduit box covers is not included in this COR Scope of work
- 120VAC Provided by others, Mounting of the NAC Panel by others
- Engineering, Update record drawings
- Testing
- One-year warranty on all parts

Total Project Cost: $15,614.00

This Proposal is based on the First Security Systems, Inc. Standard Terms and Conditions and the “Scope of Work” and are to be considered part of this proposal. (Available upon Request) Proposal is valid for thirty (30) days from below date.

Proposal Accepted:  
First Security Systems, Inc. is authorized to  
Purchaser ______________________________
Proposal Submitted:  
First Security Systems, Inc.  
By: Kurt Lindquist
Signature ______________________________
Title Service Sales Fire/Security
Date September 29, 2020
# Project Scope and Clarifications

<table>
<thead>
<tr>
<th>Included / Not Included</th>
<th>Project Scope and Clarifications</th>
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</thead>
<tbody>
<tr>
<td><strong>Provide Panel Drawing</strong></td>
<td>YES</td>
</tr>
<tr>
<td><strong>Professional Engineers stamp which may be required</strong></td>
<td>NO</td>
</tr>
<tr>
<td><strong>Program Fire Alarm Panel</strong></td>
<td>YES</td>
</tr>
<tr>
<td><strong>Fire Alarm plan review and testing fees</strong></td>
<td>YES</td>
</tr>
<tr>
<td><strong>Final Test and certification (OF THIS SPACE ONLY)</strong></td>
<td>YES</td>
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<tr>
<td><strong>Fire Alarm Cabling and Termination of Devices</strong></td>
<td>YES</td>
</tr>
<tr>
<td><strong>Program Fire Alarm Devices</strong></td>
<td>YES</td>
</tr>
<tr>
<td><strong>Panel terminations</strong></td>
<td>NO</td>
</tr>
<tr>
<td><strong>Overtime (except as specifically noted)</strong></td>
<td>NO</td>
</tr>
<tr>
<td><strong>Demolition of the existing fire alarm system</strong></td>
<td>YES</td>
</tr>
<tr>
<td><strong>Ceiling removal or replacement, patching and painting</strong></td>
<td>NO</td>
</tr>
<tr>
<td><strong>Two hour rated cable</strong></td>
<td>NO</td>
</tr>
<tr>
<td><strong>Offsite monitoring system fees</strong></td>
<td>NO</td>
</tr>
<tr>
<td><strong>Costs associated with multiple trips to jobsite due to incompletion of others</strong></td>
<td>NO</td>
</tr>
<tr>
<td><strong>Costs associated with schedule acceleration or multiple unplanned phases</strong></td>
<td>NO</td>
</tr>
<tr>
<td><strong>Conduit and or wire mold</strong></td>
<td>NO</td>
</tr>
<tr>
<td><strong>Field Device Back Boxes</strong></td>
<td>NO</td>
</tr>
<tr>
<td><strong>Mounting of system back boxes</strong></td>
<td>NO</td>
</tr>
<tr>
<td><strong>120vac circuits for panel power</strong></td>
<td>NO</td>
</tr>
<tr>
<td><strong>Electrical Permit or costs associated with (if required)</strong></td>
<td>YES</td>
</tr>
<tr>
<td><strong>Sales Tax</strong></td>
<td>NO</td>
</tr>
<tr>
<td><strong>Performance or Payment Bond</strong></td>
<td>NO</td>
</tr>
</tbody>
</table>
June 26, 2020

To: Casey Knoerr
Kelso-Burnett
RE: Wilmette Water Treatment Plant -- COR #6

First Security is pleased to provide you this proposal for the above referenced project. This Change Order is for us to monitor a new valve for the RPZ Valve – this valve is not located in the sprinkler room.

<table>
<thead>
<tr>
<th>Item</th>
<th>Quantity</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>1</td>
<td>XTRI-s monitor modules (for RPZ / Backflow) Valve</td>
</tr>
<tr>
<td>2.</td>
<td>LOT</td>
<td>Pull and Trim Installation</td>
</tr>
<tr>
<td>3.</td>
<td>LOT</td>
<td>Programming, Engineering, Submittals, Testing,</td>
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</tbody>
</table>

Total Project Cost $1,569.00

Scope of Work/Notes:
- Furnish and install devices listed above
- All electrical work is by others; conduit, fittings, t-bar supports, wire mold (if necessary), mounting of back boxes. All devices located behind a hard ceiling must be in conduit
- One-year warranty on all parts & labor

This Proposal is based on the First Security Systems, Inc. Standard Terms and Conditions and the “Scope of Work” and are to be considered part of this proposal. (Available upon Request) Proposal is valid for thirty (30) days from below date.

Proposal Accepted: First Security Systems, Inc. is authorized to Proceed with the work proposed.
Proposal Submitted: By: Kurt Lindquist

Purchaser ______________________________ Title ______________________________
Signature ______________________________ Date ______________________________
Title ______________________________
Date June 26, 2020
July 15, 2020

To: Casey Knoerr
Kelso-Burnett
RE: Wilmette Water Treatment Plant – Dry System Riser – COR #7

First Security is pleased to provide you this proposal for the above referenced project. This proposal is based on email from A&A Sprinkler to IHC Construction dated 7/2/2020. None of this work was in our original scope of work.

<table>
<thead>
<tr>
<th>Item</th>
<th>Quantity</th>
<th>Description</th>
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<tbody>
<tr>
<td>1</td>
<td>3</td>
<td>Monitor Module</td>
</tr>
<tr>
<td>2</td>
<td>LOT</td>
<td>Pull and Trim Installation</td>
</tr>
<tr>
<td>3</td>
<td>LOT</td>
<td>Programming, Engineering, Submittals, Testing,</td>
</tr>
</tbody>
</table>

**Total Project Cost $1,800.00**

**Scope of Work/Notes:**
- Furnish and install devices listed above
- All electrical work is by others; conduit, fittings, t-bar supports, wire mold (if necessary), mounting of back boxes. All devices located behind a hard ceiling must be in conduit
- One-year warranty on all parts & labor

This Proposal is based on the First Security Systems, Inc. Standard Terms and Conditions and the “Scope of Work” and are to be considered part of this proposal. (Available upon Request) Proposal is valid for thirty (30) days from below date.

Proposal Accepted: First Security Systems, Inc. is authorized to Proceed with the work proposed.

Proposal Submitted: By: Kurt Lindquist

Purchaser ______________________________
Signature ______________________________
Title ______________________________
Date ______________________________

By: Kurt Lindquist
Signature
Title Service Sales Fire/Security
Date July 15, 2020
May 19, 2020

To: Casey Knoerr
Kelso-Burnett
RE: Wilmette Water Treatment Plant -- COR #4

First Security is pleased to provide you this proposal for the above referenced project. There was an elevator inspection last week and the inspector added a sprinkler head to the top of the shaft. With this being added, we need to add the following to the fire alarm system.

<table>
<thead>
<tr>
<th>Item</th>
<th>Quantity</th>
<th>Description</th>
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</thead>
<tbody>
<tr>
<td>1.</td>
<td>1</td>
<td>Heat Detector &amp; base</td>
</tr>
<tr>
<td>2.</td>
<td>1</td>
<td>Monitor Module (tamper)</td>
</tr>
<tr>
<td>3.</td>
<td>1</td>
<td>Power Supervisory Relay Module</td>
</tr>
<tr>
<td>4.</td>
<td>1</td>
<td>Relay Module (shunt)</td>
</tr>
<tr>
<td>5.</td>
<td>LOT</td>
<td>Pull and Trim Installation</td>
</tr>
<tr>
<td>6.</td>
<td>LOT</td>
<td>Programming, Engineering, Submittals, Testing,</td>
</tr>
</tbody>
</table>

Total Project Cost $2,095.00

Scope of Work/Notes:
- Furnish and install devices listed above
- All electrical work is by others; conduit, fittings, t-bar supports, wire mold (if necessary), mounting of back boxes. All devices located behind a hard ceiling must be in conduit
- One-year warranty on all parts & labor

This Proposal is based on the First Security Systems, Inc. Standard Terms and Conditions and the "Scope of Work" and are to be considered part of this proposal. (Available upon Request) Proposal is valid for thirty (30) days from below date.

Proposal Accepted: First Security Systems, Inc. is authorized to Proceed with the work proposed.


By: Kurt Lindquist

Signature ______________________________ Signature ______________________________
Title ______________________________ Title ______________________________
Date ______________________________ Date May 19, 2020
WORK CHANGE DIRECTIVE

No. ___________ 022

DATE OF ISSUANCE January 27, 2021 EFFECTIVE DATE ___January 27, 2021___

OWNER: Village of Wilmette
CONTRACTOR: IHC Construction Companies.
Project: Water Plant Electrical Improvements Project
OWNER’s Contract No. 18009 ENGINEER’s Project No. 9326-229220

You are directed to proceed promptly with the following change(s):

Description:

Provide programming services to revise the sequence of operation to the return dampers on each generator exhaust ductwork and technician services to repair damage to the exhaust dampers. Option 1 was selected from email exchange dated December 11, 2020, attached herewith.

Purpose of Work Change Directive:

- The exhaust louvers were noted to be deflecting outward as well as the seals on each louver have been coming lose. It was determined that the actuators on the exhaust dampers were not opening with enough speed after the generator began operation. The dampers selected were the fastest opening actuators available and options were identified to alleviate the force exerted onto these dampers. A programming change to hold open the return dampers will alleviate pressure onto the exhaust dampers, and the return dampers will close for temperatures above a set point once the exhaust dampers are fully open and return open after generator is turned off.

Attachments: (List documents supporting change)

- 18078_PCO-024 Modifications to Damper Control Sequence.pdf dated January 27, 2021

If OWNER or CONTRACTOR believe that the above change has affected Contract Price any Claim for a Change Order based thereon will involve one or more of the following methods as defined in the Contract Documents.

Method of determining change in Contract Price:

☐ Unit Prices  ☒ Lump Sum  ☐ Cost of the Work

Estimated increase (decrease) in Contract Price: $4,373.27
If the change involves an increase, the estimated amount is not to be exceeded without further authorization.

Estimated increase (decrease) in Contract Times:
Substantial Completion ___0___ days;
Ready for final payment ___56___ days.
January 27, 2021

**Project: Wilmette Water Treatment Plant Electrical Improvements**
**Contract: 17-M-0017**

**Subject: PCO– 024 Modifications to Damper Control Sequence**

The attached proposal includes modifications to damper control sequence per Option #1 as outlined in CDM Smith’s email dated 12/11/2020, and labor to repair the damper blades damaged by sequence of generators starting before dampers could be fully open.

We herewith submit our contract change order request in the amount of **$ 4,373.27** as an extra to the Lump Sum Price for the changes to the Work described above.

Refer to the enclosed summary spreadsheet and change order request from affected subcontractor for a detailed breakdown of this proposal.

A claim for any adjustment to the Contract Time will be submitted as necessary and appropriate after the full impact of the associated delays are known.

Please incorporate this adjustment into the next change order to the Contract. Feel free to contact me with any questions.

Thank You,

**Victor Guzman**

Victor Guzman
Project Manager
IHC Construction Companies, LLC
M. (847) 812-7991
Change Order Request No.  
Proposed Change Order Request No.  
PCO-024  

Description:  
PCO-024 Mods to Damper Control Sequence  

Village of Wilmette Water Treatment Plant - Electrical Improvements  
Contract 17-M-0017  

Document Reference:  Mods to Damper Control Sequence Option 1 per Cv Date:  1/27/2021

<table>
<thead>
<tr>
<th>Description</th>
<th>Labor</th>
<th>Material / Supply</th>
<th>Equipment</th>
<th>Subcontract</th>
<th>Totals</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>Qty</td>
<td>Unit</td>
<td>Prod</td>
<td>Hrs</td>
<td>rate</td>
</tr>
<tr>
<td>1. Mods to Damper Control Sequence</td>
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<td>LS</td>
<td>0.0</td>
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</tr>
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</table>

Sub Totals:  
NA 0.00 0.00 0.00 0.00 0.00 3,975.70 3,975.70

Comments/Scope:  
Proposal includes modifications to damper control sequence Option #1 as outlined per CDM Smith’s email dated 12/11/2020, and labor to repair the damper blades damaged by sequence of generator starting before dampers were allowed to be fully open.

Sales Tax @ 0.00% [N/A] 0.00
Labor Markup @ 10.00% 0.00
Material Markup @ 10.00% 0.00
Equip Markup @ 10.00% 0.00
Subcontract Markup @ 10.00% 397.57
Bond Markup @ 1% [N/A] 0.00

TOTAL PRICE:  4,373.27
TO: VICTOR GUZMAN
FROM: MIKE WAGNER
RE: WILMETTE DAMPER SEQUENCE

January 7, 2021

Dear Sir,

Attached is a proposal for the modifications, requested by the engineer, for the damper control sequence, as it relates to the generator. Their price is as follows:

- ACI $1287.00
- CMS mark up @ 10% $128.70
- CMS Labor to repair the damper blades, damaged because of the air pressure caused by the sequence being incorrect. 16 hours $160.00 $2560.00

TOTAL ADD Requested $3,975.70
Temperature Control Proposal

TO: Complete Mechanical Services
Attn: Mike Wagner
DATE: January 7, 2021
PROJECT: Wilmette Water Treatment Plant

We propose to do the work outlined to change sequence of operations to Option 1 per email from Brandon Diffenderfer dated December 11, 2020 for the following price: $1,287.00

Labor: $1,287
- Engineering $314
  - Two hours to create revised drawings per the new sequence of operations
- Technician $973
  - Eight hours to change programming to reflect new sequence of operation and verify equipment functions accordingly

Our Base Bid proposal does not include:
- Any work on overtime.
- Any items not specifically mentioned in the sequence of operations Option 1.

(IMPORTANT: This proposal incorporates by reference the terms and conditions on the reverse side hereof).

This proposal is valid until: February 21, 2020

__________________________  ____________________________
Purchaser - Company Name   APPLIED CONTROLS, INC.

__________________________  ____________________________
Name:                      Signature

__________________________  ____________________________
Title:                     Name: Brian Edwards
                          Signature

__________________________  ____________________________
Date:                      Title: Operations Manager
                          Date:
TERMS AND CONDITIONS

Applied Controls, Inc. is referred to as ACI herein:

By accepting this proposal, by signature or issuance of a purchase order, Purchaser agrees to be bound by the following terms and conditions:

1. **Attorney's Fees.** Purchaser agrees that he will pay and reimburse ACI for any and all reasonable attorneys' fees which are incurred by ACI in the collection of amounts due and payable hereunder.

2. **Changes.** No change or modification of any of the terms and conditions stated herein shall be binding upon ACI unless accepted by ACI in writing.

3. **Compliance With Laws.** ACI shall comply with all applicable federal, state and local laws and regulations and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Purchaser.

4. **Delays.** ACI shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond ACI's control, including, but not limited to, acts of God, fire, riots, labor disputes, conditions or the premises, acts or omissions of the Purchaser, Owner, or other Contractors or delays caused by suppliers or subcontractors of ACI etc.

5. **Entire Agreement.** This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.

6. **Indemnity.** The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorney's fees, which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part, by the actions, omissions or negligence of the Indemnifying Party.

7. **Insurance.** Insurance coverage in excess of ACI's standard limits will be furnished when requested and required. No credit will be given or premium paid by ACI for insurance afforded by others.

8. **Invoicing & Payments.** ACI may invoice Purchaser monthly for all materials delivered to the job site or to an off-site storage facility and for all work performed on-site and off-site. Purchaser shall pay ACI at the time purchaser signs this agreement an advance payment equal to 25% of the contract price, which advance payment shall be credited against the final payment (but not any progress payment) due hereunder and purchaser agrees to pay ACI additional amounts invoiced upon receipt of the invoice. Waivers of lien will be furnished upon request, as the work progresses, to the extent payments are received. If ACI's invoice is not paid within 30 days of its issuance, it is delinquent. ACI reserves the right to require cash payment or other alternative method of payment prior to completion of work if ACI determines, in its sole discretion, that Customer or Customer's assignee's financial condition at any time does not justify continuance of the net 30 days payment term.

9. **Liability.** ACI shall not be liable for any special, indirect or consequential damages arising in any manner from the equipment or material furnished or the work performed pursuant to this agreement, including loss of revenue, loss of use of equipment or facilities, or economic damages based on strict liability or negligence.

10. **Materials.** If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of ACI, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, ACI shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute thereof.

11. **Occupational Safety and Health.** The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act relating in any way to the project or project site.

12. **Scope Of Work.** This proposal is based upon the use of straight time labor only. Plastering, patching and painting are excluded. "In-line" duct and piping devices, including, but not limited to, valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required hereunder to be furnished by ACI shall be distributed and installed by others under ACI's supervision but at no additional cost to ACI. Purchaser agrees to provide ACI with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. ACI agrees to keep the job site clean of debris arising out of its own operations. Purchaser shall not back charge ACI for any costs or expenses without ACI's written consent.

13. **Taxes.** The price of this proposal does not include duties, sales, use, excise or other similar taxes, unless required by federal, state or local law. Purchaser shall pay, in addition to the stated price, all taxes not legally required to be paid by ACI or, alternatively, shall provide ACI with acceptable tax exemption certificates. ACI shall provide Purchaser with any tax payment certificate upon request and after completion and acceptance of the work.

14. **Warranty.** ACI warrants its installation to be free from defects in material and workmanship arising from normal usage for a period of (1) one year from installation. ACI will extend the same warranty terms and conditions, which ACI receives, from the manufacturer of said equipment. For equipment installed by ACI if Purchaser provides written notice to ACI of any such defect within thirty (30) days after the appearance or discovery of such defect, ACI shall, at its option, repair or replace the defective equipment. For equipment not installed by ACI if Purchaser returns the defective equipment to ACI within thirty (30) days after appearance or discovery of such defect, ACI shall, at its option, repair or replace the defective equipment and return said equipment to Purchaser. All transportation charges incurred in connection with the warranty for equipment not installed by ACI shall be borne by Purchaser. These warranties do not extend to any equipment which has been repaired by others, abused, altered or misused, or which has not been properly and reasonably maintained. **THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE.**
Victor,

Please forward the revised sequencing in the two options below. Note that Option 1 seems to be the simplest integration since it only requires a programming change for a timer delay on the return dampers. If this isn't a possibility, then Option 2 must be integrated where a high temperature is the command to close the return damper. We are open to a conference call with CMS’s integrator to explain these options in further detail if required.

**Option 1:**

The controls for the return dampers shall be revised such that:

- When the generator is off, the return dampers are normally open.
- When the generator is on and after 30 seconds of generator operation, the return dampers close when the space temperature is above 60°F.
- Upon loss of electric power, the return air dampers are open.

The following sequences have been revised for clarity and to describe the new sequence for the return dampers. Please revise Paragraph F on Drawing 01 (Sequence of Operation) with the following.

**F. Generator Building Intake, Exhaust, and Return Dampers**

1. All sequences are reversible except as noted.
2. Upon activation of the fire alarm system, the HVAC controls shall shut down.
3. The sequences shall apply for the respective dampers associated with each generator.
4. When the generator is off, the intake dampers shall be closed, the exhaust dampers shall be closed, and the return dampers shall be open.
5. When the generator is operating, the intake dampers shall be open, the exhaust dampers shall be open, and the space temperature controls shall be activated after 30 seconds of generator operation:
1) When the space temperature sensed by the space thermostat is below set point of 60°F (ADJ), the return air dampers shall be open.
2) When the space temperature sensed by the space thermostat is above set point of 60°F (ADJ), the return air dampers shall be closed.
6. When electric power fails, the intake dampers shall be open, the exhaust air dampers shall be open, and the return air dampers shall be open.

**Option 2:**

The controls for the return dampers shall be revised such that:

- When the generator is off, the return dampers are normally open.
- When the generator is on, the return dampers close when the space temperature is above 90°F.
- Upon loss of electric power, the return air dampers are open.

The following sequences have been revised for clarity and to describe the new sequence for the return dampers. Please revise Paragraph F on Drawing 01 (Sequence of Operation) with the following.

F. Generator Building Intake, Exhaust, and Return Dampers
1. All sequences are reversible except as noted.
2. Upon activation of the fire alarm system, the HVAC controls shall shut down.
3. The sequences shall apply for the respective dampers associated with each generator.
4. When the generator is off, the intake dampers shall be closed, the exhaust dampers shall be closed, and the return dampers shall be open.
5. When the generator is operating, the intake dampers shall be open, the exhaust dampers shall be open, and the space temperature controls shall be activated:
   1) When the space temperature sensed by the space thermostat is below set point of 90°F (ADJ), the return air dampers shall be open.
   2) When the space temperature sensed by the space thermostat is above set point of 90°F (ADJ), the return air dampers shall be closed.
6. When electric power fails, the intake dampers shall be open, the exhaust air dampers shall be open, and the return air dampers shall be open.

Thanks,
Brandon

---

From: Amorella, Tim <amorellat@wilmette.com>
Sent: Friday, December 11, 2020 11:27 AM
To: Kahn, Michael E. <kahnme@cdmsmith.com>; Victor Guzman <vguzman@ihconconstruction.com>
Cc: Pete Schwartz <pschwartz@kelso-burnett.com>; Debnar, Michael A. <debnarma@cdmsmith.com>; Diffenderfer, Brandon J. <diffenderferbj@cdmsmith.com>; Casey Knoerr <cknoerr@kelso-burnett.com>; Nabil Quafisheh <quafisheh@wilmette.com>; Christiansen, Joel <christiansenj@wilmette.com>
Subject: Wilmette WTP - Generator Building Damper Controls Follow up

Gentlemen,

Thank you for the meeting and input provided this morning to address the dampers. I can confirm from testing following the meeting the following:

1. Dampers do fail-open (spring open) upon loss of power (turned off the breaker to test); open time is 18 seconds, motor close time is 60 seconds.
2. There is one lower section of louvers that DO NOT open on the South Generator; the actuator functions but the louvers do not open, perhaps bent/damaged linkage but I cannot tell from the outside looking in.

3. The actuators for the recirculation louvers are a different model (BELIMO FSNF120 US) than those on the main dampers and have a much faster close time (rated at <15 seconds.) They may also be set up as fail (spring)-close / motor open; this would be the opposite of our desires (the product technical data sheet describes them for fail close applications.) They did not change state at all during the testing for the main dampers. Please keep this in mind when re-writing the logic commands.

Thank you all again,

Tim Amorella  
Assistant Director Water Management Department  
200 Lake Ave.  
Wilmette, IL 60091  
Phone (847) 853-7543 Fax (847) 853-7702
WORK CHANGE DIRECTIVE

No. 023

DATE OF ISSUANCE March 9, 2021 EFFECTIVE DATE March 9, 2021

OWNER: Village of Wilmette
CONTRACTOR: IHC Construction Companies.
Project: Water Plant Electrical Improvements Project
OWNER’s Contract No. 18009 ENGINEER’s Project No. 9326-229220

You are directed to proceed promptly with the following change(s):

Description:

Extend contract to cover final inspection of the fire alarm and fire sprinkler due to delays with Village contracting with monitoring company.

Purpose of Work Change Directive:

- Final inspection of the fire alarm and fire sprinkler system were postponed due to delays with the Village finalizing the contract with a monitoring company.

Attachments: (List documents supporting change)

- None.

If OWNER or CONTRACTOR believe that the above change has affected Contract Price any Claim for a Change Order based thereon will involve one or more of the following methods as defined in the Contract Documents.

Method of determining change in Contract Price:

- Unit Prices
- Lump Sum
- Cost of the Work

Estimated increase (decrease) in Contract Price: $ 0.00

If the change involves an increase, the estimated amount is not to be exceeded without further authorization.

Estimated increase (decrease) in Contract Times:
Substantial Completion 0 days;
Ready for final payment 49 days.

RECOMMENDED:
CDM Smith
ENGINEER

AUTHORIZED:
Village of Wilmette
OWNER

By Water Management Director:
REQUEST FOR BOARD ACTION

AGENDA ITEM: 3.24

Water Management Department

SUBJECT: Water Plant Electrical Improvements Project – Construction Contract

MEETING DATE: April 10, 2018

FROM: Nabil Quafisheh, Director of Water Management

BUDGET IMPACT: Contract Cost $7,343,511
                 Over/ (Under) Budget $(427,797)

Recommended Motions

Move to approve a contract in the amount not-to-exceed $7,343,511 with IHC Construction Companies LLC, Elgin, IL, for the Water Plant Electrical Improvements Project, Illinois Environmental Protection Agency (IEPA) Revolving Loan Fund Project Number L173763.

Background

The Water Plant Electrical Improvements Project was identified as a top priority in the Capital Improvements Program (CIP) of the Water Plant based on its Asset Management Plan (AMP).

The project consists of replacing critical electrical infrastructure of the water treatment plant that includes the following:

- Replacement of the main switchgear, Motor Control Centers (MCC): MCC-A1, MCC-A2 and MCC-A3
- Replacement and relocation of MCC-B and MCC-C from the 1956 building to the newly constructed electrical room
- Replacement of the two backup generators
- Construction of a new building to house the new generators.
- Construction of a small addition to the existing building to accommodate the rearrangement of the electrical room, the installation of new electrical equipment and administrative offices.
- Installation of new Variable Frequency Drive (VFD) for high lift pump #3
- Replacement of the existing VFD of high lift pump #12
- Replacement of the motor starter of the 800 HP of high lift pump #9
The water management department has applied for a low interest loan through the State Revolving Fund (SRF) program managed by the Illinois Environmental Protection Agency (IEPA); current interest rate is 1.76% through June 2018. The Project Plan was approved by the IEPA on October 17, 2017, which is an important step in securing the low interest loan. Additionally, the department has obtained a construction permit from the IEPA for this project.

**Discussion**

On March 15, 2018, bids were received from three Contractors as follows (see attachment 1):

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Base Bid</th>
<th>Option 1</th>
<th>Option 2</th>
<th>Option 3</th>
<th>Option 4</th>
<th>Option 5</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>IHC Construction Elgin, IL</td>
<td>$7,000,000</td>
<td>$129,120</td>
<td>$141,671</td>
<td>$23,220</td>
<td>$16,500</td>
<td>$33,000</td>
<td>$7,343,511</td>
</tr>
<tr>
<td>J.J. Henderson &amp; Sons Gurnee, IL</td>
<td>$7,948,000</td>
<td>$99,000</td>
<td>$83,000</td>
<td>$48,000</td>
<td>$13,000</td>
<td>$26,000</td>
<td>$8,217,000</td>
</tr>
<tr>
<td>Broadway Electric Elk Grove Village, IL</td>
<td>$7,343,000</td>
<td>$72,000</td>
<td>$52,000</td>
<td>$31,000</td>
<td>$18,000</td>
<td>$35,000</td>
<td>$7,551,000</td>
</tr>
</tbody>
</table>

Alt Bid 1: HLP 12 VFD, Alt Bid 2: HLP 9 starter, Alt Bid 3: Intelligent MCCs, Alt Bid 4: Vegetated roof generator building, Alt Bid 5: Vegetated roof admin building

In addition to the base bid, optional-bids 1 through 5 are recommended to be awarded in this contract. The optional bids were removed from the base bid as a provision in case higher than expected base bids. The Engineer’s opinion of probable construction cost for the base bid and optional bids 1-5 was $8,500,000.

As indicated above, options 4 & 5 are for vegetated roofs. The new vegetated roofs will be installed on all the new roof areas to assist in blending the new structures with their surroundings and extend the life of the roofs.

A mandatory pre-bid meeting was held on February 6, 2018. All the contractors listed above attended. The lowest bidder was IHC Construction Companies LLC for the base bid and optional bids selected as shown in the table above. The performance references provided with the bid were satisfactory and the previous projects completed by IHC were of the same scale and scope of this project.

Additionally, the Village’s Consultant Engineer prepared an evaluation of IHC’s bid (see attachment 2). It was determined that IHC has complied with the bidding requirements, including those of the IEPA SRF loan.
Therefore, staff recommends awarding the Water Plant Electrical Improvement Project to the lowest responsive, responsible bidder IHC Construction Companies LLC in the amount not-to-exceed $7,343,511.

**Illinois Environmental Protection Agency (IEPA) Low-Interest Loan**
The Village intends to use a low interest loan funded through the IEPA’s revolving low interest loan program for this project. Although the bid opened in March, the IEPA has to review the bid documentation and approve the loan prior to the Village’s award of the contract. A loan agreement with the IEPA is anticipated to be executed sometime in May or June. Upon the approval of this contract, the Village will issue an Intent to Award Notice to IHC Construction. Once the loan agreement with the IEPA has been executed, a Notice of Award will then be issued to the Contractor.

**Construction Phase**
The current projection of the construction schedule is as follows:

<table>
<thead>
<tr>
<th>Estimated Dates</th>
<th>Projected Phase</th>
</tr>
</thead>
<tbody>
<tr>
<td>2nd Q 2018</td>
<td>IEPA loan agreement execution. Equipment submittals approval process</td>
</tr>
<tr>
<td>3rd Q 2018</td>
<td>Excavation and piping</td>
</tr>
<tr>
<td>4th Q 2018</td>
<td>Generators and switchgear buildings construction</td>
</tr>
<tr>
<td>1st Q 2019</td>
<td>Piping and cabling</td>
</tr>
<tr>
<td>2nd Q 2019</td>
<td>Switchgear and Motor Control Centers (MCCs) delivery</td>
</tr>
<tr>
<td>3rd Q 2019</td>
<td>Generators delivery, equipment transfer</td>
</tr>
<tr>
<td>4th Q 2019</td>
<td>Completion of the buildings construction. Wiring and conduits work</td>
</tr>
<tr>
<td>1st Q 2020</td>
<td>Transfer of equipment</td>
</tr>
<tr>
<td>2nd Q 2020</td>
<td>Testing and punch-list completion</td>
</tr>
</tbody>
</table>

**Budget Impact**
If approved, this portion of the project will be charged as follows:

<table>
<thead>
<tr>
<th>Account Description</th>
<th>Account No.</th>
<th>2018/2019 Budget</th>
<th>Contract Amount</th>
<th>Previously Approved</th>
<th>Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Electrical Improvement Project</td>
<td>41958090-470530-80842</td>
<td>$8,400,000</td>
<td>$7,343,511</td>
<td>$628,692*</td>
<td>$427,797</td>
</tr>
</tbody>
</table>

- Previously, VB approved a contract with CDM Smith for construction management services.
Documents Attached

1. Electrical Improvements Project Bid Tabulation.
2. CDM Smith Recommendation.
## Village of Wilmette

Water Plant Electrical Improvements Project – Bid No. 17-M-0017
IEPA Loan No. L173763

**Bid Opening Date:** Thursday March 15, 2018 10:30 AM

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Bid Deposit</th>
<th>Base Bid</th>
<th>Alt Bid 1*</th>
<th>Alt Bid 2*</th>
<th>Alt Bid 3*</th>
<th>Alt Bid 4*</th>
<th>Alt Bid 5*</th>
<th>Alt Bid 6*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Joseph J Henderson &amp; Sons, Inc.</td>
<td>$7,948,000</td>
<td>$99,000</td>
<td>$83,000</td>
<td>$48,000</td>
<td>$13,000</td>
<td>$26,000</td>
<td>$130,000</td>
<td></td>
</tr>
<tr>
<td>Broadway Electric, Inc.</td>
<td>$7,343,000</td>
<td>$72,000</td>
<td>$52,000</td>
<td>$31,000</td>
<td>$18,000</td>
<td>$35,000</td>
<td>$250,000</td>
<td></td>
</tr>
<tr>
<td>IHC Construction Companies</td>
<td>$7,000,000</td>
<td>$129,120</td>
<td>$141,671</td>
<td>$23,220</td>
<td>$16,500</td>
<td>$33,000</td>
<td>$90,000</td>
<td></td>
</tr>
<tr>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
</tr>
</tbody>
</table>

- Alt Bid 1: HLP 12 VFD
- Alt Bid 2: HLP 9 starter
- Alt Bid 3: Intelligent MCCs
- Alt Bid 4: Vegetated roof generator building
- Alt Bid 5: Vegetated roof admin building
- Alt Bid 6: generator enclosure no building
March 25, 2018

Mr. Nabil Quafisheh  
Director of Water Management  
Village of Wilmette  
Wilmette Water Treatment Plant  
200 Lake Avenue, Wilmette, Illinois 60091

Subject: Wilmette Water Treatment Plant (WTP)  
Electrical Improvements Project Bid Evaluation

Dear Nabil:

Sealed bids for the referenced project were opened in a public forum on March 15, 2018 at 10:30 A.M. as advertised. Bids were received from three contractors, IHC, Broadway, and JJ Henderson. All bidders provided the required bid security in the amount of ten percent. The total base bid amounts ranged from $7,000,000 to $7,948,000. CDM Smith’s opinion of the probable construction cost of the work included in the base bid was $8,500,000.

The Village of Wilmette and CDM Smith reviewed the bids and determined that the Contractor with the low responsive, responsible bid is IHC Construction Companies, LLC. The bidder has complied with the bidding requirements, including those required by the IEPA, and the bid is less than CDM Smith’s opinion of probable construction cost for the project. Therefore, CDM Smith recommends that the Village of Wilmette award the contract for the WTP Electrical Improvements Project to IHC Construction Companies, LLC. as the low, responsive, responsible bidder, based on its total base bid amount, in accordance with the Instructions to Bidders.

As discussed with the Village, alternate bid items one thru five were accepted. Alternate bid item number six, and the optional bid items will be rejected. As such, CDM Smith recommends that the contract be in the amount of $7,343,511.

Should you have any questions or need additional information, please do not hesitate to contact us.

Sincerely,

Amrou Atassi, P.E., BCEE  
Associate  
CDM Smith Inc.

Attachments:
Bid Opening Summary Tabulation
Dun and Bradstreet Report
Village of Wilmette  
Water Treatment Plant Electrical Improvements Project

Bid Tabulation - Bids received at 10:30 am local time, Thursday, March 15, 2018

<table>
<thead>
<tr>
<th>Number</th>
<th>Bidder Name</th>
<th>1</th>
<th>2</th>
<th>3</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Base Bid</td>
<td>Alternate Bids</td>
<td>Optional Bids</td>
</tr>
<tr>
<td>1</td>
<td>IHC Construction  Companies</td>
<td>$7,000,000</td>
<td>$7,343,000</td>
<td>$7,948,000</td>
</tr>
<tr>
<td>2</td>
<td>Broadway Electric, Inc.</td>
<td>$7,343,000</td>
<td>$7,551,000</td>
<td>$8,217,000</td>
</tr>
<tr>
<td>3</td>
<td>Joseph J. Hendersons &amp; Sons</td>
<td>$7,948,000</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Bid Items</th>
<th>1</th>
<th>2</th>
<th>3</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Replacement of HLP-12 VFD</td>
<td>$129,120</td>
<td>$72,000</td>
<td>$99,000</td>
</tr>
<tr>
<td>2 Replacement of HLP-9 RVSS</td>
<td>$141,671</td>
<td>$52,000</td>
<td>$83,000</td>
</tr>
<tr>
<td>3 Provide Intelligent Motor Control Centers</td>
<td>$23,220</td>
<td>$31,000</td>
<td>$48,000</td>
</tr>
<tr>
<td>4 Provide Vegetative Roof Covering on Generator Building</td>
<td>$16,500</td>
<td>$18,000</td>
<td>$13,000</td>
</tr>
<tr>
<td>5 Provide Vegetative Roof Covering on Administration Building</td>
<td>$33,000</td>
<td>$35,000</td>
<td>$26,000</td>
</tr>
<tr>
<td>6 Provide Generator Enclosure in lieu of a Generator Building</td>
<td>$(90,000)</td>
<td>$(250,000)</td>
<td>$130,000</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Optional Bid Items</th>
<th>1</th>
<th>2</th>
<th>3</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Extended Warranties</td>
<td>$35,450</td>
<td>$24,000</td>
<td>$89,130</td>
</tr>
<tr>
<td>2 Service and Maintenance Agreements</td>
<td>$25,000</td>
<td>$40,000</td>
<td>$38,000</td>
</tr>
<tr>
<td>3 Spare Parts</td>
<td>$34,000</td>
<td>$88,000</td>
<td>$45,500</td>
</tr>
</tbody>
</table>

| Total (Base Bid & Alt. Bids 1-5 only)                                              | $7,343,511    | $7,551,000    | $8,217,000    |
## Mandatory Questions

<table>
<thead>
<tr>
<th>Question</th>
<th>IHC</th>
</tr>
</thead>
<tbody>
<tr>
<td>Did Bidder Attend Mandatory Pre-Bid?</td>
<td>Yes</td>
</tr>
<tr>
<td>Does the Bidder acknowledge receipt of addenda?</td>
<td>Yes</td>
</tr>
<tr>
<td>Is Bidder currently certified as an MBE or WBE under EPA’s DBE Program?</td>
<td>No</td>
</tr>
</tbody>
</table>

## Required Documentation

<table>
<thead>
<tr>
<th>Documentation</th>
<th>IHC</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bid Form</td>
<td>Submitted</td>
</tr>
<tr>
<td>Corporate Seal on Appropriate Forms</td>
<td>Yes</td>
</tr>
<tr>
<td>Bid Security</td>
<td>Submitted</td>
</tr>
<tr>
<td>Bidder Certification in Compliance with Article 33E to the “Criminal Code of 1961”</td>
<td>Submitted</td>
</tr>
<tr>
<td>Certification that Bidder will award no sub-agreements, including the procurement of equipment, materials, supplies and services</td>
<td>NA (see note 1)</td>
</tr>
<tr>
<td>Certification of publication or adequate evidence of proof of publication, including an actual copy of the advertisement from the Chicago Tribune newspaper</td>
<td>Submitted</td>
</tr>
<tr>
<td>List of all disadvantaged business enterprises (DBE) and non-DBEs that submitted proposals to the Bidder, along with the date of the proposal</td>
<td>Submitted</td>
</tr>
<tr>
<td>List of DBEs not being utilized and justification for non-utilization</td>
<td>Submitted</td>
</tr>
<tr>
<td>Certification that Form 6100-2 (DBE Subcontractor Participation Form) has been provided to DBE subcontractors being utilized</td>
<td>Submitted (not required)</td>
</tr>
<tr>
<td>Completed and signed Form 6100-3 (DBE Subcontractor Performance Form)</td>
<td>Submitted</td>
</tr>
<tr>
<td>Completed and signed Form 6100-4 (DBE Subcontractor Utilization Form)</td>
<td>Submitted</td>
</tr>
<tr>
<td>Certification from Bidder attesting that the Bidder has no controlling or dominating interest or conflict of interest with the DBEs that are proposed to be utilized</td>
<td>Submitted</td>
</tr>
<tr>
<td>In the instances where the Bidder does not receive any proposals from DBEs prior to the Bid opening, certification from Bidder attesting that no proposals were received</td>
<td>NA (see note 1)</td>
</tr>
<tr>
<td>Bidder Certification Regarding Use of American Iron and Steel Products</td>
<td>Submitted</td>
</tr>
<tr>
<td>Completed and signed Notice to Labor Unions or Other Organization of Workers Nondiscrimination in Employment</td>
<td>Submitted</td>
</tr>
<tr>
<td>Completed and signed Form 5700-49 (Certification Regarding Debarment, Suspension and Other Responsibility Matters)</td>
<td>Submitted</td>
</tr>
<tr>
<td>Completed and signed Certification Regarding Non-Segregated Facilities</td>
<td>Submitted</td>
</tr>
</tbody>
</table>

Notes:

1. Not required when DBE proposals are received
Live Report: IHC CONSTRUCTION COMPANIES, L.L.C.

D-U-N-S® Number: 00-779-9745
Endorsement/Billing Reference: wolfej@cdmsmith.com

D&B Address

Address: 1500 Executive Dr
Elgin, IL, US - 60123
Phone: 847 742-1516
Fax: 773-742-6610

Location Type: Headquarters
Web: www.ihcconstruction.com

Company Summary

Currency: Shown in USD unless otherwise indicated

Score Bar

<table>
<thead>
<tr>
<th>PAYDEX®</th>
<th>70</th>
<th>Paying 15 days past due</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial Credit Score Percentile</td>
<td>65</td>
<td>Moderate Risk of severe payment delinquency.</td>
</tr>
<tr>
<td>Financial Stress Score National Percentile</td>
<td>29</td>
<td>Moderate to High Risk of severe financial stress.</td>
</tr>
<tr>
<td>D&amp;B Viability Rating</td>
<td>6</td>
<td>B</td>
</tr>
<tr>
<td>Bankruptcy Found</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>D&amp;B Rating</td>
<td>1R4</td>
<td>1R indicates 10 or more Employees, Credit appraisal of 4 is limited</td>
</tr>
</tbody>
</table>

Detailed Trade Risk Insight™

Days Beyond Terms Past 3 Months

<table>
<thead>
<tr>
<th>Days Beyond Terms</th>
<th>Jan-18</th>
<th>Feb-18</th>
<th>Mar-18</th>
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</thead>
<tbody>
<tr>
<td>1 Days</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
</tbody>
</table>

Dollar-weighted average of 15 payment experiences reported from 12 Companies

Recent Derogatory Events

<table>
<thead>
<tr>
<th>Event</th>
<th>Jan-18</th>
<th>Feb-18</th>
<th>Mar-18</th>
</tr>
</thead>
<tbody>
<tr>
<td>Placed for Collection</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Bad Debt Written Off</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
</tbody>
</table>

D&B Viability Rating

Viability Score: 6
Portfolio Comparison: 8
Data Depth Indicator: B
Company Profile: G

D&B Company Overview

Financial Data | Trade Payments | Company Size | Years in Business
---|---|---|---
Not Available | Available (3+Trade) | Large | Established
This is a headquarters location

Branch(es) or Division(s) exist: Y

Manager: DWYER, WALTER P, MEMBER

Year Started: 1906

Management Control: 2002

Employees: 175 (50 Here)

Financing: SECURED

SIC: 1629, 1542

Line of business: Heavy construction, nonresidential cnstn, industrial bldg cnstn, water/ sewer/ utility cnst

NAICS: 237110

History Status: CLEAR

FirstRain Company News

This Company is not currently tracked for Company News

Powered by FirstRain

Public Filings

The following data includes both open and closed filings found in D&B's database on this company.

<table>
<thead>
<tr>
<th>Record Type</th>
<th>Number of Records</th>
<th>Most Recent Filing Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bankruptcies</td>
<td>0</td>
<td>-</td>
</tr>
<tr>
<td>Judgments</td>
<td>0</td>
<td>-</td>
</tr>
<tr>
<td>Liens</td>
<td>0</td>
<td>-</td>
</tr>
<tr>
<td>Suits</td>
<td>1</td>
<td>07/11/12</td>
</tr>
<tr>
<td>UCCs</td>
<td>2</td>
<td>12/30/08</td>
</tr>
</tbody>
</table>

The public record items contained herein may have been paid, terminated, vacated or released prior to today's date.

Predictive Scores

D&B Viability Rating Summary

The D&B Viability Rating uses D&B's proprietary analytics to compare the most predictive business risk indicators and deliver a highly reliable assessment of the probability that a company will go out of business, become dormant/inactive, or file for bankruptcy/insolvency within the next 12 months. The D&B Viability Rating is made up of 4 components:

<table>
<thead>
<tr>
<th>Viability Score</th>
<th>Lowest Risk:1</th>
<th>Highest Risk:9</th>
</tr>
</thead>
</table>

Currency: Shown in USD unless otherwise indicated
Compared to All US Businesses within the D&B Database:

- Level of Risk: Moderate Risk
- Businesses ranked 6 have a probability of becoming no longer viable: 13%
- Percentage of businesses ranked 6: 30%
- Across all US businesses, the average probability of becoming no longer viable: 14%

Portfolio Comparison

Compared to All US Businesses within the same MODEL SEGMENT:

- Model Segment: Established Trade Payments
- Level of Risk: High Risk
- Businesses ranked 8 within this model segment have a probability of becoming no longer viable: 11%
- Percentage of businesses ranked 8 with this model segment: 13%
- Within this model segment, the average probability of becoming no longer viable: 5%

Data Depth Indicator:

- Rich Firmographics
- Extensive Commercial Trading Activity
- Basic Financial Attributes

Greater data depth can increase the precision of the D&B Viability Rating assessment.

Company Profile Details:

- Financial Data: Not Available
- Trade Payments: Available (3+ Trade)
- Company Size: Large (Employees: 50+ or Sales: $500K+)
- Years in Business: Established (5+)
Water Management

Electrical Improvements Program
2018 $5,000,000 IEPA Loan
Phase I
2019 $3,400,000
Water Fund- Water Plant Facility

<table>
<thead>
<tr>
<th>Condition Rating</th>
<th>Criticality Rating</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Tier 1</td>
</tr>
<tr>
<td>2</td>
<td>Tier 1</td>
</tr>
<tr>
<td>3</td>
<td>Tier 2</td>
</tr>
<tr>
<td>4</td>
<td>Tier 2</td>
</tr>
<tr>
<td>5</td>
<td>Tier 2</td>
</tr>
</tbody>
</table>

Original Purchase Date & Cost
MCC-B & MCC-C: 1956 – part of 1956 expansion
Main Switchgear: 1986 – unknown cost
500 kW generator: 1971 – supports 9 MGD
1100 kW generator: 1998 – supports 20 MGD

Funding History
Detailed engineering design and bidding services 2017 $574,282

Project Description & Justification
2018 Construction of the generators building and addition to the water plant, delivery of the generators, switchgear and Motor Control Centers (MCCs) with some installation of equipment at a projected cost of $5,000,000
2019 Completion of the construction and installation of the electrical improvements at a projected cost of $3,400,000

The phase I of the electrical improvements program consists of the following projects:

Replacement of the main switchgear and Motor Control Centers (MCCs):
This project consists of replacing the main switchgear and MCC-A1, MCC-A2 and MCC-A3 (located in the main electrical room) with the addition of automatic transfer controls. The age of the existing equipment is approximately 30 years and is approaching the end of their effective life based on the findings of the Water Plant condition assessment study performed in 2015. If this equipment were to fail, it would cause complete water plant shut-down. Additionally, the lead time on design, procurement and installation is relatively long for such critical equipment as it could take up to 2-3 years to complete this project. Part of the cost of this project is the challenge of finding locations for the new equipment while maintaining plant operation.
**Summary of the risk assessment of this project is below:**

<table>
<thead>
<tr>
<th>Risk Score</th>
<th>Tier 5</th>
<th>Justification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Condition Rating</td>
<td>4</td>
<td>Less than 25% of useful life left</td>
</tr>
<tr>
<td>Criticality Rating</td>
<td>5</td>
<td>Will cause complete plant shutdown, long lead time</td>
</tr>
</tbody>
</table>

**Replacement of the 1956 Motor Control Centers (MCCs):**
This project consists of replacing MCC-B and MCC-C located in the 1956 building. These MCCs provide power to significant amount of equipment at the plant such wash water pumps, chemical metering pumps, recycling pumps...etc. The MCCs have exceeded their useful life and have been determined to be in poor condition due to the presence of corrosion. If either of these MCCs were to fail, it will impact enough equipment to significantly disrupt the operation. The location of these MCCs must also be evaluated due to safety concerns and climate conditions.

**Summary of the risk assessment of this project is below:**

<table>
<thead>
<tr>
<th>Risk Score</th>
<th>Tier 5</th>
<th>Justification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Condition Rating</td>
<td>4</td>
<td>Exceeded it useful life, signs of corrosion</td>
</tr>
<tr>
<td>Criticality Rating</td>
<td>5</td>
<td>Catastrophic severity level impact including potential violation of regulations</td>
</tr>
</tbody>
</table>

**Replacement of Two Backup Engine Generators:**
This project consists of replacing the two backup generators at the water plant. The water plant has two backup generators, 500 kW diesel, installed in 1971, and 1100 kW natural gas, installed in 1998. The 1100 kW generator could provide power to sustain a production rate of approximately 19 MGD of water and the 500 kW generator up to 9 MGD of water. Due to its size and the amount of water that can be produced, the 500 kW generator serves as a backup to the primary 1100 kW generator, providing power during emergency power outages.

The 500 kW generator has exceeded its life expectancy and due to age has begun to exhibit signs of wear requiring more frequent and costly repairs. Additionally, due to age, parts typically have to be custom made leading to longer periods of the generator being out of service and a higher cost of maintenance.

The 1100 kW generator is of a unique design and model that parts and qualified service technicians are becoming limited. This generator has had many breakdowns and repairs in recent time. In addition, the manufacturer of the generator has informed the Village that certain parts will need to be replaced in the coming years alongside a software upgrade. This replacement could have a substantial cost and the design of this replacement is still being investigated by the manufacturer and is not certain to be workable.
Summary of the risk assessment of this project is below:

<table>
<thead>
<tr>
<th>Risk Score</th>
<th>Tier 5</th>
<th>Justification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Condition Rating</td>
<td>4</td>
<td>The 500 kW generate has exceeded useful life. The 1100 kW has less than 25% of useful life left. Many historical maintenance needs.</td>
</tr>
<tr>
<td>Criticality Rating</td>
<td>4</td>
<td>Will cause complete plant shutdown if power is lost. Due to the redundancy and that the 500 kW generator would only provide 9 MGD rate, a criticality rating of 4 is justified.</td>
</tr>
</tbody>
</table>

Due to the limited space at the water plant, a generator building is proposed to house the two new generators and an addition to the water plant to stage the phasing of the electrical improvements. The addition will house the new switchgear, multiple MCCs and have few administrative spaces. This addition will minimize and shorten the impact on the water plant operation when taking equipment off the old switchgear and MCCs to the new ones.

The total estimated cost of this project is detailed below:

<table>
<thead>
<tr>
<th>Cost Type</th>
<th>Estimated Amount</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction Contract</td>
<td>$7,800,000</td>
<td>Includes 10% contingency and 3% escalation to 2018</td>
</tr>
<tr>
<td>Engineering Construction Services</td>
<td>$600,000</td>
<td>Preliminary Estimate</td>
</tr>
<tr>
<td>Total</td>
<td>$8,400,000</td>
<td></td>
</tr>
</tbody>
</table>

The total estimated cost will be updated late August upon the completion of the 90% design. This cost estimate includes constructing a full generators building. An alternate to reduce cost will be included in the bid document by minimizing the building to a privacy fence along Lake Avenue.

**Project Update**

In 2017, the detailed engineering design of these improvements is being performed. Bidding the project is anticipated in the fall of 2017. Additionally, an application has been submitted for an IEPA loan under the State Revolving Fund (SRF) loan program and a loan number for the project has been assigned. Once the project has been awarded, a signed agreement with the IEPA for the loan will be executed.

**Project Alternative**

The projects above could be done separately. However, it is proposed to combine them for the following reasons:

- Each of these electrical projects is very disruptive on its own to the operation of the water plant. Performing this work once, will minimize the amount of disruption in the future and the risks associated with it.
- There is an economy of scale related to combining these electrical projects. In addition to the savings due to the larger scale of the project, there will be savings associated with equipment replacement. For example, if the switchgear replacement project was done first, new breakers for the old generators must be installed to work with this new switchgear. Then, these new breakers will be replaced again when the generators are replaced.
Combining these projects will eliminate the need to purchase and replace these equipment twice in this example.

- Completing the electrical projects above prior to 2020 when North Main Utility will come on board is desirable to minimize the impact of this higher demand on operation. The lead time on these projects is long; could be up to 3 years of design, procurement and construction.

**Operating Budget Impact**

Is this purchase _____ routine or ____ non-routine?

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>NONROUTINE</td>
<td></td>
</tr>
<tr>
<td>Maintenance Costs</td>
<td>None</td>
</tr>
<tr>
<td>Personnel Costs</td>
<td>None</td>
</tr>
<tr>
<td>Training Costs</td>
<td>None</td>
</tr>
</tbody>
</table>
Meeting Date: September 28, 2021

To: Michael Braiman, Village Manager

From: Lucas Sivertsen, Business Development Coordinator

Subject: Third Quarter Business Development Update

The following memo provides an update on business development activities that have taken place over the past quarter.

Current Conditions

The current vacancy rate has improved to 8.2% from a high of 11.9% in January and 9.9% at the end of April.

Sustained leasing activity since early this year continues to reduce vacancies. Within the commercial business districts the highest vacancy rates are at Lake and Skokie (17%) where Edens Plaza and Westlake Plaza are located. All the districts have improved or maintained vacancies in the third quarter. While the vacancy rate at Lake and Skokie continues to be high, they have been able to improve rates and two additional vacancies are in the process of being filled.

200 Skokie Boulevard

As was previously reported, the former Baker’s Square site at 200 Skokie Boulevard has been purchased with the intent of opening a Murray Bros. Caddyshack restaurant on the site. Staff has been working closely with the owner’s representative to provide direction on the Village’s approval process.

The owner’s representative contacted the Village this week to discuss submittals for zoning and building permit review. If the plans submitted increase the gross floor area such that the building and covered patios would be greater than 5,000 square feet, a special use permit would be required. Some site work including repaving the parking lot
and removing overgrown landscaping is planned for late October to early November and would not need special zoning approval.

**Convention and Visitor’s Bureau Membership**

The Chicago’s North Shore Convention and Visitor’s Bureau (CNSCVB) promotes the northshore and its attractions, restaurants and retail to the neighboring communities, regional area and global tourism market. The Administration Committee has considered and recommended the Village’s membership in the CNSCVB. The Village Board is scheduled to vote on the matter at their September 28 meeting.

The Village’s membership in the bureau is supported by the Chamber of Commerce and is seen as a complement to the Chamber as they promote the Village in different ways and to different audiences. At their meeting earlier this week, the Chamber Board was very appreciative of the Village’s consideration of membership in the CNSCVB and support by the Administration Committee.

**Plaza del Lago**

The owner of Plaza del Lago, Retail Properties of American (RPAI) is merging with another real estate investment trust, Kite Realty Group Trust. The new company will be the fifth largest such company in the county. At this time, it is unclear if the merger will have any meaningful impact on Plaza del Lago. The current property managers and leasing team are still intact.

**1210 Central – Optima Verdana**

Utility disconnects have been completed and building demolition has begun at 1210 Central Avenue. The Village’s consulting engineer has been reviewing the plans and the Community Development Department is reviewing foundation and superstructure plans. During the review it was noticed several design components have changed from the Planned Unit Development approval. These modifications are being sent to the Village Board for their approval on September 28, 2021.

Optima is in process of obtaining the required permits from the Metropolitan Water Reclamation District (MWRD) before any substantial foundation work can begin.

**911 Ridge Road – Treasure Island**

The leasing agent continues to show the property to prospective tenants, however, there is no signed letter of intent for the former Treasure Island storefront. Various businesses have expressed interested in the space including independent grocery stores, and a day care center. A single tenant wishing to occupy 5,000 square feet or more would be required to receive a special use permit from the Village Board. Due to the size and configuration of the building it is likely whoever comes in will want to occupy nearly all if not all the 15,000 square feet.
**Holiday Promotions**

Staff has been meeting with the Chamber of Commerce and the Village’s marketing consultant, ASK to plan this year’s holiday promotions. Due to the continued risk of COVID-19 the focus will be on activities that encourage smaller crowds and gatherings throughout the holiday season, while planning for a more robust tree lighting ceremony than last year.

**Edens Plaza**

Newport Capital Partners, owners of Edens Plaza, are still working on attracting a tenant for their big box space vacated by Carsons department store. The owner had investigated potentially demolishing the building and constructing multiple smaller footprint storefronts as well as adding residential above the existing structure. Both options have proved to not make economic sense, therefore, the owner is focusing on finding tenants to fill the existing structure and subdividing the space depending on the user.

Plans to move Starbucks to a new outlot building directly east of the existing Starbucks is still in play, however, Newport is focusing on the entire plan for the center before moving forward with the Starbucks drive-thru. The new building would accommodate drive-thru service and expanded seating. A preliminary review of the concept plans was provided by the Appearance Review Commission at their March 1 meeting. When Newport is ready the proposal will be scheduled for review by the Zoning Board of Appeals and Appearance Review Commission.

**Recent Business Openings**

<table>
<thead>
<tr>
<th>Business</th>
<th>Address</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dental Studio of Wilmette</td>
<td>400 Linden</td>
<td>Full service dental practice</td>
</tr>
<tr>
<td>Grip Fitness</td>
<td>915 Ridge</td>
<td>Personal training gym</td>
</tr>
<tr>
<td>Krystal’s Body Shop</td>
<td>1225 Green Bay</td>
<td>Group fitness classes and personal training</td>
</tr>
<tr>
<td>YMA Taekwondo &amp; Krav Maga</td>
<td>1131 Greenleaf</td>
<td>Martial arts studio</td>
</tr>
<tr>
<td>JP Upholstery</td>
<td>1227 Green Bay</td>
<td>Upholstery sales and repair</td>
</tr>
<tr>
<td>Toni’s Barber Shop</td>
<td>1411 Lake</td>
<td>Barber</td>
</tr>
<tr>
<td>Wilmette Jewelry and Loan</td>
<td>1409 Lake</td>
<td>Pawn and repair shop</td>
</tr>
</tbody>
</table>

**Businesses Openings in Process**

<table>
<thead>
<tr>
<th>Business</th>
<th>Address</th>
<th>Type</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>Buck Russell’s</td>
<td>1135 Greenleaf</td>
<td>Bakery and full-service restaurant</td>
<td>Plan review</td>
</tr>
<tr>
<td>Murray Bros.</td>
<td>200 Skokie</td>
<td>Full-service restaurant</td>
<td>Pre-application</td>
</tr>
<tr>
<td>Luigi’s Dress Shop</td>
<td>424 Linden</td>
<td>Specialty restaurat</td>
<td>Pre-application</td>
</tr>
<tr>
<td>Saas Brow</td>
<td>3217 Lake</td>
<td>Eyebrow shaping</td>
<td>Pre-application</td>
</tr>
<tr>
<td>Business Name</td>
<td>Address</td>
<td>Industry</td>
<td>Status</td>
</tr>
<tr>
<td>--------------------</td>
<td>---------------</td>
<td>---------------------------</td>
<td>-----------------</td>
</tr>
<tr>
<td>Asian Spa</td>
<td>921 Ridge</td>
<td>Massage</td>
<td>Pre-application</td>
</tr>
<tr>
<td>Torino Ramen</td>
<td>3217 Lake</td>
<td>Carry-out restaurant</td>
<td>Pre-application</td>
</tr>
<tr>
<td>StretchLab</td>
<td>1515 Sheridan</td>
<td>Stretching and health</td>
<td>Construction</td>
</tr>
<tr>
<td>State Farm – Kevin Norful</td>
<td>141 Skokie</td>
<td>Insurance agent</td>
<td>Construction</td>
</tr>
<tr>
<td>Rosati’s Pizza</td>
<td>1515 Sheridan</td>
<td>Limited Service Restaurant</td>
<td>Construction</td>
</tr>
<tr>
<td>Local Food Hall</td>
<td>165 Green Bay</td>
<td>Limited Service Restaurant</td>
<td>Construction</td>
</tr>
<tr>
<td>Mayweather Boxing</td>
<td>3217 Lake</td>
<td>Group fitness</td>
<td>Construction</td>
</tr>
<tr>
<td>Edgebrook Periodontics</td>
<td>444 Skokie</td>
<td>Dental practice</td>
<td>Construction</td>
</tr>
<tr>
<td>Actor’s Training Center</td>
<td>1155 Wilmette</td>
<td>Art Studio</td>
<td>Ready to Open</td>
</tr>
<tr>
<td>State Farm – Nathan Sulack</td>
<td>417 Linden</td>
<td>Insurance agent</td>
<td>Ready to Open</td>
</tr>
<tr>
<td>Optimum Fitness Formula</td>
<td>123 Green Bay</td>
<td>Personal and Group Fitness</td>
<td>Ready to Open</td>
</tr>
<tr>
<td>Natural Holistic Clinic</td>
<td>901 Green Bay</td>
<td>Chinese Medicine and Wellness</td>
<td>Ready to Open</td>
</tr>
</tbody>
</table>

**Documents Attached**
1. PowerPoint Presentation
Business Development Update

• Vacancy Rates and Health of Business Districts
• New Businesses in Process
• Significant Projects
  • 200 Skokie – Murray Bros
  • Convention and Visitor’s Bureau Membership
  • Plaza del Lago ownership change
  • 1210 Central – Optima
  • 1133 Greenleaf – Buck Russell’s
  • Holiday Promotions
### Health of Business Districts

<table>
<thead>
<tr>
<th>Districts</th>
<th>Storefronts</th>
<th>% of Village</th>
<th>Vacancies</th>
<th>Vacancy Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wilmette &amp; Skokie</td>
<td>3</td>
<td>1%</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td>West Lake Avenue</td>
<td>10</td>
<td>3%</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td>Village Center</td>
<td>136</td>
<td>35%</td>
<td>9</td>
<td>7%</td>
</tr>
<tr>
<td>Skokie &amp; Old Glenview Road</td>
<td>23</td>
<td>6%</td>
<td>1</td>
<td>4%</td>
</tr>
<tr>
<td>Ridge</td>
<td>50</td>
<td>13%</td>
<td>5</td>
<td>10%</td>
</tr>
<tr>
<td>Plaza del Lago &amp; Sheridan Road</td>
<td>41</td>
<td>11%</td>
<td>4</td>
<td>10%</td>
</tr>
<tr>
<td>Linden Square</td>
<td>40</td>
<td>10%</td>
<td>2</td>
<td>5%</td>
</tr>
<tr>
<td>Lake &amp; Skokie</td>
<td>54</td>
<td>14%</td>
<td>9</td>
<td>17%</td>
</tr>
<tr>
<td>Green Bay Road</td>
<td>31</td>
<td>8%</td>
<td>4</td>
<td>13%</td>
</tr>
<tr>
<td><strong>Total Storefronts</strong></td>
<td><strong>388</strong></td>
<td><strong>100%</strong></td>
<td><strong>34</strong></td>
<td></td>
</tr>
</tbody>
</table>

- Commercial vacancy rate has improved to 8.2% from a high of 11.86% in January. (9.9% in May)
  - Village Center and Linden Square remain steady
  - Six of the nine districts have improved vacancies since spring and no districts have seen increased vacancies.
Future Wilmette Businesses

Restaurants
- Murray Bros (Bakers Square)
- Rosati’s Pizza (Plaza del Lago - Fannie May)
- Ballyhoo Hospitality (Diner on Greenleaf - Akira Sushi)
- Local Food Hall (GBR Subway)
- Torino Ramen (Westlake Plaza)
- Luigi’s Dress Shop (Linden Square)

Offices
- State Farm (Skokie & Old Glenview)
- Edgebrook Periodontics (Skokie & Wilmette)

Studios
- Mayweather Boxing (Westlake Plaza)
- Optimum Fitness Formula (Green Bay)
- Actor’s Training Studio (Village Center)

Service
- Toni’s Barbershop (Lake Avenue)
- Stretch Lab (Plaza del Lago)
- Saas Brow (eyebrow shaping and skin care)
- Dental Studio of Wilmette (Linden Square)
- Beacon Financial (Linden Square)
- Asian Spa (Ridge)
- Natural Holistic Clinic (Ridge)
Vacancy Duration

Village Center
Vacancies over 2 years:
• Imperial Motors
• 635 Green Bay (Apparel)

Ridge Road
Vacancies over 2 years:
• 348 Ridge (7-Eleven)
• 821 Ridge (She Beads)
• 911 Ridge (Treasure Island)

Plaza del Lago
Vacancies over 2 years:
• #26 (Glazed Expressions)
• #23 (Toy Store)
• #24 (Taco Lago)

Green Bay Road
Vacancies over 2 years:
• 101 Green Bay (Paint Store)
• 123 Green Bay (Piano Store)
• 135 Green Bay (Perkowitz)
Vacancy Duration

**Edens Plaza**
Vacancies over 2 years:
• 3232 Lake, #110 (Sports Authority)
• 3200 Lake (Carson’s)

**Westlake Plaza**
Vacancies over 2 years:
• 3207 Lake, 8A (A la Carte)
• 3217 Lake, 6C (Phone Store) – lease pending
• 3207 Lake, 10A (Dental)
• 3217 Lake, 8C (Gigi’s Cupcakes) – lease pending
Developments

- 200 Skokie – Murray Bros
- Convention and Visitor’s Bureau
- Plaza del Lago
- 1210 Central – Optima
- 1133 Greenleaf – Buck Russell’s
- Holiday Promotions
  - Tree Lighting and Holiday Happenings
  - Games & Promotions through season
At the July 27, 2021 Village Board meeting, the Board voted 5 – 2 to direct staff to prepare an ordinance amending the Village Code to permit the sale of adult-use recreational cannabis in the PCD-1 zoning district (Edens Plaza) as a special use and with applicable regulations. The ordinance will also terminate the existing moratorium in place on the operation of a Dispensing Organization (also referred to as a cannabis dispensary).

**Recommended Motion**

Move to introduce and subsequently adopt Ordinance No. 2021-O-56: An Ordinance Amending the Village Code to Allow a Dispensing Organization as a Special Use in the PCD-1 Zoning District.

**Background**

In June 2019 Governor Pritzker signed the Cannabis Regulation and Tax Act ("the Act") permitting the sale of adult-use recreational cannabis across Illinois. The Act provided municipalities with the ability to either prohibit cannabis dispensaries or allow them with certain regulations as determined by the municipality. In October 2019 the Village implemented a moratorium on recreational cannabis dispensaries (also referred to as Dispensing Organizations) to allow time to study the issue and solicit public input. This moratorium was extended in June 2021 and the moratorium is currently in place through December 31, 2021.

On November 3, 2020 the Village conducted an advisory referendum; 56% of Wilmette voters supported the retail sale of recreational cannabis in Wilmette and 44% opposed such sales. Subsequently, on February 4, 2021 the Village Board referred the matter to the Land Use Committee (LUC) sitting as a Special Zoning Committee to review potential zoning districts...
suitable for a dispensary and the related regulations if a dispensary were to be an authorized use in that zoning district.

The LUC met twice, in February and June, to discuss if any of the Village’s business districts would be an appropriate location for a recreational cannabis dispensary. The LUC found that Edens Plaza would be the most appropriate location for a recreational cannabis dispensary and that a Special Use permit, along with other regulations of general applicability to any dispensary, is recommended. Edens Plaza was identified as the most appropriate location as it best met the following criteria established by the LUC:

- Residential – Not adjacent to any residential properties
- Traffic – On major thoroughfares thereby limiting the traffic impact on residential streets; for purposes of the analysis roads identified as major streets were utilized
- Parking – Sufficient off-street parking
- Schools – Not located in close proximity to schools; for purposes of the analysis the Village’s school walking route map helped determine suitable locations

The LUC report was presented to the Village Board on July 27, 2021, at which time the Village Board took an informal vote directing staff to prepare an ordinance permitting the sale of adult-use recreational cannabis, as a Special Use, at Edens Plaza.

Throughout the aforementioned process, the Village has conducted extensive public outreach to ensure that members of the community had multiple opportunities to provide feedback to help inform the Board’s deliberations.

**Discussion**

Ordinance #2021-O-56 would permit the sale of adult-use recreational cannabis in the PCD-1 (Edens Plaza) zoning district with the regulations as recommended by the LUC and concurred with by the Village Board.

The following regulations are contained in the proposed Ordinance:

- Categorize Dispensing Organizations as a Special Use which would ensure a Dispensing Organization is subject to both Zoning Board of Appeals and Village Board review and approval; regulations to be addressed through the Special Use process include but are not limited to:
  - Size of the facility
  - Hours of operation
  - Parking
  - Lighting
  - Signage
  - Operational components such as location of security and customer queuing (can be required to be inside), location of deliveries, location of vault, etc.

- General regulations which would automatically apply to any recreational dispensary:
  - Limit the number of dispensaries to one
  - Prohibit on-site consumption of cannabis
  - Require submittal of a security plan to the Police Department
o Require submittal of a queuing plan for customers
o Require all waste to be stored inside the facility or in an exterior garbage enclosure which is appropriate as determined by the Village Board during the Special Use process
o Require compliance with all laws
o Ensure that misconduct of employees is considered misconduct of the dispensary
  ▪ Fines for violation of the Special Use permit would be a minimum of $500 and maximum of $7,500 (this is 10 times the fine amount for general code violations)
  ▪ Allow for the Village to suspend a Special Use permit if violations of the permit persist

Next Steps
If the Village Board adopts Ordinance #2021-O-56 on September 28, 2021, adult-use recreational cannabis dispensaries will become a Special Use in the PCD-1 (Edens Plaza) zoning district. At this time, applicants would be eligible to submit a Special Use application to locate a dispensary at Edens Plaza (the applicant must have a cannabis dispensary license from the State of Illinois and a signed lease with the owners of Edens Plaza). Such an application would require public notice via USPS mail to all properties with 250’ of Edens Plaza. The public notice would inform property owners of a scheduled public hearing before the Zoning Board of Appeals (ZBA). The ZBA would consider the matter and make a recommendation to the Village Board who has final authority to either approve or deny a special use application.

Following adoption of the Ordinance, a technical correction to the Village Code will be necessary to change the authorized zoning location for medical cannabis dispensaries from the Green Bay Road corridor to PCD-1 (Edens Plaza). This matter would come before the Land Use Committee and Village Board later this year.

Documents Attached
1. Public Comment Emails (For 9/14 Meeting)
2. Ordinance #2021-O-56
4. Link to all previous memoranda/reports/attachments on recreational cannabis
Dear Village Board,

I am a 67 year old resident of Wilmette for close to 33 years. I have not personally used recreational cannabis for many decades, nor do I think I ever will. But I do support a Village ordinance that would permit the sale of recreational cannabis anywhere in Wilmette, including Edens Plaza.

Thank you for considering my opinion.

Ron Meyer
610 8th St.
We support the village of Wilmette Adult-Use Cannabis Ordinance for the special use permit at Edens Plaza. We don’t plan on using the facility ourselves but we believe it’s important as an additional stream of revenue for the village; we currently allow the sale of tobacco products and alcohol within the village, and products for the recreational and medicinal use of cannabis should be allowed to be sold as well.

Regards,
Thomas Jones & Michael Tyllas
1500 Sheridan Road
Wilmette, IL

Sent from my iPhone
Fantastic idea to off set property taxes and to fill long vacant property in west Wilmette.

Jean Marie DeLio
I am in strong support of making this happen.
What a wonderful way to underwrite mixed income housing for the Village.

Stephen C Duck MD
456 Highcrest Drive
Wilmette, IL 60091-2358

Mobile: 847-275-0036
scduck@gmail.com
ORDINANCE NO. 2021-O-56

AN ORDINANCE AMENDING THE ZONING CODE TO ALLOW A DISPENSING ORGANIZATION AS A SPECIAL USE IN THE PCD-1 ZONING DISTRICT

WHEREAS, the Village of Wilmette, Cook County, Illinois (hereinafter the “Village”), is a home rule municipal corporation as provided in Article VII, Section 6 of the 1970 Constitution of the State of Illinois and, pursuant to said constitutional authority, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, pursuant to the Illinois Cannabis Regulation and Tax Act (410 ILCS 705/1-1 et. seq.) (“Act”), which took effect on January 1, 2020, individuals over the age of 21 will be allowed to lawfully possess and consume cannabis; and

WHEREAS, pursuant to the Act, the Village may allow, prohibit or otherwise limit, the location of Cannabis Business Establishments within the Village’s corporate boundaries; and

WHEREAS, the Village adopted Ordinance 2019-O-63 on October 22, 2019 which amended existing regulations to conform to the Act, imposed a moratorium on any applications made for the placement of all Cannabis Business Establishments, including Dispensing Organizations (also commonly referred to as a cannabis dispensary), to be located within the Village until June 30, 2021, among other things; and

WHEREAS, the Village adopted Ordinance 2021-O-21 on June 22, 2021, which extended the moratorium on any applications made for the placement of all Cannabis Business Establishments, including Dispensing Organizations (also commonly referred to as a cannabis dispensary), to be located within the Village until December 31, 2021, and
WHEREAS, the Village Board placed an advisory referendum on the November 2020 election ballot regarding the legal sale of cannabis within the Village; and

WHEREAS, the said advisory referendum results were 56% of the voters supported the retail sale of recreational cannabis in Wilmette and 44% opposed such sales; and

WHEREAS, since the referendum results, the Village Board’s Land Use Committee continued to evaluate the appropriate zoning district(s) and regulations to be imposed if a Dispensing Organization were to be authorized as a use within the Village; and

WHEREAS, the Village held a public hearing on June 29, 2021, before the Land Use Committee sitting as a Special Zoning Committee; and

WHEREAS, at the conclusion of the public hearing, the Land Use Committee unanimously recommended authorizing a Dispensing Organization to be classified as a special use in the PCD-1 district and recommended certain regulations be imposed for a Dispensing Organization; and

WHEREAS, the Village Board is not authorizing any other type of Cannabis Business Establishment, except one Dispensing Organization that may be located in the PCD-1 district and

WHEREAS, the Village Board finds based upon the uniqueness of a Dispensing Operation’s use, the review of a Dispensing Organization’s special use application will require a more intensive review from additional departments of the Village than the average special use application; and

WHEREAS, the Village Board finds that enforcement of any violations of a Dispensing Organization’s special use permit may require additional remedies than just the General Penalty fine amounts of not less than $50 and not more than $750 for each violation; and
WHEREAS, certain technical amendments to the provisions of Ordinance 2019-O-63 are necessary to properly implement the allowance of a Dispensing Operation to operate within the Village;

WHEREAS, the Village Board carefully reviewed and considered the impacts that recreational cannabis-related uses have on the public health, safety, comfort, morals and welfare; and

WHEREAS, upon the adoption of this ordinance, the moratorium otherwise imposed on all Cannabis Business Establishments shall terminate; and

WHEREAS, except where this ordinance expressly amends Ordinance 2019-O-63, the provisions of Ordinance 2019-O-63 shall remain in full force and effect; and

WHEREAS, the Village Board finds that the below amendments promote the public health, safety, morals and welfare, and are otherwise in the public interest.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES of the Village of Wilmette, Cook County, Illinois, in the exercise of its home rule power as follows:

SECTION 1: The foregoing findings and recitals, and each of them, are hereby adopted as Section 1 of this Ordinance and are incorporated by reference as if set forth verbatim herein.

SECTION 2: The Wilmette Village Code, as amended, is further amended in Section 12-351 “Offense”, by deleting the text of said Section 12-351 shown in strikethrough type below and inserting the new text shown in underlined bold type below in the manner and form shown below so that said Section 12-351 shall hereafter read as follows:

Sec. 12-351. - Offense.

(a) It shall be unlawful for any person to grow, possess, sell, give away, barter, deliver, exchange, distribute, or administer any marijuana cannabis in the village, except when the
growth, possession, sale, delivery or distribution of cannabis is done so in compliance with the
Compassionate Use of Medical Cannabis Pilot Program Act, 410 ILCS 130/1 et. seq or when
the home growth of cannabis is performed pursuant to Section 10-5 (b) of the Cannabis
Regulation and Tax Act, 410 ILCS 705/10-5(b), or possession of cannabis is done so in
compliance with the Cannabis Regulation and Tax Act, 410 ILCS 705/1-1 et. seq.

(b) It shall be unlawful for any retail establishment or individual similar use, to sell
Cannabis in the village, even except for when such sales take place at a Dispensing
Organization that is licensed by the State of the Illinois under the Cannabis Regulation and
Tax Act 410 ILCS 705/1-1 et. seq., and is otherwise authorized to operate pursuant to the
Village Code, to sell Cannabis at retail in the village. All sales of cannabis shall be made in
compliance with the Cannabis Regulation and Tax Act, 410 ILCS 705/1-1 et. seq. or the
Compassionate Use of Medical Cannabis Pilot Program Act, 410 ILCS 130/1 et. seq.

SECTION 3: The Wilmette Village Code, as amended, is further amended in Section 12-
379 “Public Nuisance”, by deleting the text of said Section 12-379 shown in strikethrough type
below and inserting the new text shown in underlined bold type below in the manner and form
shown below so that said Section 12-379 shall hereafter read as follows:

Sec. 12-379. - Public nuisance.

Any store, place or premises from which or in which any item of drug paraphernalia is kept for
sale, offered for sale, sold or delivered for any commercial consideration is declared to be a
public nuisance, except when such sale is done in compliance with the Compassionate Use of
Medical Cannabis Pilot Program Act, 410 ILCS 130/1 et. seq. or with the Cannabis
Regulation and Tax Act, 410 ILCS 705/1-1 et. seq. It shall be unlawful for any retail
establishment or similar use, even when licensed by the State of the Illinois under the Cannabis
Regulation and Tax Act 410 ILCS 705/1-1 et. seq., to sell drug paraphernalia at retail in the
village.

SECTION 4: The Wilmette Village Code, as amended, is further amended in Section 12-
516(i) “Smoking prohibited in public places and places of employment and government vehicles”,
by deleting the text of said Section 12-516(i) shown in strikethrough type below and inserting the
new text shown in underlined bold type below in the manner and form shown below so that said
Section 12-516(i) shall hereafter read as follows:
(i) It shall be unlawful for any person to smoke or otherwise consume or use cannabis in any Public Place, including a licensed Dispensing Organization.

“Public Place,” for purposes of cannabis consumption, shall also have the same meaning as defined by the Cannabis Regulation and Tax Act, as amended. Public Place which means any place where a person could reasonably be expected to be observed by others. "Public place" includes all parts of buildings owned in whole or in part, or leased, by the State or a unit of local government. Public place includes all areas in a park, recreation area, wildlife area, or playground owned in whole or in part, leased, or managed by the State or a unit of local government. “Public place” includes all areas in a park, recreation area, wildlife area, or playground owned in whole or in part, leased, or managed by the State or a unit of local government. “Public Place” shall also include a Retail Tobacco Store or Dispensing Organization. Cannabis business establishments. “Public place” shall also mean any place or location also defined as a “Public Place” in this Article.

"Public place" does not include a private residence unless the private residence is used to provide licensed child care, foster care, or other similar social service care on the premises.

SECTION 5: The Wilmette Village Code, as amended, is further amended in Section 30-11.2 “Permitted and special uses,” Table 11-1 “Planned Commercial Development District Permitted and Special Use,” so that said table shall be amended by inserting the new text shown in underlined bold type below in the manner and form shown below as follows:

Sec. 30-11.2. Permitted and special uses.

Table 11-1: Planned Commercial Development District Permitted and Special Uses lists permitted and special uses for the planned commercial development district. A "P" indicates a permitted use within that district. An "S" indicates a special use in that district and must obtain a special use permit as required in Section 30-5.3 (Special Use). No letter (i.e., a blank space), or the absence of the use from the table, indicates that use is not permitted within that district.

<table>
<thead>
<tr>
<th>VILLAGE OF WILMETTE, ILLINOIS</th>
</tr>
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<tbody>
<tr>
<td>TABLE 11-1: PLANNED COMMERCIAL DEVELOPMENT DISTRICT PERMITTED AND SPECIAL USES</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>USE</th>
<th>DISTRICT</th>
<th>USE STANDARDS</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>PCD-1</td>
<td>PCD-2</td>
</tr>
<tr>
<td>Edens</td>
<td>All</td>
<td>Arcade Only</td>
</tr>
<tr>
<td>RESIDENTIAL USES</td>
<td></td>
<td></td>
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<tr>
<td>Dwelling, Above The Ground</td>
<td>S</td>
<td></td>
</tr>
<tr>
<td>Floor</td>
<td>INSTITUTIONAL USES</td>
<td>COMMERCIAL USES</td>
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<tr>
<td></td>
<td>Cultural Facility</td>
<td>Recreation Center</td>
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<td>S</td>
<td>S</td>
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<tr>
<td>Floor</td>
<td>Art Gallery</td>
<td>Art Studio</td>
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<td></td>
<td>P</td>
<td>P</td>
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<tr>
<td>Floor</td>
<td>Art Studio, Ground Floor, (1)</td>
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<td></td>
<td>S</td>
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<tr>
<td>Floor</td>
<td>Convenience Mart</td>
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<td>S</td>
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<tr>
<td>Dispensing Organization (2)</td>
<td>S</td>
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</tr>
<tr>
<td>Floor</td>
<td>Drive-Through Facility</td>
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<td></td>
<td>S</td>
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<tr>
<td>Floor</td>
<td>Financial Institution</td>
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<tr>
<td>Floor</td>
<td>Health Club</td>
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<td>S</td>
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<tr>
<td>Floor</td>
<td>Hotel</td>
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<td>S</td>
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<tr>
<td>Floor</td>
<td>Indoor Amusement Facility</td>
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<td></td>
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<tr>
<td>Floor</td>
<td>Live Performance Venue</td>
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<td>S</td>
<td>S</td>
</tr>
<tr>
<td>Floor</td>
<td>Medical/Dental Clinic, Small, Above the Ground Floor</td>
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<td></td>
<td>P</td>
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<tr>
<td>Floor</td>
<td>Medical/Dental Clinic, Small, Ground Floor, (1)</td>
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<tr>
<td>Floor</td>
<td>Medical/Dental Clinic, Large</td>
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<tr>
<td>Floor</td>
<td>Medical/Dental Clinic, Large, Above the Ground Floor</td>
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<td>S</td>
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<tr>
<td>Floor</td>
<td>Office, Above The Ground Floor</td>
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<tr>
<td>Floor</td>
<td>Office</td>
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<tr>
<td>Floor</td>
<td>Outdoor Dining</td>
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<tr>
<td>Floor</td>
<td>Personal Service Establishment</td>
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<tr>
<td>Floor</td>
<td>Personal Service Establishment, Above the Ground Floor</td>
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<tr>
<td>Floor</td>
<td>Personal Service Establishment, Ground Floor, (1)</td>
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<td>S</td>
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</tr>
<tr>
<td>Floor</td>
<td>Restaurant, Carry-Out/Delivery</td>
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<td>S</td>
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</tr>
<tr>
<td>Floor</td>
<td>Restaurant, Full Service</td>
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<tr>
<td>Floor</td>
<td>Restaurant, Limited Service</td>
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<td>S</td>
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<tr>
<td>Floor</td>
<td>Restaurant, Specialty</td>
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<tr>
<td>Floor</td>
<td>Retail Goods Establishment</td>
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<td></td>
<td>S</td>
<td>P</td>
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<tr>
<td>Floor</td>
<td>Retail Goods Establishment - PCD-1</td>
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<td>S</td>
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<tr>
<td>Floor</td>
<td>Car-Sharing Spaces (Accessory Use)</td>
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</tbody>
</table>

Sections: Sec. 12.3.C, Sec. 12.3.F, Sec. 12.3.S, Sec. 12.3.W, Sec. 12.3.B, Sec. 12.3.DD
Notes

(1) Up to 47,000 square feet of the total ground floor commercial tenant space of the PCD-1 District may be used by non-retail/non-restaurant uses as a Permitted Use. Any non-retail/non-restaurant use shall be considered a Special Use if the PCD-1 District's total ground floor occupancy consists of greater than 47,000 square feet of non-retail/non-restaurant uses.

(2) Not more than one special use shall be issued or outstanding at any one time for a dispensing organization to be located in the Village.

SECTION 4: The Wilmette Village Code, as amended, is further amended in Section 30-12.3 “Use Standards” by adding new Subsection 20-12.3(dd) “Dispensing Organizations” in the manner and form shown below so that said Section 20-12.3(dd) shall hereafter read as follows:

(dd) Dispensing Organization

(1) Purpose. The purpose of this Section is to establish additional zoning regulations, standards, and procedures for the use of a Dispensing Organization that is authorized by the Cannabis Regulation and Tax Act (410 ILCS 705/1-1 et. seq.) (“Act”). A Dispensing Organization shall comply with all provisions of the Village Code. Should any provisions of the Village Code conflict with the provisions of this Section, the provisions of this Section shall control.

(2) Application. In addition to the requirements set forth in Appendix A relating to applications for special use permits, an application for a special use permit to operate a Dispensing Organization must include the following information, documentation, and payment of fees:

a. The legal name and trade name of the proposed Dispensing Organization.
b. The commonly-known address of the proposed Dispensing Organization.
c. The legal name of the applicant.
d. The address, telephone number and e-mail address of the applicant and the applicant’s principal place of business.
e. The legal names, addresses, telephone numbers, and e-mail addresses of:
i. All business entities, sole proprietors, and any other entity or individual with a financial interest in the proposed Dispensary Organization.

ii. The dates of birth and social security numbers of any officer, director, partner, manager and owners of the business entity or any other entity provided and for all sole proprietors and other individuals provided.

iii. All business entities must provide the organization and operating documents of the business entity, which includes partnership agreements, joint venture agreements, articles of organization, operating agreements, articles of incorporation.

f. A copy of a business plan for the proposed Dispensing Organization that includes a description of the products and services that will be offered.

g. An application shall contain the following information in regard to the use of the land and the proposed or existing buildings and structure where the Dispensing Organization is proposed to be sited:

i. Proof of ownership of the property where the Dispensing Organization is proposed to be sited. If the applicant does not own the property, a lease or other document stating the applicant's right to use the property for the proposed purpose.

ii. Copies of all covenants, grants of easements and other limitations or restrictions existing, or to be imposed upon, the use of the subject property's land, buildings, or other structures.

iii. Copy of a preliminary title insurance commitment.

iv. A plat of survey, which shall include a legal description, of the subject property.

v. Floor plans and elevations of the buildings or other structures. Such plans shall show building character, materials, and colors.

vi. A comprehensive site plan, showing the square footage of each component of the Dispensing Organization, including but not limited to, areas of public access, storage areas, vault area, loading zones, garbage and refuse areas. The site plan shall also depict, if applicable and without limitation: streets, traffic direction, sidewalks, trees, alleys, property lines, buildings, parking areas and total number of parking spaces (both below and above grade) and handicapped parking spaces, fences, exterior walled areas, garages, vehicle delivery access doors, hangars, security features, garbage enclosure areas and outdoor areas.

vii. Calculation of lot coverage of buildings and structures.

viii. Floor area of buildings and structures.

ix. A copy of the security plan as required by the Act.
x. **A landscape plan.**

xi. **A lighting plan.**

xii. **A signage and advertising plan.**

xiii. **Any information that may be required by the Zoning Administrator to assist in determining the potential impact of the proposed development on existing emergency response services.**

h. **Traffic analysis performed by a qualified traffic engineer within the twelve (12) months prior to the public hearing on such an application.**

i. **A queuing plan showing customer overflow inside and outside the building and structures.**

j. **A preliminary development schedule for the project.**

k. **Any other information or documentation that the Zoning Administrator determines is necessary to consider the application for special use.**

l. **A non-refundable fee of $3,940.00 shall paid at the time of the submittal of the application.**

(3) **Operational Standards.** The establishment, development, and operation of a Dispensing Organization must comply with all conditions and restrictions set forth in the ordinance granting the special use permit for such use and with the following standards and requirements:

a. **A Dispensing Organization shall comply with all laws, including the Act and rules promulgated under the Act.**

b. **A Dispensing Organization may only operate during the hours as provided as a condition to a special use permit.**

c. **A Dispensing Organization is prohibited from operating, including conducting any sales or distribution of cannabis, other than authorized by the Act and as licensed.** A Dispensing Organization shall have all required state issued licenses authorizing the sale of cannabis, in good standing at all times. Any suspension or revocation of such a license by the State of Illinois shall be deemed a suspension or revocation of the special use permit.

d. **A Dispensing Organization is prohibited from selling alcoholic liquor, except for tinctures as defined and as authorized by the Act.**

e. **A Dispensing Organization shall dispose of all cannabis waste in accord with the Act.** All cannabis waste and other refuse shall be disposed of in commercial-type refuse containers with suitable lids. Such containers shall be located within areas of the fully-enclosed building, with operable doors closed and locked at all times other than during loading and unloading. A special use permit may allow for such cannabis waste and other refuse to be located in an exterior garbage enclosure area that is otherwise secured with operable doors closed and locked at all times other than during loading and unloading. An applicant making a request to have an exterior garbage
enclosure shall address all requirements of the Village Code in regards to such enclosures as well as any safety and security concerns of having such waste not fully enclosed in a locked and secured building.

f. A Dispensing Organization shall comply and timely pay all local taxes, including without limitation, the Village’s Cannabis Retailers’ Occupation Tax and Municipal Retailers’ Occupation Tax.

g. A copy of the approved security plan and any approved amendments to the security plan shall be submitted to the Police Chief within five (5) days of the state’s approval of the security plan or any amendments to the security plan.

(4) Consumption of cannabis on Premises Prohibition. The consumption of cannabis upon the premises is prohibited. It shall be unlawful for any person to knowingly permit or to knowingly or negligently fail to immediately prevent or stop, on business premises under his or her control, the consumption of any cannabis by an individual.

(5) Violation.

a. Any violation of the provisions provided in this Section 30-12.3(dd) shall be deemed an ordinance violation and may be subject to administrative adjudication as provided for in this Code. Each day that any violation of any provision of this Subsection DD or any ordinance shall continue, shall constitute a separate offense.

b. Every act or omission constituting a violation of any of the provisions of this Section 30-12.3(dd), by any officer, director, manager, agent, or employee of any cannabis business establishment shall be deemed and held to be the act of such employer or owner and the employer or owner shall be subject to punishment in the same manner as if the act or omission had been done or omitted by them personally.

c. The Administrative Hearing Officer may revoke or suspend up to 30 days any special use permit authorizing a Dispensing Organization to operate in the Village if the Administrative Hearing Officer determines the licensee has violated any of the provisions of this Section 30-12.3(dd) or any provisions of the Village Code. In addition to any such suspension or revocation, or in lieu of suspension or revocation as the case may be, the Administrative Hearing Officer may levy a fine on the licensee for such violations. Such violations may be punished by a fine of not less than $500.00 and not exceeding $7,500.00 for each such offense.

d. Nothing herein shall prevent the Village from proceeding against a licensee in the Circuit Court in lieu of administrative adjudication proceeding.

e. Nothing herein shall prevent the Village from simultaneously requesting and supporting a State of Illinois investigation or proceeding against the Dispensing Organization for a violation of any provisions of the Act.
SECTION 5: The Wilmette Village Code, as amended, is further amended in Section 30-14.9 “Required off-street parking spaces,” Table 14-1 “Off-Street Parking Requirements,” so that said table shall be amended by deleting the text of said Table 14-1 shown in strikethrough type below and inserting the new text shown in underlined bold type below in the manner and form shown below as follows:

Sec. 30-14.9. Required off-street parking spaces.

(a) For multi-tenant commercial developments, parking requirements shall be calculated as three (3) required spaces per one thousand (1,000) square feet of gross leasable area, and not by individual uses.

(b) Table 14-1: Off-Street Parking Requirements and Table 14-2: Off-Street Parking Requirements for the Village Center list the minimum number of off-street parking spaces to be provided for a use when [section] 20-14.9.(a) above does not apply. In some cases, uses that are considered part of a generic use category are listed with specific parking requirements. Certain uses listed within the districts do not have parking requirements and are not listed in Table 14-1 or Table 14-2.

(c) In the VC and NR-1 Districts, uses located in structures erected prior to the effective date of this Ordinance are exempt from the parking requirements of Table 14-1 and Table 14-2, with the exception of any large medical clinics and residential dwellings. However, where there are existing parking spaces in the VC and NR-1 Districts, such spaces must be maintained unless the same number of spaces is provided elsewhere in accordance with all requirements of this Article.

(d) In the VC and NR-1 Districts, on-street parking spaces located along the front or side property line may be counted toward required off-street parking spaces for commercial uses. At least fifty percent (50%) of the width of an on-street parking space must be located along the property line of the property under consideration in order to count toward off-street parking requirements. In a multi-tenant structure, all commercial tenants may utilize this provision.

(e) In the VC District, in no case shall the provided off-street vehicular parking exceed ten percent (10%) more than the required minimum, except in the case of residential uses.

(f) Public Parking Credit. For all non-residential uses, public off-street parking spaces located within five hundred (500) feet of any property line may be credited against the parking requirement at a rate of one (1) credit for every three (3) public parking spaces. Public commuter parking spaces are excluded from this credit.

VILLAGE OF WILMETTE, ILLINOIS

TABLE 14-1: OFF-STREET PARKING REQUIREMENTS

<table>
<thead>
<tr>
<th>USE</th>
<th>PARKING REQUIREMENT</th>
</tr>
</thead>
</table>

11
## RESIDENTIAL USES

<table>
<thead>
<tr>
<th>Use</th>
<th>Per_dwelling_unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accessory Living Unit</td>
<td>1 per dwelling unit</td>
</tr>
<tr>
<td>Dwelling, Above the Ground Floor</td>
<td>1.5 per dwelling unit</td>
</tr>
<tr>
<td>Dwelling, Single-Family</td>
<td>2 per dwelling unit</td>
</tr>
<tr>
<td>Dwelling, Two-Unit</td>
<td>2 per dwelling unit</td>
</tr>
<tr>
<td>Dwelling, Townhouse/Stacked Flat</td>
<td>2 per dwelling unit</td>
</tr>
<tr>
<td>Dwelling, Multi-Family</td>
<td>2 per dwelling unit</td>
</tr>
<tr>
<td>Adaptive Reuse Senior Housing/55+</td>
<td>1 per dwelling unit</td>
</tr>
<tr>
<td>Group Home</td>
<td>0.25 per resident + 1 per employee</td>
</tr>
<tr>
<td>Residential Care Facility</td>
<td>1 per 2 employees plus 0.5 per dwelling unit</td>
</tr>
</tbody>
</table>

## INSTITUTIONAL USES

<table>
<thead>
<tr>
<th>Use</th>
<th>Per_GFA</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cultural Facility</td>
<td>2 per 1,000 s.f. GFA</td>
</tr>
<tr>
<td>Day Care Center, Adult or Child</td>
<td>3 per 1,000 s.f. GFA</td>
</tr>
<tr>
<td>Educational Facility, College</td>
<td>1 per 2 students (based on maximum enrollment) + 1 per classroom</td>
</tr>
<tr>
<td>Educational Facility, Primary</td>
<td>1 per classroom</td>
</tr>
<tr>
<td>Educational Facility, Secondary</td>
<td>1 per 5 students (based on maximum enrollment) + 1 per classroom</td>
</tr>
<tr>
<td>Educational Facility, Vocational</td>
<td>1 per 2 students (based on maximum enrollment) + 1 per classroom</td>
</tr>
<tr>
<td>Government Facility</td>
<td>3 per 1,000 s.f. GFA</td>
</tr>
<tr>
<td>Golf Course</td>
<td>10 per hole + 1/tee for driving range</td>
</tr>
<tr>
<td>Place of Worship</td>
<td>1 per 4 seats + 2 per 1,000 s.f. of residential living area if convent or rectory attached</td>
</tr>
<tr>
<td>Engineering and Public Works/Safety Facility</td>
<td>2 per 1,000 s.f. GFA</td>
</tr>
<tr>
<td>Recreation Center</td>
<td>1 per 75 s.f. of water area of a swimming pool, 2 per racquet court, 1 per 3 seats of a theater, 3 per 1,000 s.f. of other indoor space</td>
</tr>
<tr>
<td>Social Club or Lodge</td>
<td>2 per 1,000 s.f. GFA</td>
</tr>
</tbody>
</table>

## COMMERCIAL USES

<table>
<thead>
<tr>
<th>Use</th>
<th>Per_GFA</th>
</tr>
</thead>
<tbody>
<tr>
<td>Animal Hospital</td>
<td>5 per 1,000 s.f. GFA</td>
</tr>
<tr>
<td>Art Gallery</td>
<td>1 per 1,000 s.f. GFA</td>
</tr>
<tr>
<td>Art Studio</td>
<td>1 per 1,000 s.f. GFA</td>
</tr>
<tr>
<td>Brew Pub</td>
<td>3 per 1,000 s.f. GFA</td>
</tr>
<tr>
<td>Broadcast Studio</td>
<td>2 per 1,000 s.f. GFA</td>
</tr>
<tr>
<td>Car Wash</td>
<td>2 per bay</td>
</tr>
<tr>
<td>Convenience Mart</td>
<td>6 per 1,000 s.f. GFA</td>
</tr>
<tr>
<td>Craft Brewery/Distillery</td>
<td>0.5 per employee + 3 per 1,000 s.f. of tasting room</td>
</tr>
</tbody>
</table>

**Dispensing Organizations**

<table>
<thead>
<tr>
<th>Use</th>
<th>Per_GFA</th>
</tr>
</thead>
<tbody>
<tr>
<td>Financial Institution</td>
<td>3 per 1,000 s.f. GFA</td>
</tr>
<tr>
<td>Funeral Home</td>
<td>5 per 1,000 s.f. GFA</td>
</tr>
<tr>
<td>Garden Center</td>
<td>2 per 1,000 s.f. GFA + 2 per 1,000 s.f. of outdoor display and sales area</td>
</tr>
</tbody>
</table>

---
<table>
<thead>
<tr>
<th>Establishment Type</th>
<th>Capacity/Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gas Station</td>
<td>2 per station + 2 per service bay</td>
</tr>
<tr>
<td>Heavy Retail, Rental and Service</td>
<td>2 per 1,000 s.f.</td>
</tr>
<tr>
<td>Health Club</td>
<td>3 per 1,000 s.f. GFA</td>
</tr>
<tr>
<td>Hotel/Motel</td>
<td>1.25 per room</td>
</tr>
<tr>
<td>Indoor Amusement Facility</td>
<td>5 per 1,000 s.f. GFA</td>
</tr>
<tr>
<td>Movie Theater</td>
<td>1 per 3 seats</td>
</tr>
<tr>
<td>Bowling Alley</td>
<td>4 per lane</td>
</tr>
<tr>
<td>Kennel</td>
<td>1 per 2 dogs boarded (based on maximum boarding capacity)</td>
</tr>
<tr>
<td>Live Performance Venue</td>
<td>1 per 3 seats</td>
</tr>
<tr>
<td>Manufacturing, General</td>
<td>2 per 1,000 s.f. of office + 1 per 20,000 s.f. GFA of warehouse space</td>
</tr>
<tr>
<td>Medical Cannabis Dispensing Organization</td>
<td>5 per 1,000 s.f. GFA</td>
</tr>
<tr>
<td>Medical Cannabis Cultivation Centers</td>
<td>2 per 1,000 s.f. GFA</td>
</tr>
<tr>
<td>Medical/Dental Clinic - Small</td>
<td>4 per 1,000 s.f. GFA</td>
</tr>
<tr>
<td>Medical/Dental Clinic - Large</td>
<td>4 per 1,000 s.f. GFA</td>
</tr>
<tr>
<td>Motor Vehicle Dealership</td>
<td>2 per 1,000 s.f. of enclosed sales or service area</td>
</tr>
<tr>
<td>Motor Vehicle Operations Facility</td>
<td>1 per 1,000 s.f. GFA</td>
</tr>
<tr>
<td>Motor Vehicle Rental Establishment</td>
<td>2 per 1,000 s.f. of enclosed sales or service area</td>
</tr>
<tr>
<td>Motor Vehicle Service and Repair, Major or Minor</td>
<td>2 per service bay + 2 per 1,000 s.f. of office, waiting, or retail area</td>
</tr>
<tr>
<td>Office</td>
<td>3 per 1,000 s.f. GFA</td>
</tr>
<tr>
<td>Pawn Shop</td>
<td>3 per 1,000 s.f. GFA</td>
</tr>
<tr>
<td>Personal Services Establishment</td>
<td>3 per 1,000 s.f. GFA</td>
</tr>
<tr>
<td>Pet Day Care Facility</td>
<td>2 per 1,000 s.f. GFA</td>
</tr>
<tr>
<td>Printing and Photocopying Establishment</td>
<td>3 per 1,000 s.f. GFA</td>
</tr>
<tr>
<td>Research and Development Facility</td>
<td>2 per 1,000 s.f. GFA</td>
</tr>
<tr>
<td>Restaurant, Carry-Out/Delivery</td>
<td>3 per 1,000 s.f. GFA</td>
</tr>
<tr>
<td>Restaurant, Full Service</td>
<td>5 per 1,000 s.f. GFA</td>
</tr>
<tr>
<td>Restaurant, Limited Service</td>
<td>8 per 1,000 s.f. GFA</td>
</tr>
<tr>
<td>Restaurant, Specialty</td>
<td>3 per 1,000 s.f. GFA</td>
</tr>
<tr>
<td>Retail Goods Establishment</td>
<td>3 per 1,000 s.f. GFA</td>
</tr>
<tr>
<td>Warehouse/Distribution</td>
<td>1 per 20,000 s.f. GFA of warehouse space + 1 per 1,000 s.f. of office space</td>
</tr>
</tbody>
</table>

**SECTION 6:** The Wilmette Village Code, as amended, is further amended in Chapter 2, “Administration,” Article XLVI “Administrative Adjudication System” Subsection 2-1305(e)(3) “Table of offenses and fines” by inserting the new text shown in underlined bold type below in the manner and form shown below in Table of Offenses and Fines:
Table 1 — Section 2-1305

<table>
<thead>
<tr>
<th>Code section</th>
<th>Offense</th>
<th>Settlement Amount Paid Prior to Hearing Date</th>
<th>Minimum Fine on Hearing Date</th>
<th>Maximum Fine on Hearing Date</th>
<th>Appearance Required</th>
</tr>
</thead>
<tbody>
<tr>
<td>30-12(dd)</td>
<td>Dispensing Organization</td>
<td>$500.00</td>
<td>$7,500.00</td>
<td>Yes</td>
<td></td>
</tr>
</tbody>
</table>

Appendix A – Zoning Ordinance

SECTION 7: Except as otherwise provided for in this ordinance, “Cannabis Business Establishments” are not authorized uses within the Village of Wilmette.

SECTION 8: The moratorium previously imposed upon the sale of cannabis and drug paraphernalia, and the operation of Cannabis Business Establishments being considered or issued by the Village or heard before any Village Commission or Committee is hereby terminated.

SECTION 9: This Ordinance shall be in full force and effect from its passage, approval and publication as provided by law. This Ordinance shall be published in pamphlet form.

PASSED by the President and Board of Trustees of the Village of Wilmette, Illinois, on the 28th day of September 2021, according to the following roll call vote:

AYES: None.
NAYS: None.
ABSTAIN: None.
ABSENT: None.

Clerk of the Village of Wilmette, IL

APPROVED by the President of the Village of Wilmette, Illinois, this 28th day of September 2021.
President of the Village of Wilmette, IL

ATTEST:

Clerk of the Village of Wilmette, IL

Published in pamphlet form September 29, 2021.
At the July 27, 2021 Village Board meeting, the Board will continue its discussions as to whether to permit the retail sale of adult-use recreational cannabis. No final action will be taken at this meeting. The Village’s moratorium on retail cannabis sales in Wilmette was previously extended to run through December 31, 2021.

Background
Following the November 3, 2020 referendum at which 56% of Wilmette voters supported the retail sale of recreational cannabis in Wilmette and 44% opposed such sales, the Village Board met on February 4, 2021 to discuss next steps related to adult-use recreational dispensaries in Wilmette. The Board voted unanimously to refer the matter to the Land Use Committee (LUC) sitting as a Special Zoning Committee to further discuss potential zoning districts suitable for a dispensary and the related regulations if a dispensary were to be an authorized use in that zoning district. This referral was not a commitment by the Village Board to permit recreational cannabis dispensaries but rather the next step in the Village’s consideration of this matter.

For the Board’s reference, the entire library of reports and memoranda from the Village staff on the topic of recreational cannabis is linked here for your reference.

The LUC met on February 24, 2021 and June 29, 2021 to consider potential dispensary locations and regulations. Links to the Committee meetings packets can be found below:

- February 24, 2021 Land Use Committee Packet
- June 29, 2021 Land Use Committee Packet

The LUC focused its discussions to answer the following:
- If the Village Board were to permit the sale of recreational cannabis in Wilmette, what is an appropriate location?

and,

- What type of regulations would be appropriate for a recreational cannabis dispensary?

The LUC voted unanimously that Edens Plaza would be the most appropriate location for a recreational cannabis dispensary and that a special use permit, along with other regulations of general applicability to any dispensary, is recommended should the Village Board determine that the retail sale of cannabis should be allowed in Wilmette.

**Discussion**

The following discussion, which was the focus of the LUC’s review, will be separated into two sections:

- Dispensary locations
- Dispensary regulations

**Dispensary Locations**

In its review of the Village’s non-residential, commercial zoning districts, the LUC utilized the following criteria to determine which district or districts would be appropriate for a cannabis dispensary:

- Residential – Not adjacent to any residential properties
- Traffic – On major thoroughfares thereby limiting the traffic impact on residential streets; for purposes of the analysis roads identified as major streets were utilized
- Parking – Sufficient off-street parking
- Schools – Not located in close proximity to schools; for purposes of the analysis the Village’s school walking route map helped determine suitable locations

Based on the above criteria, a majority of the LUC determined that it was not appropriate to further consider permitting cannabis dispensaries in the following eight zoning districts:

- NR: Neighborhood Retail
- NR-1: Linden Square Neighborhood Business District
- GC-1: General Commercial District
- GC-2: Heavy Commercial District
- VC: Village Center Business
- OR: Office Research
- PCD-2: Planned Commercial (Plaza del Lago)
- PCD-3: Planned Commercial (West Lake Plaza)

The LUC decided that PCD-1, Edens Plaza, best met all four criteria and did not have the potential drawbacks as the other commercial zoning districts.

*The February 24, 2021 Committee packet, on pages 7 - 34 of the material, provides a detailed analysis of the above criteria in relation to each zoning district.*
Edens Plaza

On June 29, 2021, the LUC met to focus its review on Edens Plaza. This meeting and discussion were as the requisite public hearing to allow for a potential text amendment to the PCD-1 (Edens Plaza) zoning district. While not required by the Village Code, notice of the meeting was provided to properties within 500’ of Edens Plaza, which included Loyola Academy. The purpose of the meeting was to have a discussion with representatives of Newport Capital Partners (the owners of Edens Plaza), to better understand the impact, if any, of a dispensary on the shopping center and to hear from residents and other stakeholders regarding Edens Plaza as a potential location for a dispensary. Stakeholder feedback can be found in the draft minutes of the June 29 LUC as well as in Attachment 16.

The following is a summary of the comments provided by Matt O'Keefe, Asset Manager for Newport Capital Partners, and Brendan Reedy, Senior Vice President of CBRE and leasing agent for Edens Plaza.

Edens Plaza Specific:

- In general, Newport is open to leasing space to a cannabis dispensary at Edens Plaza.
- A dispensary at Edens Plaza would be more appealing in an outlot due to financing hurdles as cannabis remains illegal at the Federal level.
- A dispensary is not a use which is driving the overall strategy to revitalize Edens Plaza and is not a top priority for Newport, however, allowing a recreational dispensary at Edens Plaza would provide Newport flexibility in attracting new tenants as dispensaries typically pay higher than average market rents.

Cannabis Dispensary Impacts on Commercial Real Estate/Leasing:

- Cannabis dispensaries in Illinois have operated like a normal tenant; operations have been smooth, the quality of construction, build out and operations has been impressive.
- Dispensaries are viewed as good co-tenants, and they have not seen concerns from national retailers as dispensaries generate traffic and attract consumers from further away.
- Examples of dispensaries situated in centers with national retailers include:
  - Sunnyside in Buffalo Grove which shares walls with Starbucks and T-Mobile;
  - Sunnyside in Schaumburg which is situated in an outlot at Woodfield Mall;
  - MedMen in Oak Park which is situated in the main downtown retail corridor.

Based on the above, as well as the feedback received from other stakeholders which was both in favor of and opposed to a dispensary at Edens Plaza, the LUC felt that Edens Plaza would be the only appropriate location for a recreational cannabis dispensary in Wilmette.

Dispensary Regulations

The recommended regulations are based on Corporation Counsel Stein’s analysis of the Village’s authority to regulate dispensaries per the Home Rule limitations found in the State statute and are based upon regulations enacted by other municipalities with existing cannabis dispensaries. Following a discussion of potential regulations amongst the LUC members and with representatives of Edens Plaza, the LUC is recommending the following regulations if the Village were to permit recreational cannabis dispensaries:
• Categorize cannabis dispensaries as a Special Use which would ensure a dispensary is subject to both Zoning Board of Appeals and Village Board review and approval; regulations to be addressed through the Special Use process include but are not limited to:
  o Size of the facility
  o Hours of operation
  o Parking
  o Lighting
  o Signage
  o Operational components such as location of security and customer queuing (can be required to be inside), location of deliveries, location of vault, etc.

• General regulations which would automatically apply to any recreational dispensary:
  o Limit the number of dispensaries to one
  o Prohibit on-site consumption of cannabis
  o Require submittal of a security plan to the Police Department
  o Require submittal of a queuing plan for customers
  o Require all waste to be stored inside the facility
  o Require compliance with all laws
  o Ensure that misconduct of employees is considered misconduct of the dispensary
    ▪ Fines for violation of the Special Use permit would be a minimum of $500 and maximum of $7,500 (this is 10x the fine amount for general code violations)
    ▪ Allow for the Village to suspend a Special Use permit if violations of the permit persist

Other Considerations

Public Safety
Throughout the Village’s review of recreational cannabis, public safety has been an important component of the Village Board’s deliberations. Since the Village Board last met on this topic in February, approximately 30 new cannabis dispensaries have opened in Illinois. In February, the Village staff had not identified any public safety concerns and that continues to be the case as of July 2021.

Out of the 110 dispensaries currently operating in Illinois, one dispensary was found in violation of the law one time. That dispensary received a $20,000 fine from the State for selling cannabis to an individual under the age of 21.

Revenue
When the Village Board last discussed recreational cannabis at its February 4, 2021 Special Meeting, there was a request to obtain more information on the revenue that could be generated by a cannabis dispensary. While State law prohibits municipalities from releasing revenue data for specific businesses, staff was able to obtain the following data at a Statewide level. Note that the data is in the aggregate for all cannabis dispensaries in Illinois and the amount of revenue generated by a specific dispensary will vary:
For reference, the Village would receive 5% of all recreational cannabis sales:
  • 1% State of Illinois sales tax
  • 1% Wilmette Home Rule sales tax
  • 3% Wilmette cannabis tax (previously enacted on October 22, 2019)

Next Steps
Staff is seeking direction from the Village Board regarding next steps:

  • If a majority of the Board determines that recreational cannabis sales should remain prohibited, an ordinance enacting such measures will be placed on a future Village Board meeting agenda for introduction.

  • If a majority of the Board determines that recreational cannabis sales should be allowed in the Village and the Board agrees with the LUC’s recommendation regarding location and regulations, an ordinance will be placed on a future Village Board meeting agenda.

  • If the Board seeks additional information or would like to further deliberate the matter, a Special Village Board meeting can be scheduled, or an item added to a regular agenda at a later date (prior to the end of the year).
Meeting Date: September 28, 2021

To: President Plunkett and Village Board of Trustees

From: Erik Hallgren, Assistant Village Manager
      Cliff Ruemmler, Procurement Specialist

Subject: Contract Addendum Section – Purchasing Resolution Exhibits

All purchasing items brought forth to the Village Board include a resolution that authorizes the Village Manager to execute contracts. As part of each purchasing resolution there is an Exhibit that includes the contract documentation.

Due to the size of the contracts that are attached as Exhibits and the goal of streamlining the agenda packet and memos for the Village Board, staff is now including all the contracts in a new addendum section at the end of the Village Board Agenda Packet.

There are two ways to access the contract documents. The first way is through each Resolution; in the Exhibit Sections there will be a hyperlink that will take you directly to the contracts. The second way is to navigate directly to the addendum section, which will include a cover memo with all contracts recommended for approval at the meeting.

**Contracts recommended for approval at the September 28, 2021 Village Board Meeting**

3.21 Resolution #2021-R-59 authorizing the Village Manager to execute a no-bid contract in the amount not-to-exceed $25,058 with Schroeder & Schroeder, Inc., for the Elmwood Avenue Traffic Calming Project.

3.22 Resolution #2021-R-60 authorizing the Village Manager to execute a change order in the amount of $75,740.01 with IHC Construction Companies, LLC, for the Water Plant Electrical Improvements Project.
VILLAGE OF WILMETTE
1200 Wilmette Ave
Wilmette, IL 60091

Contract No. 21114

For:

Elmwood Avenue Speed Hump Construction

With:

Schroeder & Schroeder, Inc.
7306 Central Park
Skokie, IL 60076

Illinois Prevailing Wage Act Applies To This Work

Note: This cover sheet is an integral part of the contract documents, as are all of the following documents, and are a part of this Contract as executed between the Village of Wilmette and Schroeder & Schroeder, Inc. Do not detach any portion of this document. Invalidation could result.
1. The intent of the Agreement ("Agreement" or "Contract") is to furnish all of the labor, material and equipment necessary to construct a speed hump to a height of three (3) inches at its highest point on Elmwood Avenue ("Elmwood Avenue Speed Hump Construction" or "Work") in the Village of Wilmette ("Village") as described herein as Base Bid Option Two (2) per the Specifications shown in Attachment One ("Attachment One"), Attachment Two ("Attachment Two"), Attachment Three ("Attachment Three") and Attachment Four ("Attachment Four") collectively, the Attachments ("Attachments") of this document. The Agreement is for the quote offered by Schroeder & Schroeder, Inc. ("Contractor") to the Village.

2. This Addendum is made pursuant to the quote dated August 31, 2021 attached as Attachment One. Together this Addendum, Certificate of Compliance and the Attachments shall comprise the Agreement between the parties.

3. Incorporation. This Addendum is incorporated into the Certificate of Compliance and the Attachments and the Agreement shall not be effective unless this Addendum is also executed by the Parties.

4. Total Contract Amount. The total amount of the Contract shall not exceed $25,058.00, including expenses.

5. Payment. Contractor shall submit invoices by email to AP@wilmette.com and must include the Village’s Purchase Order number prominently displayed on page one (1) of the invoice. Invoices may also be sent by mail to the Village of Wilmette, Finance Department, 1200 Wilmette Ave., Wilmette, IL 60091-0440. Payment of invoices with the Village’s Purchase Order number will be due within 30 days of completion of the Work, acceptance of the Work by the Village and receipt at either AP@wilmette.com or at the above mailing address. Invoices received without the Village’s Purchase Order number will be due within 45 days of completion of the Work, acceptance of the Work by the Village and receipt at either AP@wilmette.com or at the above mailing address.

   Payment to Contractor will be made in accordance with the Payments, Retainage and Withholdings section of the Attachments. Invoices will be paid net of any damages assessed by the Village against the Contractor as outlined in the Attachments.

6. Tax Exempt. The Village is a tax-exempt municipality. The Village’s Department of Revenue Tax Exempt ID # is E9998-1106-07. Contractor shall not charge the Village any tax incurred by the Contractor for these services.

7. Title and Risk of Loss. Title to the materials and supplies used to perform the Work shall pass to Village upon completion of the Work and acceptance by the Village. Contractor shall bear all risk of loss until title passes.

8. Warranties. Contractor agrees to provide warranty coverage per the Attachments, and to cooperate with Village in the event Village makes any warranty claim.

9. Scope of Work. The scope of Work sought by the Village shall include the provision of all required labor, materials, equipment and expertise related to the Work as outlined in the Attachments.
10. Coordination of Work. Contractor shall be in charge of and responsible for the coordination, scheduling, performance and sequence of all elements of the work unless otherwise stated.

11. Supervision of Work. Contractor shall properly supervise the performance of the Work so as to ensure its completion in a timely manner, safely, accurately, and in accordance with the requirements of the contract documents. Contractor shall be fully responsible and assumes liability for the acts and omissions of all persons directly or indirectly employed by, or working at the direction of, the Contractor in the completion of the work.

12. Quality of the Work. Contractor shall perform all Work required of it under this Contract with that degree of skill, care and diligence normally shown by a Contractor performing Work of a scope and purpose and magnitude comparable with the nature of the Work to be provided under this Contract.

13. Timing of Work. The Work is expected to be completed by October 30, 2021. No Work shall be done prior to the receipt of a mutually agreed to and signed contract and a Village Purchase Order signed by the Village’s purchasing manager.

14. Limitation of Remedy. Village’s liability to Contractor for breach of this Contract shall be limited to amounts due for acceptable goods and services already received or performed and not paid for, not to exceed the Total Contract Amount.

15. Relationship of the Parties. The Contractor shall act as an independent Contractor in providing and performing all work. Nothing in or done pursuant to, this Contract shall be construed (1) to create the relationship of principal and agent, employer and employee, partners, or joint ventures between the Village and the Contractor; or (2) to create any relationship between the Village and any subcontractor of the Contractor.

16. No Collusion. The Contractor represents and certifies that this Contract is made by the Contractor without collusion with any other person, firm, or corporation. If at any time it shall be found that the Contractor has, in procuring this Contract, colluded with any other person, firm, or corporation, then the Contractor shall be liable to the Village for all loss or damage that the Village may suffer, and this Contract shall, at the Village’s option, be null and void.

17. Licensure and Compliance with Laws. Contractor represents that it has all necessary licenses and permits to perform its services in the State of Illinois and the Village of Wilmette, and that at all times it shall comply with applicable law, including the Fair Debt Collection Practices Act. Contractor shall review and where appropriate certify its compliance with certain laws as provided for in the Certification of Compliance attached.

18. Amendment. No amendment or modification to the Contract shall be effective unless and until such amendment or modification is in writing, properly approved in accordance with applicable procedures, and executed by both the Village and the Contractor.

19. Assignment. The Contract may not be assigned by the Village or by the Contractor without the prior written consent of the other party.
20. **Notice.** Any required or permitted notices hereunder must be given in writing at the address of each party set forth below, or to such other address as either party may substitute by written notice to the other in the manner contemplated herein, by one of the following methods: hand delivery; registered, express, or certified mail, return receipt requested, postage prepaid; or nationally-recognized private express courier:

Contractor: Schroeder & Schroeder, Inc.  
7306 Central Park  
Skokie, IL  60076  

Village: Director of Engineering & Public Works  
1200 Wilmette Avenue  
Wilmette, IL 60091  

with a copy to:  
Corporation Counsel  
Village of Wilmette  
1200 Wilmette Ave  
Wilmette, IL 60091

21. **Binding Effect.** The terms of this Contract shall bind and inure to the benefit of the parties hereto and their agents, successors, and assigns.

22. **No Third Party Beneficiaries.** No claim as a third party beneficiary under the Contract by any person, firm, or corporation other than the Contractor shall be made, or be valid, against the Village.

23. **Waiver.** No waiver of any provision of the Contract shall be deemed to or constitute a waiver of any other provision of the Contract (whether or not similar) nor shall any such waiver be deemed to constitute a continuing waiver unless otherwise expressly provided in this Contract.

24. **Illinois Prevailing Wage Act.** All Contractors and subcontractors must pay prevailing wages as required by the Illinois Prevailing Wage Act (“IPWA”) (820 ILCS 130/01. et. seq.). The IPWA requires that all Contractors and subcontractors performing work on any public works pay the generally prevailing rate of hourly wages and benefits in the locality where the work is done for the craft or type of worker or mechanic needed on the project.

The Contractor and subcontractors shall submit certified payroll reports to the Illinois Department of Labor’s (“IDOL”) “Electronic Database” as required by the IPWA (820 ILCS 130/5 et. seq.). The Contractor and subcontractors are responsible for ensuring their understanding and compliance with all aspects of the IPWA.

Pursuant to the IPWA, the Contractor must insert into each subcontract (and each Subcontractor to cause to be inserted into each lower tiered subcontract) and into the project specifications for each subcontract a written stipulation to the effect that not less than the prevailing rate of wages shall be paid to all laborers, workers, and mechanics performing Work under the Agreement.

If the prevailing wage rates are revised by IDOL at any time during the term of this Agreement, the revised prevailing wage rates shall apply to the Work performed pursuant to the Agreement, and all Contractors and subcontractors shall pay their employees in accordance with the new prevailing wage rate. Prevailing wage rate updates can be obtained from IDOL at 900 S. Spring Street, Springfield, Illinois 62704, (217) 782–1710, or on IDOL’s website.
Contractor shall defend and hold harmless the Village, for any claim, suit or action, including costs of defense, expert witness and attorney fees, either at law, equity or in an administrative proceeding, arising from any alleged violation of the IPWA. The requirements of this Section shall survive the termination of the Agreement formed hereunder.

Submission of certified payroll reports to the Village for work performed after April 10, 2020 shall not be considered as compliance with the provisions of the Contract and will no longer be accepted by the Village.

25. Contractor’s Insurance Requirements. At the time of execution of the Agreement, Contractor shall furnish to the Village satisfactory proof of the required insurance coverage stated below. Such proof shall consist of certificates executed by the respective insurance companies together with executed copies of an “Additional Insured Endorsement” provided on standard Insurance Service Office (“ISO”) forms which shall be made a part hereof. Use of “manuscript” or other non-standardized ISO forms is not acceptable. Said certificates shall expressly provide that, for the duration of the Agreement, the insurance policy shall not be suspended, cancelled, or reduced in coverage or amount. In addition, said certificates shall name the Village and its corporate authorities, officers, agents and employees as additional insured’s on all required insurance policies.

Contractor shall procure and maintain without interruption from the time of the execution of the Contract until final payment, insurance against all claims for injury to or death of a person or persons or damage to property, which may arise wholly or in part from the performance of the work hereunder by Contractor or its subcontractors. The scope of coverage shall be at least as broad as, and shall be in amounts not less than, the following:

a. Commercial General Liability, $1,000,000 combined single limit per occurrence for personal bodily injury and property damage. The general aggregate shall be no less than $2,000,000;

b. Umbrella Coverage, $2,000,000 per occurrence;

c. Business Auto Liability, $1,000,000 combined single limit for bodily injury and property damage; and,

d. Workers Compensation – covering all liability of the Contractor arising under the Worker’s Compensation Act and Workmen’s Occupational Disease Act;; Employers Liability $1,000,000.00 (the policy shall include a ‘waiver of subrogation’).

All insurance required herein of Contractor shall be valid and enforceable policies, insured by insurers licensed and permitted to do business by the State of Illinois or surplus line carriers qualified to do business in the State of Illinois. All insurance carriers and surplus line carriers shall be rated A-, VII or better by A.M. Best Company.

Contractor shall require all subcontractors not protected under the Contractor’s policies to take out and maintain insurance of the same nature, in the same amounts and under the same terms as required herein of Contractor. Contractor shall confirm subcontractor compliance with the requirements stated herein prior to the performance of any work by a subcontractor.

Contractor expressly understands and agrees that any bonds or insurance policies required to be maintained shall in no way limit, to any extent, Contractor’s responsibility to indemnify, keep and save harmless and defend the Village its officers, agents, employees, representatives and
assigns. Contractor’s insurance coverage shall be primary as respects to any insurance or self-insurance maintained by the Village, which insurance of the Village shall be excess of Contractor’s insurance and shall not contribute with it.

26. **Kotecki Waiver.** Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees and waives any limitation of liability defense based upon the Worker’s Compensation Act and cases decided there under. Contractor agrees to indemnify and defend the Village from and against all such loss, expense, damage or injury, including reasonable attorneys’ fees, which the Village may sustain as a result of personal injury claims by Contractor’s employees, except to the extent those claims arise as a result of the Village’s own negligence.

27. **General indemnification.** To the fullest extent permitted by law, the Contractor will indemnify, defend and hold harmless the Village, any other governmental agency providing funding for all or any portion of the Contract sum, and their officers, directors, employees, agents, affiliates and representatives, from and against any and all claims, demands, suits, liabilities, injuries (personal or bodily), property damage, causes of action, losses, expenses, damages or penalties, including, without limitation, court costs and attorneys’ fees, arising or resulting from, or occasioned by or in connection with (i) the performance by the Contractor, its employees, agents and subcontractors, of the services and other duties and obligations under this Contract, (ii) any act or omission to act by the Contractor, its employees, agents and subcontractors, anyone directly or indirectly employed by them, their agents or anyone for whose acts they may be liable, and/or (iii) any breach, default, violation or nonperformance by the Contractor of any term, covenant, condition, duty or obligation provided in this Contract. This indemnification, defense and hold harmless obligation will survive the termination or expiration of this Contract, whether by lapse of time or otherwise. This indemnification obligation will not be limited (i) by a limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any other party under workers’ or workmen’s compensation acts, disability benefit acts or other employee benefits acts, or (ii) pursuant to any common law or case law.

28. **Intellectual Property.** Contractor represents and warrants that it has the full legal power and authority to grant any and all licenses of materials used by the Contractor for this Agreement and hereby grants to the Village any and all such licenses and unrestricted use thereof. The Village shall own, without restriction or limitation, all text, graphics, designs, renderings, images, logos, social media posts, audio visual materials, tag lines, processes, ideas and any and all other content in any and all formats (collectively “Intellectual Property”) created by or provided by Contractor, Contractor’s employees or Contractor’s independent Contractor for purposes of fulfilling the terms of this Agreement. Contractor will ensure that all independent Contractor have written agreements in place that transfers ownership of all Intellectual Property created by them or provided by them to the Village, without restriction or limitation.

Contractor represents and warrants that all Intellectual Property provided to the Village by Contractor will not infringe on any copyrights, trademark rights, patent rights, trade secrets or other rights of any third party. Contractor agrees to indemnify, defend and hold Village harmless from and against any loss, cost, damage, liability, or expense (including attorney’s fees and other reasonable litigation expenses) suffered or incurred by Village in connection with any such infringement claim by any third party. If a claim is made or an action brought that the materials provided (or any component thereof) to the Village, infringes a third party patent, copyright, or trademark, or misappropriates any
trade secret or other intellectual property right, then Contractor will defend Village from, in the manner and form determined in the sole discretion of the Village, and indemnify and hold harmless Village against, such claim and any resulting costs, damages and attorneys' fees arising out of or incurred as a result of such claim, together with all amounts finally awarded or agreed to in settlement. The Village shall have sole control of the defense and all related settlement negotiations at the Contractor's expense. Contractor agrees to cooperate fully in any investigation, defense or settlement of such claim or action.

If the Village is enjoined from using any Intellectual Property due to an actual or claimed infringement of any patent, trademark, or copyright or other property right or for any other reason, then at Contractor’s option, Contractor shall promptly either: (i) procure for the Village, at Contractor’s expense, the right to continue using the Intellectual Property; or (ii) replace or modify the Intellectual Property, at Contractor’s expense, so that the Intellectual Property become non-infringing.

Contractor shall assist the Village in protecting its ownership of the Intellectual Property. Such assistance shall include, without limitation, providing such assistance as may be necessary for the Village to obtain registrations for its rights in and to any Intellectual Property solely in the name of Village and to enforce its rights in such Intellectual Property.

These Intellectual Property rights, representations, warrants and protections will survive the termination or expiration of this Agreement, whether by lapse of time or otherwise.

29. **Geographical Information.** All digital geographical information used in the performance of the Contract is the property of the Village, including all information obtained, collected, corrected or created by the Contractor in their completion or pursuit of the Contract.

30. **Use of Village’s Name, Employee Name(s) or Image(s).** The Contractor shall not use or permit the use of the Village’s name, Village Employee Name(s) or Village or Employee images or references to its Work in any advertising or promotional materials, regardless of media, without the express written consent of the Village.

31. **Non-exclusivity.** Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Contract shall not restrict the Village from acquiring similar, equal or like goods and/or services from other entities or sources.
32. **Contract Termination.** The Village reserves the right to terminate the contract in whole or in part, upon ten (10) calendar day’s written notice to the Contractor. The Village further reserves the right to terminate the whole or any part of this contract, in the event of default by the Contractor. Default is defined as failure of the Contractor to perform any of the provisions of this contract or failure to make sufficient progress so as to endanger performance of this contract in accordance with its terms. The Contractor shall be liable for any related costs unless acceptable evidence is submitted to the Village that failure to perform the contract was due to cause beyond the control and without the fault or negligence of the Contractor. The Contractor will not be liable to perform if situations arise by reason of acts of God or the public enemy, acts of the Village, fires or floods.

33. **No Liability of Public Officials.** No official, employee or agent of the Village will be charged personally by the Contractor, or by any assignee, with any liability or expenses of defense or be personally liable to them under any term or provision of this Contract, or because of the Village’s execution or attempted execution, or because of any breach hereof.

34. **Change In Status.** The Contractor shall notify the Village immediately of any change in its status resulting from any of the following: (a) Contractor is acquired by another party; (b) Contractor becomes insolvent; (c) Contractor, voluntary or by operation law, becomes subject to the provisions of any chapter of the Bankruptcy Act; (d) Contractor ceases to conduct its operations in normal course of business. The Village shall have the option to terminate its contract with the Contractor immediately on written notice based on any such change in status.

35. **Subletting of Contract.** The Contractor may sublet portions of the work; however each subcontract must be approved by the Village in writing prior to commencement of work. Subcontractors shall conform, in all respects, to the applicable provisions specified herein for the Contractor and shall be subject to approval by the Village. Contractor shall not employ any subcontractor, either initially or as a substitute, against whom the Village has a reasonable objection.

Subcontractors shall be under the sole direction, authority and responsibility of the Contractor and Contractor shall take all steps necessary to ensure that subcontractors comply with the Contract requirements. The work to be done by the subcontractors shall be outlined in detail by the Contractor.

Contractor shall be fully responsible to the Village for any and all acts and omissions of the Contractor’s suppliers, subcontractors and others performing or furnishing any of the Work directly or indirectly on behalf of the Contractor.

In no case shall the Village’s consent relieve the Contractor from its obligation or change the terms of the contract. At all times the Contractor shall maintain no less than fifty-one (51) percent of the dollar value of the contract by direct employees of the Contractor.
36. **Illinois Freedom of Information Act.** Contractor agrees to furnish all documentation related to this Contract and any documentation related to the Village required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) ("FOIA") request within five (5) days after Village issues notice of such request. Contractor agrees to defend, indemnify and hold harmless the Village, and agrees to pay all reasonable costs connected therewith (including, but not limited to reasonable attorney’s and witness fees, filing fees and any other expenses) for the Village to defend any and all causes, actions, causes of action, disputes, prosecutions, or conflicts arising from Contractor’s actual or alleged violation of the FOIA or Contractor’s failure to furnish all documentation related to a request within five (5) days after Village issues notice of a request.

Furthermore, should Contractor request that Village utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, Contractor agrees to pay all costs connected therewith (such as reasonable attorneys' and witness fees, filing fees and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. Contractor agrees to defend, indemnify and hold harmless the Village, and agrees to pay all costs connected therewith (such as reasonable attorneys' and witness fees, filing fees and any other expenses) to defend any denial of a FOIA request by Contractor’s request to utilize a lawful exemption to the Village.

37. **Conflict of Forms.** In the event of a conflict between the terms in this Contract, the Attachments to the Contract and/or any other terms accompanying any other documents submitted to the Village by Contractor, the terms of the Contract shall control.

38. **Governing Law and Venue.** This Contract shall be governed by the laws of the State of Illinois. Venue for any and all actions to enforce this Contract shall be the Circuit Court of Cook County, Illinois.
39. **Effective Date.** The Contract shall be binding on the parties and effective only as of the date fully executed by both parties.

THE VILLAGE OF WILMETTE, ILLINOIS

Accepted this _____ day of __________________, 2021

_____________________________________
Michael N. Braiman, Village Manager

Attest: ____________________________________
Cliff Ruemmler, Deputy Village Clerk

FOR THE CORPORATION

An officer duly authorized by the corporation shall sign here:

Accepted this _____ day of __________________, 2021

_____________________________________
Signature                        ____________ Position/Title

_____________________________________
Print Name

_____________________________________
Print Company Name
CERTIFICATION OF COMPLIANCE

DESCRIPTION: Elmwood Avenue Speed Hump Construction

Schroeder & Schroeder, Inc., having been duly sworn, depose and states as follows:

Having submitted an offer for the above goods and/or services, We hereby certify that: (initial all that apply)

PLEASE CHECK ALL APPLICABLE BOXES

☐ BARRED FROM BIDDING: We are not barred from bidding on these goods and/or services as a result of a violation of either 720 ILCS 5/33E or of any similar statute of another state or a federal statute containing the same or similar elements.

☐ SEXUAL HARASSMENT: We have a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A) (4).

☐ PAYMENT OF TAXES: We are not delinquent in the payment of any tax administered by the Illinois Department of Revenue; or if we are, it: (a) is contesting its liability for the tax or the amount of tax in accordance with procedures established by the Approved Revenue Act; or (b) has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

☐ EQUAL PAY ACT: Contractors, and all subcontractors thereof, shall at all times comply with the provisions of the Illinois Equal Pay Act of 2003, 820 ILCS 112/1, et seq.

☐ CONFINED SPACE ENTRY: We will comply with all requirements of 29 CFR Part 1910 Permit Required for Confined Spaces for General Industry; including Section 1910.146(c) (9) “In addition to complying with the permit space requirements that apply to all employers, each Contractor who is retained to perform permit space entry operations shall: (a) obtain any available information regarding permit space hazards and entry operations from the host employer; (b) coordinate entry operations with the host employer, when both host employer personnel and Contractor personnel will be working in or near permit spaces, as required by paragraph (d)(11); and (c) inform the host employer of the permit space program that the Contractor will follow and of any hazards confronted or created in permit spaces, either through a debriefing or during the entry operation.”

☐ DRUG-FREE WORKPLACE: We will comply with all requirements Pursuant to Chapter 30, Section 580/1 of the Illinois Compiled Statutes (30 ILCS 580/1) et. Seq. entitled "Drug Free Workplace Act"; we will provide a drug-free workplace by:

1) Publishing a statement:
   a) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the grantee’s of Contractors workplace.
   b) Specifying the actions that will be taken against employees for violations of such prohibition.
   c) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
      i) Abide by the terms of the statement; and
      ii) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction.

2) Establishing a drug free awareness program to inform employees about:
   a) the dangers of drug abuse in the workplace;
   b) the grantee’s or Contractors policy of maintaining drug free workplace;
c) any available drug counseling, rehabilitation, and employee assistance program; and
d) the penalties that may be imposed upon employees for drug violations.

3) Making it a requirement to give a copy of the statement required by subsection (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

4) Notifying the contracting agency within 10 days after receiving notice under part (B) of paragraph (3) of subsection (a) from an employee or otherwise receiving actual notice of such conviction.

5) Imposing a sanction on, or requiring the satisfactory participation in a drug assistance or rehabilitation program by any employee who is so convicted, as required by Section 5 (30 ILCS 580/5) of the Act.

6) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required, and indicating that a trained referral team is in place.

7) Making a good faith effort to continue to maintain a drug free workplace through implementation of this Section.

8) Failure to abide by this certification shall subject the Contractor to the penalties provided in Section 6 (30 ILCS 580/6) of the Act.

☐ NATIONAL SECURITY/USA PATRIOT ACT: We represent and warrant that, pursuant to the requirements of the USA Patriot Act and applicable Presidential Executive Orders, neither we nor any of our principals, shareholders, members, partners, or affiliates, as applicable, as a person or entity are named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that we are not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. We further represent and warrant that we and our principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person.

We further represent and warrant we are not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity, or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and that we are not engaged in this transaction directly or indirectly on behalf of or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity, or nation.

We hereby agree to defend, indemnify, and hold harmless the Village of Wilmette, its Corporate Authorities, and all Village of Wilmette elected or appointed officials, officers, employees, agents, representative, engineers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys’ fees and costs) arising from or related to any breach of the foregoing representation and warrant.
EQUAL EMPLOYMENT OPPORTUNITY: In the event of the Contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the Contractor agrees as follows:

1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental handicap unrelated to ability, military status, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

2) That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules) of minorities and women in the areas from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental handicap unrelated to ability, military status, or an unfavorable discharge from military service.

4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's Rules. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules, the Contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

5) That it will submit reports as required by the Department's Rules, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules.

6) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules.

7) That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, the Contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.
ILLENOIS PUBLIC WORKS EMPLOYMENT DISCRIMINATION ACT

1) Discrimination in employment prohibited: (a) No person shall be refused or denied employment in any capacity on the ground of unlawful discrimination, as that term is defined in the Illinois Human Rights Act, nor be subjected to unlawful discrimination in any manner, in connection with the contracting for or the performance of any work or service of any kind, by, for, on behalf of, or for the benefit of this State, or of any department, bureau, commission, board, or other political subdivision or agency thereof. (b) The Illinois Human Rights Act applies to all contracts identified in subsection (a). 10/2. Deemed incorporated in contract: The provisions of this Act shall automatically enter into and become a part of each and every contract or other agreement hereafter entered into by, with, for, on behalf of, or for the benefit of this State, or of any department, bureau, commission, board, other political subdivision or agency, officer or agent thereof, providing for or relating to the performance of any of the said work or services or of any part thereof.

2) Includes independent contractors, etc.: The provisions of this Act also shall apply to all contracts entered into by or on behalf of all independent contractors, subcontractors, and any and all other persons, association or corporations, providing for or relating to the doing of any of the said work or the performance of any of the said services, or any part thereof.

3) Deduction from compensation: No Contractor, subcontractor, nor any person on his or her behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work for the benefit of the State or for any department, bureau, commission, board, other political subdivision or agency, officer or agent thereof, on account of race, color, creed, sex, religion, physical or mental handicap unrelated to ability, or national origin; and there may be deducted from the amount payable to the Contractor by the State of Illinois or by any municipal corporation thereof, under this contract, a penalty of five dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Act.

4) Recovery by injured person: Any person, agency, corporation or association who violates any of the provisions of this Act, or who aids, abets, incites or otherwise participates in the violation of any of the provisions, whether the violation or participation therein occurs through action in a private, public or in any official capacity, shall be guilty of a petty offense for each and every violation or participation therein with respect to each person aggrieved thereby, to be recovered by each such aggrieved person, or by any other person to whom such aggrieved person shall assign his cause of action, in the circuit court in the county in which the plaintiff or the defendant shall reside.

5) Violations; punishment: Any person who or any agency, corporation or association which shall violate any of the provisions of the foregoing sections, or who or which shall aid, abet, incite or otherwise participate in the violation of any of the said provisions, whether the said violation or participation therein shall occur through action in a private, in a public, or in any official capacity, shall also be deemed guilty of a petty offense for each and every said violation or participation or, in the case of non-corporate violators, or participators, of a Class B misdemeanor.

6) To be inscribed in contract: The provisions of this Act shall be printed or otherwise inscribed on the face of each contract to which it shall be applicable, but their absence therefrom shall in no wise prevent or affect the application of the said provisions to the said contract.

7) Partial invalidity; construction: The invalidity or unconstitutionality of any one or more provisions, parts, or sections of this Act shall not be held or construed to invalidate the whole or any other provision, part, or section thereof, it being intended that this Act shall be sustained and enforced to the fullest extent possible and that it shall be construed as liberally as possible to prevent refusals, denials, and discriminations of and with reference to the award of contracts and employment thereunder, on the ground of race, color, creed, sex, religion, physical or mental handicap unrelated to ability, or national origin.
PLEASE CHECK THE APPLICABLE BOX

☐ There are no conflicts of interest: and in the event that a conflict of interest is identified anytime during the duration of this award, or reasonable time thereafter, you, your firm or your firm’s ownership, management or staff will immediately notify the Village of Wilmette in writing.

☐ There is an affiliation or business relationship between you, your management or staff, your firm, or your firm’s ownership, and an employee, officer, or elected official of the Village of Wilmette who makes recommendations to the Village of Wilmette with respect to expenditures of money, employment, and elected or appointed positions. Provide any and all affiliations or business relationships that might cause a conflict of interest or any potential conflict of interest. Include the name of each Village of Wilmette affiliate with whom you, your company, or your company’s ownership, management or staff, has an affiliation or a business relationship.

PLEASE CHECK THE APPLICABLE BOX

☐ We have a good safety record with OSHA.

☐ We have had an OSHA violation within the past 5 years. (Attach explanation)

Federal Employer Identification # (FEIN): __________________________________________________________
IL Secretary of State File #: ________________________________________________________________
IL Department of Employment Security #: ______________________________________________________
IL Department of Revenue Registration #: _____________________________________________________
IL Department of Professional Regulation #: ____________________________________________________
Other Applicable Registration / License #: ______________________________________________________

SIGNATURE OF PARTY AUTHORIZED TO EXECUTE THIS AGREEMENT

By: ______________________________________________________
(Signature)

By: ______________________________________________________
(Print Name and Title)
d/b/a____________________________________________________

Business address: ___________________________________________
_________________________________________________________

Business Phone #:___________________________________________
Cell Phone #:_______________________________________________
E-Mail Address:_____________________________________________
ATTACHMENT ONE
CONTRACTOR’S QUOTE DATED 08/31/2021
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Total Base Bid Option One (1) Amount: $16,371.00

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Total Base Bid Option Two (2) Amount: $25,063.00

Chris [Signature] 8-31-21
President SIS Inc. Date
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$25,058.00
ATTACHMENT TWO
GENERAL CONDITIONS
GENERAL CONDITIONS

The following General Conditions are an integral part of and are incorporated into the Agreement.

1. **Working Hours**

   All work shall be performed on Weekdays between the hours of 7:00 a.m. and 7:00 p.m. and Saturdays between 9:00 a.m. and 6:00 p.m., except in the case of urgent necessity as determined by the Village. No work shall be performed on Sundays and the following Village Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day (the fourth Thursday and Friday in November), and Christmas Day.

2. **Inspections**

   The Village shall have the right to inspect, or to have inspected by its representative, any work, material, component equipment, supplies, services, or completed work specified herein before acceptance. Any of said items or work not complying with the Agreement are subject to rejection. Any items or work rejected shall be removed from the site and/or replaced at the sole expense of the Contractor. Contractor will make every effort and means available to facilitate the inspection of the work. Any work or material, which is deemed to be defective, must be rebuilt, replaced, or removed at the Contractor's own expense. Any omission to reject or condemn any work or material at the time of its construction or arrival at the worksite shall not be construed to mean acceptance of the work or material.

   Contractor shall not be relieved of its obligations to perform the work in accordance with the Contract either by the actions of the Village or other Village consultant in the administration of the Contract, or by tests, inspections or approvals required or performed by persons other than the Contractor.

3. **Coordination of Work**

   If the Contractor has one or more crews working in the Village, the Contractor shall also have a designated manager level or above representative in the Village and available as an emergency contact by mobile phone within thirty (30) minutes. The representative shall call and provide their name and cell phone number to the Village prior to the start of work.

   The representative shall have a complete working knowledge of the specifications of the Work included herein, oversee the work being performed by the Contractor's crews, and meet weekly with a Village employee to inspect and sign-off on the work performed.

   In addition, the representative will also have full authority to:

   a. Manage, engage and/or discharge Contractor's employees.

   b. Promptly supply any necessary equipment, materials, or incidentals; and,

   c. Negotiate on the Contractor's behalf and legally commit the Contractor in writing to any changes, additions or deletions to the Work specifications included herein or new Work requested by the Village in writing up to a limit of $2,500.
4. Additional Work Requirements

a. Water

The Contractor may use certain Village fire hydrants under the following conditions:

i. The Contractor may fill a non-potable water tanker truck using the metered hydrant located at the Village Public Works Yard, located at 711 Laramie Avenue, Wilmette, IL on Weekdays between the hours of 7:00 a.m. and 2:30 p.m. The Contractor's truck must be equipped with a hydrant hose connection (2.5” port). The Contractor will be required to record water usage in a logbook maintained by staff at the Public Works Yard.

ii. The Contractor must have prior approval from the Village to utilize a hydrant other than the hydrant located at the Public Works Facility. The Contractor may request a Village-issued water meter and RPZ device from the Village Public Works Yard, located at 711 Laramie Avenue, Wilmette, IL, on Weekdays between the hours of 7:00 a.m. and 2:00 p.m.

   a. If a meter is available, a $2,500 refundable deposit (cash, check, Visa, MC) and a meter loan permit are required to obtain a Village meter and RPZ device. The meter loan permits are available online at https://www.wilmette.com/permits/ or at the Village Hall, 1200 Wilmette Avenue, Wilmette, Illinois, on weekdays between 7:30 a.m. and 4:30 p.m. The $2,500 deposit will be cashed upon receipt and refunded upon return of the meter and RPZ device, minus any damages to the hydrant or the meter and RPZ device. The Village has a limited number of meters and RPZ devices.

   b. If no meters are available, the Contractor will be responsible for supplying its own meter and RPZ device certified in the past year and approved for use by the Village. The Contractor shall report initial and final meter readings to the Village for all Wilmette water used daily.

b. Delivery of Equipment and Materials

All equipment and materials shipped to the Village must be shipped F.O.B. and delivered to a pre-designated location. Contractor shall coordinate delivery schedules in advance with the Village and must be present on site at the time of all deliveries. To the extent any materials or equipment will not be used immediately in the construction of the work, the materials and equipment shall be stored in the location directed by the Village. No deliveries will be accepted on Saturday, Sunday, or holidays.

c. Anti-Idling Policy

To improve air quality and reduce global warming, the Village requests that Contractor inform its employees, subcontractors, and material suppliers to limit engine idling. By making a conscious effort to turn engines off whenever possible, the detrimental consequences to the environment caused by vehicle emissions can be minimized.
d. **Vehicles and Equipment**

The Contractor’s vehicles shall be located on the paved surface of a street and will not use private driveways or block any public sidewalk. The Village shall have final determination of necessary restoration. Equipment shall not enter private property unless the property owner consents or the Village has obtained signed right-of-entry release forms for the required work.

5. **Prevention of Injury or Damage**

a. **Safety of Persons**

Contractor shall be solely and completely in charge of, and responsible for, maintaining the site and performing the work, so as to prevent accidents or injury to persons performing the work, and to any person on, about, or adjacent to the site where the work is being performed. This duty exists, and shall apply, continuously and shall not be limited to normal working hours. Contractor shall maintain and implement, and ensure that all Subcontractors maintain and implement, an appropriate safety/loss prevention program for the protection of employees and persons nearby. Contractor is fully responsible and assumes liability for the failure of Subcontractors to comply with the requirements of this Section.

Contractor shall comply with all applicable federal, state, and local safety laws, regulations and codes, including, but not limited to, those safety precautions as to construction involving, or in the vicinity of, overhead and/or underground electrical facilities and utilities. Contractor shall be responsible for all applicable employee safety training/education, as well as accident record maintenance.

b. **Protection of Public and Private Property**

Contractor shall adequately protect the site, adjoining properties and all work from damage or loss arising in connection with, or during the performance of, the work. Contractor shall pay for any such damage, injury or loss caused by its agents, employees, or subcontractors or from the action of the elements. Contractor will be required, without cost to the Village, to remove and replace all portions of the damaged work, and to repair or replace all damage caused to Village and private property and adjoining properties. Contractor will take sufficient precautions, and ensure that all Subcontractors take sufficient precautions, to prevent damage to property, materials, supplies, and equipment, and avoid interruptions in the performance of the work. Contractor is fully responsible and assumes liability for the failure of Subcontractors to comply with the requirements herein.

The Contractor shall resolve any claims for damage with the property owner within ten (10) days after damage occurs. Should the damage not be rectified within the time frame agreed upon or to the satisfaction of the property owner, and/or the Village, the Village reserves the right to repair or replace that which was damaged by the Contractor and deduct this cost from any payment due the Contractor.
c. **Repair of Damage**
Upon termination of the Contract, or upon completion of the work, Contractor shall repair or replace, at no expense to the Village, any damage to existing buildings, paving, landscaping, streets, drives, utilities, Right-of-Way, or other Village property arising during the performance of the work or incidental thereto caused by Contractor, any Subcontractors, material suppliers, or others performing work on behalf, or at the request, of Contractor. Such repair or replacement shall be performed by craftsmen skilled and experienced and shall result in conditions that existed as of the Effective Date of the Contract.

6. **Concealed Conditions**
   a. Contract Drawings showing the approximate location of existing and new utility lines, if any, have been identified and located as accurately as possible using readily available information. However, the Contractor is responsible for verifying the accuracy of all locations. If utilities require relocation or rerouting Contractor shall notify the Village and cooperate with the Village to make the required adjustments.
   b. If utility service which is shown on the Drawings is interrupted for any reason, Contractor will work continuously to restore such service to the satisfaction of the Village at no additional cost to the Village. Should Contractor fail to proceed expeditiously with appropriate repairs, the Village shall have the right to have any needed repairs completed and the cost of such repairs shall be deducted from any amount due or to become due to Contractor.
   c. If utility service, which is not shown or which is misidentified on the Drawings, the existence or proper location of which could have been discovered by careful examination and investigation of the Project site by Contractor, is interrupted for any reason, the entire cost to restore service to the satisfaction of the Village shall be paid by the Contractor.
   d. Contractor shall promptly, but in no case more than ten (10) days from discovery and before the conditions are disturbed, notify the Village in writing of:
      i. Subsurface or latent physical conditions or any condition encountered at the site which differ materially from those indicated in the Contract and which were not known by Contractor or could not have been discovered by careful examination and investigation of the site of the proposed work.
      ii. Unknown and unexpected physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered in the locale or generally recognized as inherent in the work provided for in the Contract.
      iii. Concealed or unknown conditions in an existing structure which are at variance with the conditions indicated by the Contract, which are of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work and which were not known by the Contractor and could not have been discovered by careful examination and investigation of the Project site.
iv. If the Village determines that changed conditions do not exist or are not materially different and no adjustment in the Contract Amount or time is warranted, the Contractor shall continue performance of the work. No claim by the Contractor for a change in the Contract Amount or Times shall be allowed unless the required written notice is given, and the Village is given adequate opportunity to investigate the conditions encountered prior to any disturbance thereof.

7. Interpretation of the Work

The Village shall in all cases determine the amount or quantity of the several kinds of Work, which are to be paid for under this Contract, and shall decide all questions which may arise relative to the execution of the Contract on the part of the Contractor, and all estimates and decisions shall be final and conclusive. The Village shall have the right to make alterations in the lines, grades, plans, forms, or dimensions of the work herein contemplated either before or after the commencement of the work. If such alterations diminish the quantity of the work to be done, they shall not constitute a claim for damage or for anticipated profits on the work dispensed with, or if they increase the amount of work, such increase shall be paid according to the quantity actually done and at the price or prices stipulated for such work in the Contract. The Village hereby reserves the right to approve as an equal, or to reject as not being an equal, any article the Contractor proposes to furnish pursuant to the Contract.
8. Contract Changes

a. Changes in Work
   The Village reserves the right to make changes in the scope of the Contract or issue instructions requiring additional work or direct the deletion of certain work. Any such changes by the Village shall not invalidate the Contract or relieve the Contractor of any obligations under the Contract. Changes to the Work shall be authorized in writing and executed by the Village and Contractor by means of a Change Order.

   A change order for work is not necessary, and Contractor shall not be entitled to additional compensation, when the work is reasonably inferable as within the Contract, or, when the Work was made necessary as a result of an error or omission of the Contractor or any subcontractor.

   Contractor shall not be entitled to an adjustment to the Contract Amount or Contract Time for any work performed: outside the scope of the Contract and for which no prior written authorization by the Village was obtained; which exceeds the Contract Amount or other agreed upon pricing and for which no Change Order was executed; or relating to differing site conditions that require prior written notice before proceeding as further provided herein.

b. Change Orders
   Any adjustment to the Contract Amount or Contract Time shall be made at the time of ordering a change in the Work. The cost or credit resulting from a change in Work shall be determined in one or more of the following ways:

   i. By unit prices named in the Contract or additional unit prices subsequently agreed upon, where no additional amounts for overhead and profit shall be allowed.

   ii. By an amount mutually agreed to by Contractor and the Village as a fixed or percentage fee.

   iii. By agreement on a lump sum proposal submitted by Contractor. Lump sum proposals shall include a detailed cost breakdown for each component of Work indicating both labor and material costs. In addition, there may be added an amount agreed upon, but not to exceed ten percent (10%) of the actual cost, for overhead and profit.

   If none of the above methods are mutually agreed upon, a change may be made by unilateral determination of the Village based upon the reasonable costs or savings attributable to the change, including a reasonable allowance for overhead and profit, not to exceed ten percent (10%). If this method is utilized, the Contractor shall promptly proceed with the Work involved in the change, upon receipt of a written order by the Village.
iv. In such case, Contractor shall keep and present an itemized accounting of all materials used, equipment, the cost of labor (including social security, old age and unemployment insurance, fringe benefits to which the employee is entitled, and Worker's compensation insurance), and the fair rental cost of all machinery used for the extra Work for the period of such use. If the extra Work requires the use of machinery not already on the Project site, or to be otherwise used for the Work, then the cost of transportation (up to a total maximum of one hundred (100) miles) of such machinery to and from the Project site shall be added to the fair rental value.

v. Contractor shall not include in the cost of the extra Work any cost or rental of small tools, or any portion of the time of the Contractor or the superintendent, or any allowance for the use of capital, insurance or bond premium or any actual or anticipated profit, or job or office overhead not previously mentioned. These items are considered as being covered under the added amount for general overhead.

Pursuant to the Illinois Criminal Code (720 ILCS 5/33E-9), a Change Order or series of Change Orders which authorize or necessitate a net increase or decrease in the cost of the contract by a total of $10,000 or more, or an increase or decrease in the time of completion by more than 30 days requires a written determination by the Village supporting the appropriateness of the change. The written determination must state why: the circumstances said to necessitate the change in performance were not reasonably foreseeable at the time the contract was signed; the change is germane to the original contract as signed; and the change order is in the best interest of the Village.

9. Suspension

The Village may, at any time, by written notice to the Contractor require the Contractor to stop all, or any part, of the work required by the Contract. Upon receipt of such a notice, the Contractor shall immediately comply with its terms and take all steps to minimize the occurrence of costs allocable to the work covered by the notice. Contractor shall, upon receipt of notice of suspension, identify in writing all work that must be completed prior to suspension of the work, including all work associated with suspension that must be performed. With respect to work so identified by Contractor and approved by the Village, the Village will pay for the necessary and reasonable costs associated with that work. Contractor shall not be entitled to any claim for lost profits due to the suspension of the work by the Village.
10. Correction of Work

a. Upon receipt of notice, Contractor shall promptly remove from the site and replace any material or correct any defective work or work that fails to conform to the requirements of the Contract, whether completed or not and whether observed before or after Substantial or Final Completion. Contractor shall pay all costs of correcting such work or material including the cost of additional professional services necessary, and the cost of repairing or replacing all other work damaged by such removal or replacement.

b. If within one year after the date of Substantial Completion (or such longer period of time prescribed by any special guarantee or warranty) any work is found to be defective, Contractor shall promptly, at its sole cost and expense and without cost to the Village, repair, replace or correct such defective work along with any damage to other work resulting therefrom.

c. Contractor’s obligations under this Paragraph are in addition to any other obligation or guarantee or warranty contained in the Contract and shall survive the termination of the Contract. The terms of this Section are not in lieu of, and shall not be construed as a waiver of, any applicable statute of limitation or repose.

d. If the Contractor fails to correct defective work within a reasonable time, the Village may perform the necessary corrections. A Change Order will then be issued reflecting an equitable deduction from the Contract Amount for the costs of correction incurred by the Village. The costs of correction will be deducted from payments due to the Contractor or, if no further payments are due to Contractor, then the Contractor’s surety will be responsible for said payment.

11. Warranty

a. Contractor warrants to the Village that all material and equipment furnished under this Contract shall be new and of the most suitable grade for the purpose intended and that all work shall be of good quality, free from faults and defects and in conformance with the Contract. Prior to Final Completion, Contractor shall deliver to the Village all warranties required under the Contract, or to which Contractor is entitled from manufacturers, suppliers, and Subcontractors. All warranties for products and materials incorporated into the work shall begin on the date of Substantial Completion.
b. Neither the final payment nor partial or entire use or occupancy of the site by the Village shall constitute an acceptance of work not done in accordance with Contract or relieve the Contractor or its sureties of liability with respect to any warranties or responsibilities for faulty or defective materials and workmanship. Contractor or its sureties shall remedy any defects in work and any resulting damage to work at its own expense. Contractor shall be liable for correction of all damage resulting from defective work. If Contractor fails to remedy any defects or damage, the Village may correct the defective work or repair damages and the cost and expense incurred shall be paid by or be recoverable from the Contractor or its surety.

c. Contractor warrants that the work shall be done in a workmanlike manner in strict accordance with the Contract and guarantees that the labor, material, and equipment will be free of defects for a period of one (1) year from the date of Substantial Completion unless otherwise provided.

d. Contractor warrants that no materials or supplies for the work purchased by Contractor or any Subcontractor are subject to any chattel mortgage or other condition or agreement by which an interest is retained by the seller. Contractor further warrants that he/she has good title to all materials and supplies used in the performance of the work, and any such materials and supplies are free from all liens, claims or encumbrances. Contractor agrees to indemnify and save the Village harmless from all claims and costs incurred with respect to the lawful demands of Subcontractors, laborers, workmen, mechanics and suppliers of machinery, parts, equipment, tools, and materials arising from Contractor's breach of this Section.

12. Documents

a. Ownership

All drawings, specifications, reports, and any other project documents prepared by the Contractor in connection with any or all the services furnished hereunder shall be delivered to the Village for the expressed use by the Village. All documents, memoranda, drawings, designs, specifications, calculations, computer programs, computer discs, records, notes, samples and information recorded in any tangible or computer form generated or prepared by or at the direction of Contractor shall be the exclusive property of the Village.

Contractor shall provide such work product to Village immediately upon request or termination of this contract for any cause, and such work product shall be of a quality to assure total reproducibility of the documents delivered. In particular, the Village may request, at no additional cost, the delivery of additional sets of drawings or documents if the Contractor fails to deliver a fully reproducible document. Contractor shall not publish, in any technical articles, publications or otherwise, information obtained from performing this Contract on behalf of the Village, without the prior written consent of the Village.
The provisions of this Section shall survive the expiration, conclusion, and termination of this Contract.

b. **Deliverables**

Deliverables, including but not limited to, any plans, specifications, reports, or other project documents prepared by Contractor pursuant to this Agreement shall be the exclusive property of the Village.

Contractor shall provide the Village with the Deliverables both printed form and electronically. All reports and related information shall be compatible with the latest version of the Microsoft Office Suite of Products. All CAD related information shall be compatible with the latest version by Autodesk Corporation. Deliverables in printed form shall be of a quality that assures total reproducibility by the Village.

13. **Payment(s), Retainage & Withholdings**

a. **Submissions of Invoices**

Invoices must have the Purchase Order prominently displayed on page 1 of the invoice and shall provide a detailed breakdown of the amount billed, including the name, title, rate of pay, hours worked and services rendered by each individual during the period stated. Invoices shall reflect all prior amounts billed and paid to date. Invoices shall be accompanied by a progress report setting forth the rates of completion for all tasks scoped and for all deliverable products.

Invoices shall not be deemed due and owing unless and until the following are submitted:

i. Updated construction schedule.

ii. Legally effective release(s) and waiver(s) of lien covering work for which payment is being made.

iii. Legally effective release(s) and trailing waiver(s) of lien(s) covering work for subcontractors for which prior payment to Contractor has been made.

iv. Any other documents requested/required by the Village.

b. **Contract Line Items**

The Contractor is required to complete contract line items to 100% before including the quantity on a pay request.

c. **Retention**

The Village will retain 10% of the Contractor’s progress payments until Final Completion and acceptance of all Work to insure successful completion of the Work. Pursuant to the Mechanics’ Lien Act of Illinois, no payments shall be made to Contractor unless and until Contractor furnishes a written statement of the names of all parties furnishing labor and/or materials under this Contract and the amounts due or to become due. This statement must be made under oath or be verified by affidavit. The Village shall not be obligated to issue any payments nor shall any retained percentage become due until valid and legally effective final releases and waivers of lien have been supplied to the Village by Contractor covering work for which payment to Contractor has been previously made.
d. **Liquidating Damages**
   Invoices will be paid net of any damages assessed by the Village against the Contractor as outlined in this Contract.

e. **Withholding**
   Notwithstanding the terms herein, and without prejudice to any of its other rights or remedies, the Village shall have the right to withhold from any payment that may be or become due such amount as may reasonably appear necessary to compensate the Village for any actual or prospective loss due to defective work or work that does not conform to the Contract; damage for which the Contractor is liable; state or local sales, use or excise taxes that may have been paid by Contractor or any of its Subcontractors; any lien or claim of third parties, subcontractors or suppliers regardless of merit; inability of the Contractor to complete the performance of the work; or any other failure by the Contractor to perform any of its obligations under the Contract. The Village shall be entitled to retain all amounts so withheld until the Contractor either performs the outstanding obligation or furnishes security in a form acceptable to the Village for such performance.

f. **Final Payment to Contractor**
   Upon completion of the work and approval by the Village, and upon receipt and approval of all closeout submittals required under the Contract and original final waiver(s) of lien, the Village will pay the Contractor the final payment within thirty (30) calendar days thereafter. No final payment shall become due and owing, however, unless and until Contractor shall completely repaired or replaced, at no expense to the Village, any damage to existing buildings, paving, landscaping, streets, drives, utilities, or other Village property arising during the performance of the work or incidental thereto caused by Contractor, any Subcontractors, material suppliers, or others performing work on behalf, or at the request, of Contractor.

The acceptance by the Contractor of final payment shall constitute a release and waiver of any and all rights and privileges under the terms of the Contract, and shall relieve the Village from any and all claims or liabilities for anything done or furnished relative to the work or for any act or neglect on the part of the Village relating to or connected with the Contract. Any payment, final or otherwise, shall not release the Contractor or his sureties from any obligations under the Contract or the performance bond and payment bonds.
14. Technology

Contractor will be provided with one or more Village iPads and accompanying wireless internet access during the performance of the Work. Contractor shall only use the Village provided iPads and wireless internet access when performing the Work outlined herein on behalf of the Village; and in accordance with the Village’s policy on computer usage and internet access.

Contractor shall have no expectation of privacy with regards to the use of the iPads, software and wireless internet access provided by the Village.

Contractor will return the iPads to the Village upon request or completion of the Work in the same condition as the iPads were in when checked out by Contractor. The Contractor will be financially responsible for the timely repair or replacement of any iPads provided to Contractor not returned in the same condition as when they were checked out.
ATTACHMENT THREE
SPECIAL PROVISIONS
PCC SPEED HUMPS

Description. The Contractor shall construct speed humps to a height of 3 inches at its highest point, per the detail included in the plans.

Construction Requirements. The existing pavement thickness on Elmwood Avenue is estimated to be 9” concrete. Speed humps shall be constructed with IDOT Class PP-1 concrete. The speed humps shall have epoxy coated dowel bars, drilled into the existing curb spaced at 30” on center.

The surface of the pavement shall have a broom finish and the contractor shall allow the pavement to cure to a minimum compressive strength of 3,500 PSI prior to opening the road to traffic. Speed humps shall be constructed in pairs, one per side of 21st Street to maintain access to all residences on Elmwood Avenue throughout the duration of the project.

CONCRETE WASHOUT FACILITY

Description. The Contractor shall take sufficient precautions to prevent pollution of streams, lakes, reservoirs, and wetlands with fuels, oils, bitumens, calcium chloride, or other harmful materials according to Article 107.23 of the Standard Specifications and as noted herein.

Construction Requirements. To prevent pollution by residual concrete and/or the by-product of washing out the concrete trucks, concrete washout facilities shall be constructed and maintained at any location which includes cast-in-place concrete items. The concrete washout shall be constructed, maintained, and removed according to this Special Provision. The concrete washout facility shall be constructed on the job site in accordance with Illinois Urban Manual practice standard for Temporary Concrete Washout Facility (Code 954). The Contractor may elect to use a prefabricated portable concrete washout structure. The Contractor shall submit a plan for the concrete washout facility to the Village for approval a minimum of three (3) working days before the first concrete pour.

The working concrete washout facility shall be in place before any delivery of concrete to the site. The Contractor shall ensure that all concrete washout activities are limited to the designated area.

The concrete washout facility shall be located no closer than 50 feet from any environmentally sensitive areas, such as water bodies, wetlands, and/or other areas indicated on the plans. Adequate signage shall be placed at the washout facility and elsewhere as necessary to clearly indicate the location of the concrete washout facility to the operators of concrete trucks.

The concrete washout facility shall be adequately sized to fully contain the concrete washout needs of the project. The contents of the concrete washout facility shall not exceed 75% of the facility capacity. Once the 75% capacity is reached, concrete placement shall be discontinued until the facility is cleaned out. Hardened concrete shall be removed and properly disposed of outside the Right-of-Way. Slurry shall be allowed to evaporate or shall be removed and properly disposed of outside the Right-of-Way.

The Contractor shall immediately replace damaged basin liners or other washout facility components to prevent leakage of concrete waste from the washout facility. Concrete washout facilities shall be inspected by the Contractor after each use. All spills shall be reported to the Village and cleaned up immediately. The Contractor shall remove the concrete washout facility when it is no longer needed.
Method of Measurement and Basis of Payment. This work will not be paid for separately but shall be included in the cost of concrete items.

SAW CUTTING

Description. The Contractor shall saw cut existing curb, sidewalk, or pavement prior to the start of curb, sidewalk, utility, pavement removal or patching work.

Construction Requirements. The concrete saw shall be equipped with a diamond blade of sufficient size to saw pavements full-depth and be capable of accurately maintaining cutting depth. All saw cuts shall be parallel or perpendicular to the curb & gutter, edge of sidewalk, or the edge of pavement, with vertical straight, clean, edges, to the satisfaction of the Village. It is Contractor’s responsibility to determine the thickness of the existing pavement and whether it contains reinforcement. The slurry resulting from the saw cutting work shall be immediately washed away using water to prevent tracking by vehicles or pedestrians to the satisfaction of the Village. Any damages caused by the Contractor to infrastructure outside the limits of work shall be repaired or replaced at the Contractor’s expense.

Method of Measurement and Basis of Payment. This work will not be paid for separately but shall be included in the cost of the removal, concrete, and patching items.

SODDING, SPECIAL

Description. This work shall consist of preparing the ground surface, furnishing topsoil to a minimum depth of 4”, fertilizing areas if necessary, and placing sod as directed by the Village. All work shall be in accordance with the applicable portions of Sections 211 and 252 of the Standard Specification except as noted herein.

Construction Requirements. In addition to applicable portions of Section 107 of the Standard Specification, all other areas shall be restored to their conditions prior to construction. The Contractor shall grade all ditch lines which are disturbed during construction to ensure proper drainage exists after construction. Restoration at all locations of underground construction shall take place after the trench has settled.

When sod is specified, a minimum width of 24” shall be replaced as part of the restoration along curb and gutter, sidewalk, aprons, and at other locations as directed by the Village.

When fertilizer is specified, 180 pounds of fertilizer nutrients per acre (210 kilograms per hectare) shall be applied at a 1:1:1 ratio as follows:

<table>
<thead>
<tr>
<th>Nutrient Type</th>
<th>Application Rate</th>
</tr>
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<tbody>
<tr>
<td>Nitrogen Fertilizer Nutrients</td>
<td>60 lbs./acre (70 kg/ha)</td>
</tr>
<tr>
<td>Phosphorus Fertilizer Nutrients</td>
<td>60 lbs./acre (70 kg/ha)</td>
</tr>
<tr>
<td>Potassium Fertilizer Nutrients</td>
<td>60 lbs./acre (70 kg/ha)</td>
</tr>
</tbody>
</table>

All sod shall be salt tolerant, unless directed otherwise by the Village.

Initial watering shall be applied within two hours after the sod placement at a rate of 5 gal/sq yd. Required additional watering shall be done in accordance with Articles 252.08 and 252.09 of the Standard Specification and as shown on the following table.
<table>
<thead>
<tr>
<th>Sept. 1 – May 30</th>
<th>7</th>
<th>5 Days</th>
<th>3 gal/sq yd</th>
</tr>
</thead>
<tbody>
<tr>
<td>June 1 – Aug. 31</td>
<td>15</td>
<td>3 Days</td>
<td>3 gal/sq yd</td>
</tr>
</tbody>
</table>

Method of Measurement and Basis of Payment. This work shall be paid at the contract price per SQUARE YARD for SODDING, SPECIAL. This price shall include all costs for trimming and grading transitions, furnishing topsoil, placing topsoil, fertilizing, furnishing sod, placing sod, sod watering, disposing of excess materials, and all other labor, equipment, and materials used to complete the work as specified herein.

Supplemental watering, if conducted within 30 days of sod placement, will not be paid for separately but shall be considered included in the unit price for SODDING, SPECIAL.

**COMBINATION CURB AND GUTTER REMOVAL AND REPLACEMENT**

**Description.** This work shall consist of constructing combination concrete curb and gutter in accordance with Section 606 of the Standard Specifications except as noted herein. The type of curb and gutter shall match adjacent existing curb and gutter sections, unless otherwise directed by the Village. The purpose of this item is to replace intermittent sections of the existing curb and gutter.

**Construction Requirements.** The Contractor shall maintain driveway and sidewalk access with temporary stone during construction, except during and up to three days after pouring the concrete.

The Contractor shall front-fill the replaced curb edges that are adjacent to pavement with controlled low-strength material flowable fill. This work shall occur at least one (1) day prior to milling the pavement surface or allowing street parking.

Method of Measurement and Basis of Payment. This work will be paid for at the contract unit price per FOOT for COMBINATION CURB AND GUTTER REMOVAL AND REPLACEMENT. This price shall include all costs for excavating existing curb sections, disposing of the excess excavated material, furnishing aggregate base material (CA-6), backing filling, and all other labor, material, and equipment necessary to furnish and install this item.

The labor, material, and equipment necessary to maintain driveway and sidewalk access during construction with temporary stone shall be included in the cost of COMBINATION CURB AND GUTTER REMOVAL AND REPLACEMENT and will not be paid for separately.

**PREPARATION OF BASE**

Preparation of the existing base shall be considered included in the cost of PAVEMENT REMOVAL.
ATTACHMENT FOUR
CONSTRUCTION PLANS
VILLAGE OF WILMETTE
ENGINEERING AND PUBLIC WORKS DEPARTMENT

ELMWOOD AVENUE SPEED HUMP PROJECT

INDEX OF SHEETS:
1. COVER SHEET
2. SCHEDULE OF QUANTITIES
3. TRAFFIC CONTROL PLAN
4. SPEED HUMP DETAIL

THE IMPROVEMENTS ARE LOCATED IN THE VILLAGE OF WILMETTE.

SCALE: 1" = 20 ft

JULIE
JOINT UTILITY LOCATION INFORMATION FOR EXCAVATION 847-853-7621 OR 811

PROJECT ENGINEER: DAN SMITH, P.E. (847-853-7621)
## Estimate for Elmwood Avenue Traffic Calming (Base Bid 1)

<table>
<thead>
<tr>
<th>No.</th>
<th>Item</th>
<th>Quantity</th>
<th>Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Pavement Removal</td>
<td>133.2</td>
<td>SY</td>
</tr>
<tr>
<td>2</td>
<td>Speed Hump</td>
<td>4</td>
<td>EA</td>
</tr>
<tr>
<td>3</td>
<td>Combination Concrete Curb and Gutter Removal and Replacement</td>
<td>84</td>
<td>FT</td>
</tr>
<tr>
<td>4</td>
<td>Pavement Marking (Epoxy)</td>
<td>4</td>
<td>EA</td>
</tr>
<tr>
<td>5</td>
<td>Sodding</td>
<td>25</td>
<td>SY</td>
</tr>
<tr>
<td>6</td>
<td>Traffic Control &amp; Protection</td>
<td>1</td>
<td>LS</td>
</tr>
</tbody>
</table>

## Estimate for Elmwood Avenue Traffic Calming (Base Bid 2)

<table>
<thead>
<tr>
<th>No.</th>
<th>Item</th>
<th>Quantity</th>
<th>Unit</th>
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</thead>
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<tr>
<td>1</td>
<td>Pavement Removal</td>
<td>68.6</td>
<td>SY</td>
</tr>
<tr>
<td>2</td>
<td>Speed Hump</td>
<td>2</td>
<td>EA</td>
</tr>
<tr>
<td>3</td>
<td>Combination Concrete Curb and Gutter Removal and Replacement</td>
<td>48</td>
<td>FT</td>
</tr>
<tr>
<td>4</td>
<td>Pavement Marking (Epoxy)</td>
<td>2</td>
<td>EA</td>
</tr>
<tr>
<td>5</td>
<td>Sodding, Special</td>
<td>13</td>
<td>SY</td>
</tr>
<tr>
<td>6</td>
<td>Traffic Control &amp; Protection</td>
<td>1</td>
<td>LS</td>
</tr>
</tbody>
</table>
NOTE: SIGN LOCATIONS AND QUANTITY SUBJECT TO CHANGE ACCORDING TO THE FINAL NUMBER OF SPEED HUMPS CONSTRUCTED AS PART OF THIS CONTRACT.
SPEED HUMP DETAIL
EXISTING PAVEMENT

1. GENERAL STANDARD
   ALL SPEED HUMPS SHALL BE INSTALLED PER FIGURE 4.1, PAGE 13 OF THE INSTITUTE FOR
   TRANSPORTATION ENGINEERS "GUIDELINES FOR THE DESIGN AND APPLICATION OF SPEED HUMPS", AS FOLLOWS:

   ![Diagram of speed hump detail]

   **FIGURE 4.1**
   SOURCE: CLEMENT, I. P. "SPEED HUMPS AND THE THOUSAND OAKS EXPERIENCE." CITY OF THOUSAND OAKS
   THOUSAND OAKS, CA. SEPTEMBER 1982

   2. GENERAL REQUIREMENTS
   A. SPEED HUMPS WILL BE 12' IN LENGTH, AND WILL COVER THE ENTIRE STREET WIDTH WHILE MAINTAINING THE
      GUTTER LINE.
   B. THE STANDARD HEIGHT OF A SPEED HUMP WILL BE 3' AT ITS HIGHEST POINT.
   C. ADVANCED WARNING SIGNS WILL BE INSTALLED BY THE VILLAGE.
   D. SPEED HUMPS SIMILAR TO THE SPECIFIED SPEED HUMPS THAT HAVE ALREADY BEEN INSTALLED IN THE VILLAGE MAY
      BE VIEWED ON KENILWORTH AVENUE BETWEEN LOCUST ROAD AND HUNTER ROAD.

   **PLAN VIEW**
   NOT TO SCALE
   ![Plan view diagram]

   8" WHITE
   SPEED
   HUMP
   8" WHITE
   C/L STREET

   SCALE SHEET NO. OF SHEETS VS. TO VS.

   CONSTRUCTION:
   
   [Details and specifications as per the document]
This Contract is made this 27th day of June, 2018 by and between the Village of Wilmette, an Illinois municipal corporation (hereinafter referred to as the "Village" and THE CONSTRUCTION COMPANY, LLC its officers, directors, successors, and assigns (hereinafter referred to as "Contractor") (collectively referred to as the "Parties").

In consideration of the mutual covenants and agreements of the Parties, Contractor agrees to perform, and the Village agrees to pay for, the Work officially known as Water Plant Electrical Improvements Project as more fully set forth in the Contract Documents.

SECTION 1. CONTRACT DOCUMENTS

The Contract Documents, which are incorporated by reference as though fully set forth in this Contract, include the following:

Instructions to Bidders
Bid Proposal Form dated 03/15/2018
Bidder's Certification
Performance Reference Form
Bidder's Substitution Sheet
Mandatory Pre-Bid Meeting Attendance Form
Contract No. 17-M-0017
General Contract Conditions
Special Provisions
Specifications for Construction
Contractor's Drug Free Workplace Certification
Compliance with Confined Space Entry Policy and Procedure Form
Performance Bond
Payment Bond
Notice of Intent to Award
Notice of Award
Notice to Proceed
Contractor's Certification
National Security/Patriot Act Certification
IEPA Supplementary Instructions and Required Forms
Plans and Drawings
SECTION 2. MISCELLANEOUS TERMS

A. Assignment.
Contractor shall not assign this Contract or any portion thereof. The merger, consolidation, or liquidation of Contractor or any change in the ownership of or power to vote 33 and 1/3% or more of Contractor's capital stock, as held as of the date of execution of this Contract, shall be deemed an assignment, provided however, that transfer of ownership of shares of capital stock between persons who, on the date of this Contract, are owners of Contractor's capital stock, shall not constitute an assignment.

B. Waiver.
The failure of either Party to enforce any term, condition, or covenant (herein referred to as "provision") of this Contract shall not be deemed a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with such provision and every other provision of this Contract. No provision of this Contract shall be deemed to have been waived by either Party unless such waiver is in writing by said Party.

C. Governing Law.
For any legal action between the Parties concerning the interpretation, construction and enforcement of this Contract, or subject matter thereof, venue shall be in Cook County, Illinois and the laws of the State of Illinois shall govern the cause of action. In any action involving the interpretation or construction of this Contract or the Contract Documents the terms thereof shall not be construed in favor of, or against, either or the Parties.

D. Captions.
The captions set forth herein are inserted solely for ease and convenience of reference and are not intended to provide a basis for the construction and interpretation of the Contract or Contract Documents.

E. Entire Agreement.
This Contract contains all negotiations, agreements, covenants and understandings between the Parties and supersedes any such prior written or oral agreement. This Contract may not be modified or amended unless such modification or amendment is evidenced in writing, signed by both Parties and dated on the same date as, or later date than, the date of this Contract.

F. Survival.
The aforesaid covenants, agreements, representations, guarantees and warranties shall survive the expiration or termination of the Contract.

G. Effective Date.
The CONTRACTOR will commence the work required by the Contract Documents within ten calendar days after receipt of the NOTICE TO PROCEED.
IN WITNESS WHEREOF, this Contract is executed in two (2) counterparts, each one of which shall be deemed an original.

Accepted this ____ day of ____________, 2018

THE VILLAGE OF WILMETTE

By: __________________________
   Robert T. Bielinski, Village President

Attest: _______________________
   Timothy J. Frenzer, Village Clerk

Accepted this ____ day of ____________, 2018

If Contractor is an Individual:

By: __________________________
   (Name)

If Contractor is a Partnership:

_____________________________
   (Firm Name)

By __________________________
   (partner)

By __________________________
   (partner)
Limited Liability Company

If Contractor is a Corporation:

IHC Construction Companies, LLC

(Corporation Name)

By

(Name of person authorized to sign)

David J. Rock, President

(Title)

Attest

(Secretary) Alan L. Orosz

If Contractor is a Joint Venture:

(Name of Joint Venture)

By

(Name)

By

(Name)
VILLAGE OF WILMETTE
1200 Wilmette Ave
Wilmette, IL 60091

The Water Plant Electrical Improvements Project
BID Document No. 17-M-0017
IEPA Loan Project Number L173763

Project Bid Manual (Volume 1 out of 2)

Bid Opening Date: March 16, 2018
Bid Opening Time: 1:00 PM
Bid Opening Location: Wilmette Village Hall

Mandatory Pre-Bid Meeting Date: February 6th, 2018
Mandatory Pre-Bid Meeting Time: 10:00 AM
Mandatory Pre-Bid Meeting Room: Wilmette Water Plant
200 Lake Avenue, Wilmette

Bid Security: 10% Bid Bond
Performance Bond and Payment Bonds: Yes

Submit Bids To:
Joan Schouten
Procurement Manager
Village of Wilmette
1200 Wilmette Avenue
Wilmette, Illinois 60091

Note: This cover sheet is an integral part of the contract documents and is, as are all
of the following documents, part of any contract executed between the Village of
Wilmette and any successful BIDDER. Do not detach any portion of this document.
Invalidation could result.
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<tr>
<td>Attachment Two - Project Bid Manual Volume 3: Construction Drawings</td>
<td></td>
</tr>
</tbody>
</table>
NOTICE TO BIDDERS
FOR
WATER PLANT ELECTRICAL IMPROVEMENTS PROJECT
BID Document No. 17-M-0017
IEPA Loan Project Number L173763

Sealed bids will be received by the Village of Wilmette, Cook County, by Joan Schouten, Procurement Manager at the Village Hall Finance Department, 1200 Wilmette Ave., Wilmette, Illinois 60091 until 10:00 AM, local time on March 15, 2018 and at that time publicly opened and read.

Bid Opening: March 15, 2018 at 1:00 PM

Bid Deposit: Bid Bond 10%

TIME AND PLACE OF OPENING BIDS
Notice is hereby given that the Village of Wilmette, Illinois, acting through the Department of Water Management, will receive sealed bids at the Wilmette Village Hall, 1200 Wilmette Avenue, Wilmette, Illinois until March 15, 2018 at 10:00 AM, CST, at which time the bids will be publicly opened and read.

DESCRIPTION OF PROJECT
The electrical improvements consists of constructing a new generators building and an addition to the Water Plant, furnishing and installing new generators, switchgear, Motor Control Centers (MCCs), integration with the existing SCADA system and HVAC as well as the relocation of an 8 inch cast iron sanitary forced main. See Section 01 11 01 for more detailed information.

AVAILABILITY OF CONTRACT DOCUMENTS
Bidding Documents are available for examination or purchase during normal business hours at the office of CDM Smith Inc., 125 South Wacker Drive, Suite 700, Chicago, IL 60606 (telephone 312-346-5000). A complete set of paper and electronic copies of the Bidding Documents may be purchased for $400 per set with full-size Drawings, or $300 per set with half-size Drawings. All fees for copies of the Bidding Documents are non-refundable, and cover costs of copying, handling, and mailing. Payment shall be in cash or by bank or certified check payable to CDM Smith Inc.

MANDATORY PRE-BID MEETING
There will be a mandatory pre-bid meeting for this work on Tuesday February 6th, 2018 at 10:00 AM at the Wilmette Water Plant, 200 Lake Avenue, Wilmette, Illinois, 60091. A site walkthrough will take place at the conclusion of the pre-bid conference.

BID SECURITY
All bids proposals must be accompanied by a certified check, bank cashier's check, bid bond (in the form as provided in the Contract Documents), or bank draft payable to the Village of Wilmette - equal to ten (10%) percent of the amount of the bid.
LOAN FUNDING
Any contract or contracts awarded under this invitation for bids are expected to be funded in part by a loan from the Illinois Environmental Protection Agency (IEPA). Neither the State of Illinois nor any of its departments, agencies, or employees is or will be a party to this invitation for bids or any resulting contract. This procurement will be subject to regulations contained in the procedures for Providing Financial Assistance from the Water Pollution Control Program (35 IAC Part 365), the Davis-Bacon Act (40 USC 276a through 276a-5) as defined by the United States Department of Labor, the Employment of Illinois Workers on Public Works Act (30 ILCS 570), the DBE Policy per 40 CFR Part 33 as amended, and the "Use of American Iron and Steel" requirements as contained in Section 436 (a) – (f) of the Consolidated Appropriations Act, 2014.

This procurement is also subject to the loan recipient's policy regarding the increased use of disadvantaged business enterprises. The loan recipient's policy requires all bidders to undertake specified affirmative efforts at least sixteen (16) days prior to bid opening. The policy is contained in the specifications. Bidders are also required to comply with the President's Executive Order No. 11246, as amended. The requirements for bidders and Contractors under this order are explained in 41 CFR 60-4.

EVERY CONTRACTOR SUBMITTING A BID, WHETHER OR NOT THE FIRM IS LISTED AS A DISADVANTAGED BUSINESS, MUST PLACE AN AVERTISMENT FOR LABOR, MATERIAL AND EQUIPMENT IN THE CHICAGO TRIBUNE AT LEAST 16 DAYS PRIOR TO THE DATE OF THE RECEIPT OF BIDS IN COMPLIANCE WITH THE APPLICABLE PORTIONS OF THE SECTION ENTITLED "LOCAL SPECIFICATIONS FOR DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION".

PERFORMANCE AND PAYMENT BONDS
The successful Bidder will be required to furnish Performance and Payment Bonds for one hundred (100%) percent of the contract sum. Said Bonds shall be in a form acceptable to the Village and must be deposited with the Village at the time of execution of the Contract.

REJECTION OF BIDS
The Village reserves the right to defer the award of the contract for a period not to exceed one hundred twenty (120) calendar days after the date bids are received, and to accept or reject any or all proposals and to waive technicalities.

Date of Publication: January 11, 2018

Published in the Wilmette Beacon and on the Village of Wilmette website at www.wilmette.com
INSTRUCTIONS TO BIDDERS

Water Plant Electrical Improvements Project
Contract No. 17-M-0017

PREPARATION OF BID
Bids must be made in strict accordance with these Instructions. Failure to do so may result in disqualification of bid. Bidder shall prepare its bid on the attached forms. All blank spaces on the bid proposal pages, forms and certifications must be completed in ink or type written. All signatures must be completed in ink. Bidders are warned against making any erasures or alterations of any kind. Proposals, which contain omissions, erasures, conditions, alterations, or additions not called for, may be rejected.

BID AMOUNT
The total bid amount is to be shown in both words and figures where indicated. In case of a discrepancy between words and figures, the words shall prevail, unless it clearly appears in the Village's opinion that the words rather than the figures are in error. Do not include taxes in the bid amount. The Village is exempt by law from paying the following taxes: Federal Excise Tax, Illinois Retailer’s Occupation Tax, Use Tax, and Municipal Retailers' Occupation Tax on materials and services purchased by the Village. A copy of the Village’s tax-exempt letter will be provided when requested.

ALTERNATES
To the extent any alternates proposed by Bidder are accepted, all Work affected by an alternate must be performed in accordance with the Contract Documents and all related and surrounding Work must be properly integrated into the alternate.

UNIT PRICES
1. Unit prices submitted as part of the Bid Proposal shall include full compensation for all required labor, products, tools, equipment, plant, transportation, services, incidentals, application, performance, installation, overhead and profit. Should there be a discrepancy between the gross sum bid amount and the bid amount calculated from the summation of quantities multiplied by their respective unit prices, the latter shall apply.

2. The quantities stated in these bid documents for which unit prices are to be provided are approximate only and are intended for the purposes of obtaining a gross sum, computing the value of additions and deductions, and determining the lowest responsible Bidder. Compensation to the Contractor shall be based upon the actual quantities used for the performance of the Work multiplied by the unit price stated in Contractor’s Bid Proposal for each item.

PERMITS AND LICENSES
The CONTRACTOR shall obtain, at its own expense, all permits and licenses that may be required to complete the contract, and/or required by municipal, state, and federal regulations and laws. All fees shall be included in the bid, no additional compensation will be allowed. Building permit fees for the Village of Wilmette will be waived. The
CONTRACTOR must obtain a Village of Wilmette Business License prior to the commencement of any work on the project.

**CLARIFICATION OF CONTRACT DOCUMENTS**

Any Bidder in doubt as to the meaning of any part of the Contract Documents may submit written questions prior to March 12th, 2018. Oral explanations of the Contract Documents will not be provided at any time. Questions regarding this work should be directed to the Project Manager, Mr. Michael Kahn, CDM Smith, at kehnme@cdmsmith.com and copy Mr. Brandon Diffenderfer, CDM Smith, at diffenderferbi@cdmsmith.com.

**ADDENDA**

If a written addendum is issued, a copy of such addendum will be issued by email, fax transmittal, first-class mail or overnight delivery to all holders of bid documents known to the Village. It is the Bidder's responsibility to ascertain that they have received all addenda issued to the bidding documents prior to submitting their bids. Bidders must provide written acknowledgment of receipt of each addendum issued with their bid submission. The information shall also be placed on file and be made available to the public per the Freedom of Information Act. No addenda shall be issued less than three (3) working days prior to the bid opening date.

**EXECUTION OF BID**

If Bidder is a corporation, the President and Secretary shall execute the bid and the corporate seal shall be affixed. In the event the bid is executed by other than the President, attach hereto a certified copy of that section of corporate by-laws or other authorization, which permits the person to execute the bid for the corporation. If Bidder is a partnership, all partners shall execute the bid, unless one partner has been authorized to sign for the partnership, in which case, evidence of such authority satisfactory to the Village shall be submitted. If Bidder is a joint venture, each joint venturer shall execute the bid. Failure to execute bids as required may be cause for rejection.

**POWER OF ATTORNEY**

Bidder's whose bids, bonds, or other documents are signed by an attorney-in-fact must file with each such document a certified copy of an appropriate Power of Attorney stating the date for which it is effective.

**SITE CONDITIONS**

Bidders are responsible for becoming familiar with all conditions, instructions, plans, drawings, specifications and other Contract Documents governing the Project; and, shall inspect the site prior to submitting a Bid. Submission of a bid shall be deemed certification that the Bidder has taken all steps necessary to become fully informed as to the nature and scope of the Work to be done, expectations, conditions, requirements, specifications, Contract Documents and the accuracy of estimates as to quantities of materials and labor. Failure to take such steps prior to submitting a bid will be at the Bidder's own risk and the Bidder's failure to take such steps will not: a) secure relief on a plea of error or mistake; b) excuse the successful Bidder, as Contractor,
from performance of the duties and obligations imposed under the terms of the Contract Documents; c) serve as a basis for modifying the Contract in any way; or, d) justify any request for additional compensation or time. Bidders must coordinate their inspections with the Project Manager for this project.

**LOAN FUNDING**

Any contract or contracts awarded under this invitation for bids are expected to be funded in part by a loan from the Illinois Environmental Protection Agency (IEPA). Neither the State of Illinois nor any of its departments, agencies, or employees is or will be a party to this invitation for bids or any resulting contract. The procurement will be subject to regulations contained in the procedures for Providing Financial Assistance from the Water Pollution Control Program, the Davis-Bacon Act (40 USC 276a through 276a-5) as defined by the United States Department of Labor, the Employment of Illinois Workers on Public Works Act (30 ILCS 570), the DBE Policy per 40 CFR Part 33 as amended, and the "Use of American Iron and Steel" requirements as contained in Section 436 (a) – (f) of the Consolidated Appropriations Act, 2014. This procurement is also subject to the loan recipient's policy regarding the increased use of disadvantaged business enterprises. The loan recipient's policy requires all bidders to undertake specified affirmative efforts at least sixteen (16) days prior to bid opening. The policy is contained in the specifications. Bidders are also required to comply with the President's Executive Order No. 11246, as amended. The requirements for bidders and Contractors under this order are explained in 41 CFR 60-4.

**EVERY CONTRACTOR SUBMITTING A BID, WHETHER OR NOT THE FIRM IS LISTED AS A DISADVANTAGED BUSINESS, MUST PLACE AN AVERTISEMENT FOR LABOR, MATERIAL AND EQUIPMENT IN THE CHICAGO TRIBUNE AT LEAST 16 DAYS PRIOR TO THE DATE OF THE RECEIPT OF BIDS** in compliance with the applicable portions of the Section entitled "LOCAL SPECIFICATIONS FOR DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION"

Failure to take this action will result in disqualification of the Bid Proposal.

**MANDATORY PRE-BID MEETING**

Potential Bidders for this work are required to attend a MANDATORY Pre-Bid meeting which will be held at the Village of Wilmette Water Plant at 200 E. Lake Ave, Wilmette, IL 60091, at 10:00 AM CT on Tuesday, February 6th, 2018. This meeting will allow potential bidders to inspect the installation area, prior to offering their bid. Please confirm your intention to attend this meeting by contacting:

Michael E. Kahn, Project Manager  
CDM Smith  
125 South Wacker Dr. Suite 700  
Chicago, IL. 60606  
Phone: 312.346.6000  
kahnme@cdmsmith.com
Note:
A copy of the **signed** attendance form (available on page 37) for the mandatory pre-bid meeting must be included with your bid.

**PREVAILING WAGE RATE**
The VILLAGE OF WILMETTE and the IEPA direct that all Contractors and subcontractors bidding on this project shall be governed by the Davis-Bacon Act (40 USC 276a through 276a-5). It is the Contractors and the subcontractors responsibility to obtain current prevailing wage rate information from the Illinois Department of Labor throughout the progress of the Work. Prevailing wage rate can be obtained from the Illinois Department of Labor at 1 West Old State Capitol Plaza, Room 300, Springfield, IL 62701, (217) 782-1710, or the internet at [http://www.state.il.us/agency/idol/](http://www.state.il.us/agency/idol/). Sub recipients may obtain wage determinations from the U.S. Department of Labor’s web site, [www.wdol.gov](http://www.wdol.gov). See Appendix A (Davis-Bacon Act Wages) and Appendix B (Cook County Prevailing Wage).

If the prevailing wage rates are revised by the Illinois Department of Labor at any time during the term of the contract, the revised prevailing wage rate shall apply to the work performed pursuant to the contract, and all Contractors and subcontractors shall pay their employees in accordance with the new prevailing wage rate.

**BID SECURITY**
All bid proposals must be accompanied by a certified check, bank cashier's check, bid bond in the form as provided in the Contract Documents, or bank draft payable to the Village of Wilmette equal to ten (10%) percent of the amount of the bid. Bids not accompanied by the required bid security will be rejected.

The bid security of all except the three (3) lowest responsive and responsible Bidders will be returned within fourteen (14) calendar days after the opening of the bids. The bid security of the successful Bidder will be returned after acceptance by the Village of a satisfactory performance bond. The remaining bid securities of each Bidder will be returned within fourteen (14) days after the Village Board of Trustees has awarded the contract.

**Note:** Should Bidder fail to execute a contract and provide the required bonds and insurance within fourteen (14) calendar days from receipt of the Notice of Award, all Bid Security submitted will be forfeited as liquidated damages intended, not as a penalty, but as compensation for the damages resulting from Bidder’s default.

**SUBMISSION OF BID**
Each BID must be submitted in a sealed envelope, addressed to Joan Schouten, Procurement Specialist, at the Village of Wilmette, 1200 Wilmette Avenue, Wilmette, Illinois 60091. Each sealed envelope containing a BID must be plainly marked on the outside as a **BID for the Water Plant Electrical Improvements Project, BID No. 17-M-0017** and the envelope should bear on the outside the name of the BIDDER, his address, his license number if applicable and the name of the project for which the BID
is submitted. If forwarded by mail, the sealed envelope containing the BID must be enclosed in another envelope addressed to the Village of Wilmette at 1200 Wilmette Avenue, Wilmette, Illinois 60091 and shall include this same information.

BIDDERS must satisfy themselves of the accuracy of the estimated quantities in the BID Schedule by examination of the site and a review of the drawings and specifications including Addenda. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities of WORK or of the nature of the WORK to be done.

All BIDS must be made on the required BID form. All blank spaces for BID prices must be filled in, in ink or typewritten, and the BID form must be fully completed and executed when submitted. Only one copy of the BID form is required. The VILLAGE shall provide to BIDDERS prior to BIDDING, all information that is pertinent to, and delineates and describes, the land owned and rights-of-way acquired or to be acquired.

The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent, or employee of the VILLAGE or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the contract. A BID BOND payable to the Village of Wilmette must accompany each BID for ten percent of the total amount of the BID. As soon as the BID prices have been compared, the VILLAGE will return the BONDS of all except the three lowest responsible BIDDERS. When the Agreement is executed, the bonds of the two remaining unsuccessful BIDDERS will be returned. The BID BOND of the successful BIDDER will be retained until the Payment and Performance Bonds have been executed and approved, after which it will be returned.

Attorneys-in-fact who sign BID BONDS or Payment and Performance Bonds must file with each BOND a certified and effective dated copy of their power of attorney. Any contract entered into by the loan recipient and any sub-agreement hereunder, shall provide that representatives of the Agency will have access to the work whenever it is in preparation or progress and that the CONTRACTOR or subcontractor will provide proper facilities for such access and inspection. Such contract or sub-agreement must also provide that the Agency or any authorized representative shall have access to any books, documents, papers, and records of the CONTRACTOR or subcontractor, which are pertinent to the project for the purpose of making audit, examination, excerpts, and transcriptions thereof.

The Notice of award will be issued after the IEPA approves the contract document. The party to whom the contract is awarded will be required to sign the Contract Agreement and obtain the Payment and Performance Bonds within ten (10) calendar days from the date when Notice of Award is delivered to the BIDDER. The necessary BOND forms shall accompany the Notice of Award. In case of failure of the BIDDER to execute the BONDS, the Village may at its option consider the BIDDER in default, in which case the BID BOND accompanying the proposal shall become the property of the Village.
Should the VILLAGE not execute the NOTICE OF AWARD within ten (10) calendar days after the IEPA approves the contract document, the BIDDER may by WRITTEN NOTICE withdraw his signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the VILLAGE.

The NOTICE TO PROCEED will be issued after the Village of Wilmette receives all the Bonds Forms and a signed Notice of Award.

The VILLAGE may make such investigations as he deems necessary to determine the ability of the BIDDER to perform the WORK, and the BIDDER shall furnish to the VILLAGE all such information and data for this purpose as the VILLAGE may request. The VILLAGE reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the VILLAGE that such BIDDER is properly qualified to carry out the obligations of the Agreement and to complete the WORK contemplated therein. A conditional or qualified BID will not be accepted. Award will be made to the low, responsive, responsible BIDDER.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the contract throughout including the Employment of Illinois Workers on Public Works Act (30 ILCS 570) and, the Davis-Bacon Wage Act (40 USC 276a through 276a-5) as defined by the United States Department of Labor. BIDDER shall not discriminate based on race, color, national origin or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial agreements. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or other legally available remedies.

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to his BID. Each BIDDER shall supply a list of all subcontractors that submitted proposals and if requested by the VILLAGE all major material suppliers.

**Withdrawal Of Bid**

Upon written request, bids may be withdrawn at any time prior to the advertised bid opening. Bidders withdrawing their bid prior to the date and time set for the bid opening may still submit another bid if done so in accordance with these instructions. The successful Bidder shall not withdraw or cancel its bid after having been notified that the Village Board of Trustees has accepted said bid.

**Competency Of Bidder**

The Bidder, if requested in writing by the Village, must present within three (3) working days, satisfactory evidence of its ability and possession of the necessary facilities, experience, financial resources and adequate insurance to comply with the terms of the Contract Documents.
DISQUALIFICATION OF BIDS
The following will be cause for disqualification of bids:
1. Prices excessively high and/or exceed monies available for the intended work;
2. Failure to submit required bid security;
3. Failure to offer to meet specified delivery or performance deadlines;
4. Failure to price out the bid in conformance with the required format; or qualification of price to protect the Bidder from unknown future market conditions;
5. Attempt to modify or limit the Village’s contractual rights in any way;
6. Reasonable suspicion of either conflict of interest or collusion among Bidders;
7. Failure to submit required information, literature, or affidavits with bid;
8. Late bids;
9. Failure to properly execute the bid or required bid form;
10. Submission of bid proposal that contains a material variance from the specified requirements

No contract or subcontract shall be awarded to a Bidder that: 1) has made an admission of guilt to (whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to); 2) has entered a plea of nolo contendere to; or, 3) has been convicted of the charge or charges of bribery, price fixing, bid rigging, bid rotating, or fraud; or, the charge or charges of attempting to bribe, bid rig, price fix, bid rotate or defraud under any federal law (including the Sherman Anti-Trust Act and Clayton Act), any law of the State of Illinois, or law of any other state in the United States.

No contract or subcontract shall be awarded to a Bidder that is in arrears or is in default to the Village upon any debt or contract, or that has defaulted, as surety or otherwise, upon any obligation to the Village, or that has failed to perform satisfactorily any previous contract with, or work for, the Village.

BASIS FOR AWARD OF CONTRACT
The Village will accept the bid of the lowest responsive responsible bidder based upon consideration of all relevant facts and circumstances. In awarding the contract, in addition to price, the Village will consider the:

1. Nature and extent Bidder’s experience and efficiency with projects of similar size and character.
2. Ability, capacity, and skill of the Bidder to perform the contract and/or provide the service required;
3. Ability of Bidder to perform the contract promptly and/or within the time specified, without delay or interference:
4. Character, integrity, reputation, and judgment of the Bidder;
5. Quality of performance of previous contracts;
6. Previous and existing compliance by the Bidder with laws and ordinances relating to contracts or services;
7. Sufficiency of the financial resources of the Bidder to perform the Work;
8. Quality, availability, and adaptability of the supplies or contractual services to the particular use required;
9. Ability of the Bidder to provide future maintenance and service for the use of the subject of the contract;
10. Number and scope of conditions attached to the bid;
11. Bidder's place of business;
12. Responsiveness to the exact requirements of the bid instructions;
13. Ability to work cooperatively with the Village and its administration;
14. Bidder's experience and/or transactions with the Village;
15. Existence and implementation of a comprehensive safety program;
16. Reputation of Bidder as reported by Bidder's performance references and/or other entities that have had experience with Bidder, as to Bidder's responsibility, character, integrity, reputation, judgment, experience, efficiency, ability and cooperativeness.

The Village of Wilmette reserves the right to waive any technicalities or award in part or in whole or to not award at all, reject any and all bids, waive technicalities or irregularities, and may order a re-advertisement for new bids or whatever is in the best interest of the VILLAGE.

The Village Manager or their appointed representative shall represent and act for the VILLAGE in all matters pertaining to this proposal and contract in conjunction therewith. The VILLAGE reserves the right to accept or reject any and all proposals or to waive technicalities, and to disregard any informality on the bids and bidding, when in its opinion the best interest of the VILLAGE will be served by such actions.

AWARD OF CONTRACT
Notification of the Village's intent to award contract will be mailed to the lowest responsive responsible Bidder within seven (7) working days of the decision of the Village of Wilmette Board of Trustees. If the Contract is to be awarded, Owner will give the Successful Bidder a Notice of Award within 120 calendar days, after the actual date of the opening of the Bids. All bids shall remain open for 140 calendar days, after the actual date of the opening of the Bids but Owner may, at Owner's sole discretion, release any Bid and return the Bid Security prior to that date.

COLLUSION
Identical bids will be reported to the Justice Department, in conformance to the President's Executive Order No. 10936, 26 F.R. 3555 (1961), and to local or state investigative bodies.

PROTEST PROCEDURE
Any Bidder wishing to file a protest regarding the bid process may do so by giving written notice to the Purchasing Agent within seven (7) calendar days of the closing time and date of bid submissions. Any such notice should include the title of the requirement, the closing date and the nature of the protest. Any disputes concerning a question of fact under this bid shall be decided by the Purchasing Agent, or duly
authorized representative, whose decision shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as to imply bad faith.
INSTRUCTIONS TO BIDDERS ON COMPLETING FORMS

THE WATER PLANT ELECTRICAL IMPROVEMENTS PROJECT
CONTRACT No. 17-M-0017

The following Bid Forms must be filled out completely, executed by an authorized agent, notarized and sealed, if applicable:

Village of Wilmette Forms Required to be Submitted:

☐ ...... Proposal / Contract Cover
☐ ...... Bid Proposal Form
☐ ...... Bid Bond
☐ ...... Bidder's Certification Form
☐ ...... Bidder's Substitution Sheet
☐ ...... Performance Reference Form
☐ ...... Mandatory Pre-Bid Meeting Attendance Form

IEPA SRF Loan Forms Required to be Submitted:

☐ ...... Bid Proposal Form (IEPA)
☐ ...... USEPA Certification of Nonsegregated Facilities
☐ ...... Nondiscrimination in Employment Form
☐ ...... Regarding Debarment, Suspension and Other Matters
☐ ...... Bidder Certification Regarding Compliance with Article 33E Criminal Code of 1961
☐ ...... Disadvantaged Business Advertisement
☐ ...... Disadvantaged Business Participation Documentation
☐ ...... Bidder Certification Regarding the use of Disadvantaged Business
☐ ...... Bidder Certification for the Advertisement Regarding Subcontracting
☐ ...... Opportunities for Disadvantaged Businesses
☐ ...... EPA Form 6100-2 Disadvantaged Business Enterprise Program
☐ ...... DBE Subcontractor Participation Form
☐ ...... EPA Form 6100-3 Disadvantaged Business Enterprise Program
☐ ...... DBE Subcontractor Performance Form
☐ ...... EPA Form 6100-4 Disadvantaged Business Enterprise Program
☐ ...... DBE Subcontractor Utilization Form
The *successful* Bidder will be required to execute the Contract and Contractor’s Certification Forms. These documents *need not* be completed at the time of bid submission. They are included for informational purposes only.

**Contract No. 17-M-0017**

**Loan Program No. L173763**

Contractor’s Drug Free Workplace Certification

Confined Space Entry Policy and Procedure Form

Performance Bond

Payment Bond

Notice of Intent to Award

Notice of Award

Notice to Proceed

Contractor’s Certification

Contractor’s Certification

National Security/USA Patriot Act

EPA Requirements
This Proposal for Work known as Water Plant Electrical Improvements Project is submitted to the Village of Wilmette by

[IHC Construction Companies, LLC. (herein referred to as "BIDDER")

☐ Individual.
☐ Partnership.
☑ Corporation organized and existing under the laws of the State of Illinois
☐ Joint Venture.

BIDDER hereby proposes and agrees to furnish to the Village of Wilmette all equipment, materials, labor and related items necessary for the completion of the Work in accordance with the Contract Documents for the amounts stated as follows:

BIDDER certifies that wages paid in connection with the PROJECT shall be paid at prevailing rates not less than those prevailing under the Davis-Bacon Wage Act. Bidder further certifies that the provisions contained in the following clauses will be exercised in the performance of any contract resulting from this BID and are made a part of the CONTRACT DOCUMENTS thereto by their inclusion in the BID as follows:

(1) Minimum Wages

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: provided that the employer's payroll records accurately set forth, the time spent in each classification
in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.


(ii)(A) The sub recipient, on behalf of USEPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The USEPA award official shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met.

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the sub recipient agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the sub recipient to USEPA. USEPA will transmit the report, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify or disapprove any additional classification action within 30 days of receipt and so advise USEPA or will notify USEPA within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the sub recipient do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the questions, including the views of all interested parties and the recommendation of the award official, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit, which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding
The sub recipient shall upon written request of the USEPA Award Official or an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and Basic Records
(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the type described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and
certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the sub recipient, that is, the entity that receives the sub-grant or loan from IEPA. Such documentation shall be available on request of IEPA or USEPA. As to each payroll copy received, the sub recipient shall provide written confirmation indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead, the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee’s social security number). Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the sub recipient for transmission to IEPA or USEPA, if requested, for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sub recipient.

(B) Each payroll submitted shall be accompanied by a “Statement of Compliance,” signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a) (3) (ii) of Regulations, 29 CFR Part 5, the appropriate information is being maintained under § 5.5 (a) (3) (i) of Regulations, 29 CFR Part 5, and that such information is correct and complete.

(2) That each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of optional Form WH-347, available for this purpose from the Wage and Hour Division Web site at costs anticipated for bona fide fringe benefits or cash equivalents
thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act, daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of IEPA, USEPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or IEPA may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and Trainees

(i) Apprentices. Apprentices will be permitted to work at less than predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination.
Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved. 

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee’s level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR part 30.

(5) Compliance With Copeland Act Requirements
The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

(6) Subcontracts
The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the USEPA determines may be appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: Debarment
A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act Requirements
All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes Concerning Labor Standards
Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and sub recipients, IEPA, USEPA, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of Eligibility
(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor’s firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).


(11) Contract Provision for Contracts in Excess of $100,000
(a) Contract Work Hours and Safety Standards Act. The sub recipient shall insert the following clauses set forth in paragraphs (a) (1), (2), (3), and (4) of the section in full in any contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less
than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefore shall be liable to the United States (In the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clauses set forth in paragraph (b) (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b) (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The sub recipient, upon written request of the USEPA Award Official or an authorized representative of the Department of Labor, shall withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b) (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b) (1) through (4) of this section.

(b) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the Sub recipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Sub recipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the IEPA, USEPA and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.
(12) Compliance Verification

(a) The sub recipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The sub recipient must use Standard Form 1445 or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from USEPA on request.

(b) The sub recipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, the sub recipient must conduct interviews with a representative group of covered employees within two weeks of each contractor or subcontractor's submission of its initial weekly payroll data and two weeks prior to the estimated completion date for the contract or subcontract. Sub recipients must conduct more frequent interviews if the initial interviews or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. Sub recipients shall immediately conduct necessary interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.

(c) The sub recipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors and subcontractors are paying the appropriate wage rates. The sub recipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, the sub recipient must spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Sub recipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the sub recipient shall verify evidence of fringe benefit plans and payments there under by contractors and subcontractors who claim credit for fringe benefit contributions.

(d) The sub recipient shall periodically review contractors and subcontractor's use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S. Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

(e) Sub recipients must immediately report potential violations of the DB prevailing wage requirements to the USEPA DB contact listed above and to the appropriated DOL Wage and Hour District Office listed at:

http://www.dol.gov/esa/contacts/whd/america2.htm
BID PROPOSAL PRICING:

A. Base Bid Work:

In accordance with the above understanding, the undersigned proposes to perform the Work, furnish all materials and complete the Base Bid Work in its entirety in the manner and under the conditions required for the Lump Sum Base Bid Work price of:

\[
\text{Dollar Amount - In Words} \quad \text{In Figures} \\
7,000,000
\]

The Bidder proposes to furnish and install in full compliance with the Contract Documents, the major items of equipment, as manufactured by the following listed manufacturers. Bidder shall fill in gray shaded cells for a responsive Bid. The named manufacturers shall not be changed after the Bid without the approval of the Engineer.

<table>
<thead>
<tr>
<th>No.</th>
<th>Item (Specification Section)</th>
<th>Manufacturer</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Low Voltage Switchgear (Section 26 23 00)</td>
<td>Square D</td>
</tr>
<tr>
<td>2</td>
<td>Low Voltage Switchboards (Section 26 24 13)</td>
<td>Square D</td>
</tr>
<tr>
<td>3</td>
<td>Low Voltage Motor Control Centers (Section 26 24 20)</td>
<td>Square D</td>
</tr>
<tr>
<td>4</td>
<td>Low Voltage Variable Frequency Drives (Section 26 29 23)</td>
<td>Square D</td>
</tr>
<tr>
<td>5</td>
<td>Diesel Engine Standby Generators (Section 48 32 12)</td>
<td>MTU</td>
</tr>
</tbody>
</table>

B. Alternate Bid Work to be completed as shown:

If accepted by the Village, Bidder hereby proposes and agrees to furnish to the Village of Wilmette the Alternate Bid Items set forth in the Specifications in accordance with the Contract Documents for the following amounts:
<table>
<thead>
<tr>
<th>Alternate Bid No.</th>
<th>Description</th>
<th>Dollars ($) in figures</th>
<th>Dollars in words</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alternate Bid 1</td>
<td>Replacement of Existing HLP-12 Variable Frequency Drive</td>
<td>$29,120</td>
<td>$29,120.00</td>
</tr>
<tr>
<td>Alternate Bid 2</td>
<td>Replacement of Existing HLP-9 Reduced Voltage Solid State Starter</td>
<td>$141,671</td>
<td>$141,671.00</td>
</tr>
<tr>
<td>Alternate Bid 3</td>
<td>Provide Intelligent Motor Control Center's MCC-A1, -A2, -A3, -B and -C in lieu of standard Motor Control Centers</td>
<td>$23,220</td>
<td>$23,220.00</td>
</tr>
<tr>
<td>Alternate Bid 4</td>
<td>Provide Vegetated Roof Covering on Generator Building</td>
<td>$16,500</td>
<td>$16,500.00</td>
</tr>
<tr>
<td>Alternate Bid 5</td>
<td>Provide Vegetated Roof Covering on Administration Building</td>
<td>$33,000</td>
<td>$33,000.00</td>
</tr>
<tr>
<td>Alternate Bid 6</td>
<td>Provide Generator Enclosure in Lieu of the Generator Building (Deduct)</td>
<td>$40,000</td>
<td>$40,000.00</td>
</tr>
</tbody>
</table>

It is the Village's intention to award this contract to the lowest responsive responsible Bidder based on the cost of the Lump Sum Base Bid Work. The Village reserves the right to choose any/or none of the Alternate Bid Items to be incorporated into the Contract Agreement for this work.

Note: If Alternative Bid Items are not completed on this Bid Form the Village may consider the Contractor's Bid to be Incomplete. The undersigned agrees that extra work, if any, will be performed in accordance with the General Conditions of the Contract and will be paid for in accordance with those Conditions. Amounts shall be shown in both words and figures, where indicated. In case of discrepancy, the amount shown in words will govern. The above prices shall include all labor, materials, removal, overhead, profit, insurance and incidentals required to complete the Work. The bidder hereby certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work.

C. Optional Bid Work to be completed as shown:

The following optional bid items are not reimbursable under the IEPA SRF loan program. If accepted by the Village, Bidder hereby proposes and agrees to furnish to the Village of Wilmette the Optional Bid Items set forth in the Specifications in accordance with the Contract Documents for the following amounts:
1. **Optional Bid One (1): Extended Warranties**

<table>
<thead>
<tr>
<th>Specification Section</th>
<th>Specification Reference</th>
<th>Lump Sum Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Low Voltage Switchgear</td>
<td>Section 26 23 00, Paragraph 1.12</td>
<td>$5,350</td>
</tr>
<tr>
<td>Low Voltage Switchboards</td>
<td>Section 26 24 13, Paragraph 1.11</td>
<td>$1,000</td>
</tr>
<tr>
<td>Low Voltage Motor Control Centers</td>
<td>Section 26 24 20, Paragraph 1.12</td>
<td>$5,400</td>
</tr>
<tr>
<td>Solid State Reduced Voltage Starter</td>
<td>Section 26 29 13, Paragraph 1.12</td>
<td>$2,500</td>
</tr>
<tr>
<td>Low Voltage Variable Frequency Drives</td>
<td>Section 26 29 23, Paragraph 1.13</td>
<td>$2,600</td>
</tr>
<tr>
<td>Fire Alarm System Addressable</td>
<td>Section 28 31 23, Paragraph 1.08</td>
<td>$14,500</td>
</tr>
<tr>
<td>Diesel Engine Standby Generators</td>
<td>Section 48 32 12, Paragraph 1.12</td>
<td>$2,600</td>
</tr>
</tbody>
</table>

**Total Lump Sum Amount for All Listed Extended Warranties**

$35,450

2. **Optional Bid Two (2): Service and Maintenance Agreements**

<table>
<thead>
<tr>
<th>Specification Section</th>
<th>Specification Reference</th>
<th>Lump Sum Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Diesel Engine Standby Generators</td>
<td>Section 48 32 12, Paragraph 1.12</td>
<td>$25,060</td>
</tr>
</tbody>
</table>

**Total Lump Sum Amount for All Listed Service and Maintenance Agreements**

$25,060

3. **Optional Bid Three (3): Spare Parts**

<table>
<thead>
<tr>
<th>Specification Section</th>
<th>Specification Reference</th>
<th>Lump Sum Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fire Protection – Sprinkler and Standpipe Systems</td>
<td>Section 21 13 13, Paragraph 2,08,F,2,12,D,2,21,D</td>
<td>$2,600</td>
</tr>
<tr>
<td>HVAC – General Provisions</td>
<td>Section 23 00 00, Paragraph 1.11</td>
<td>$1,050</td>
</tr>
<tr>
<td>Electric Automatic Temperature Control System</td>
<td>Section 23 09 13, Paragraph 1.10</td>
<td>$1,050</td>
</tr>
<tr>
<td>Ductwork and Accessories</td>
<td>Section 23 31 00, Paragraph 1.07</td>
<td>$500</td>
</tr>
<tr>
<td>Fans</td>
<td>Section 23 34 00, Paragraph 1.07</td>
<td>$300</td>
</tr>
<tr>
<td>Heating Equipment</td>
<td>Section 23 50 00, Paragraph 1.08</td>
<td>$300</td>
</tr>
<tr>
<td>Air Handling Units</td>
<td>Section 23 73 01, Paragraph 1.07</td>
<td>$500</td>
</tr>
</tbody>
</table>
The Village reserves the right to choose any/or none of the Optional Bid Items to be incorporated into the Contract Agreement for this work.

**Bid Security**

This Bid Proposal includes Bid Security payable to the Village of Wilmette in the amount of $ of the total Bid Price , which represents ten (10) percent of the proposed bid amount. Bidder understands and agrees that should it fail to execute a contract and provide the required bonds and insurance within fourteen (14) calendar days from receipt of the Notice of Award, all Bid Security shall be forfeited as liquidated damages intended, not as a penalty, but as compensation for the damages resulting from Bidder’s default.

IN SUBMITTING THE ABOVE-QUOTED BID PRICE, BIDDER AFFIRMS THAT IT:

1. has carefully examined all of the Contract Documents, and all other documents referred to or mentioned in the Contract Documents, including Addenda Nos., (if none, write "NONE") and accepts the terms and conditions therein;

2. acknowledges and is aware of the requirement to visit the site, and did visit the site and became familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and the furnishing of the Work;

3. is familiar with the federal, state and local laws and regulations that may affect cost, progress, performance and the furnishing of the Work;

4. has studied all reports of explorations and tests of subsurface conditions, if any, at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site which have been identified in the Contract Documents. Bidder acknowledges that such reports and drawings, if any, are not Contract Documents and may not be complete for Bidder’s purposes. Bidder acknowledges that the Village does not assume responsibility for the accuracy
or completeness of information and data shown or indicated in the Contract Documents. In making this bid, Bidder has duly considered all investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and underground facilities) at or contiguous to the site or otherwise, which may affect cost, progress, performance and furnishing of the Work or any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Bidder and safety precautions and programs incident thereto;

5. is aware of the general nature of work, if any, to be performed by the Village or others that may relate to Work for which this Bid is submitted as indicated in the Contract Documents; and,

6. has given the Village written notice of all conflicts, errors, ambiguities or discrepancies that Bidder has discovered in the Contract Documents, if any, and the written resolution thereof by the Village is acceptable to Bidder, and the Contract Documents are generally sufficient to indicate and convey an understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted; and,

FURTHER, IN SUBMITTING THIS BID PROPOSAL BIDDER CERTIFIES THAT:

1. the prices in this bid proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

2. unless otherwise required by law, the prices, which have been quoted in the bid, have not knowingly been disclosed by Bidder, prior to opening, directly or indirectly to any other bidder or to any competitor;

3. this bid proposal has not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; and,

4. has not directly or indirectly induced or solicited any other bidder to submit a false or sham bid; has not solicited or induced any person, firm or corporation to bid or refrain from bidding; and has not sought by collusion to obtain for itself any advantage over any other bidder or over the Village.

Signed and sworn this [15th] day of [March], 20[18].

If Bidder is an Individual:

By: ________________________________
    (Signature)

By: ________________________________
    (Print Name)
d/b/a __________________________
Business address: __________________________

Business Phone #: __________________________
Cell Phone #: __________________________

**If Bidder is a Partnership:**

{Firm Name}
By: __________________________
(Signature of Partner)

By: __________________________
(Signature of Partner)
Business address: __________________________

Business Phone #: __________________________
Cell Phone #: __________________________
E-mail Address: __________________________

**If Bidder is a Corporation:**

[Corporate Seal]

IHC Construction Companies, L.L.C.

{Corporation Name}
By: __________________________
(Signature of person authorized to sign)

DAVID J. ROSS, President

(Print Name and Title)

Attest: __________________________
(Signature of Secretary) Alan J. Ross

Business address: 1500 Executive Drive
Elgin, IL 60123

Business Phone #: 847-742-1515
Cell Phone #: 847-917-7766

Village of Winnetka
E-mail Address: drock@lhconstruction.com

If Bidder is a Joint Venture:

(Name of Joint Venture)

By: ________________________________
   (Signature)

(Print Name)

Address:
____________________________________
____________________________________

Business Phone #: ______________________
Cell Phone #: ______________________

E-mail Address: ______________________

By: ________________________________
   (Signature)

(Print Name)

Address:
____________________________________
____________________________________

Business Phone #: ______________________
Cell Phone #: ______________________

E-mail Address: ______________________

Subscribed and sworn before me
This 15th day of March, 2018

Notary Public: Cynthia Urbauer
**BIDDER’S SUBSTITUTION SHEET**

Bidders wanting to make substitutions for proprietary brands specified, if any, shall list such proposed substitutions below, together with the amount to be added or deducted from the amount of their Base Bid. If no substitutions are proposed, state "NONE" in the line provided below.

Complete descriptions and technical data must accompany all proposed substitutions.

Any manufacturers and/or materials that have been specifically approved prior to the bid opening date, but not shown in Addenda, must be listed below in order to be considered.

PROPOSED SUBSTITUTES: **NONE**  (State "NONE" if applicable)

PROPOSED SUBSTITUTES are as follows:

<table>
<thead>
<tr>
<th>BRAND/MAKE SPECIFIED</th>
<th>PROPOSED</th>
<th>ADD</th>
<th>DEDUCT</th>
</tr>
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<tbody>
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**NOTE:** The Village reserves the right to reject all such proposed substitutions, and substitutions will not be used to determine the lowest bid amount.
BIDDER'S CERTIFICATION FORM

IHC Construction Companies, L.L.C. (Name of Bidder), having submitted a bid on Contract No. 17-M-0017 for WATER PLANT ELECTRICAL IMPROVEMENTS PROJECT to the Village of Wilmette, hereby certifies that said Bidder is not barred from bidding on public contracts and is not barred from bidding on the aforementioned contract as a result of a violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33E-4 or of any similar statute of another state or of a federal statute containing the same or similar elements.

By: ____________________________
(Signature)

David J. Rock, President
(Print Name)
Authorized Agent of Bidder

Subscribed and sworn before me

This 15th day of March, 2018.

Notary Public: Cynthia Urbauer

[Seal]

OFFICIAL SEAL
CYNTHIA URBAUER
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES: 10/31/21
PERFORMANCE REFERENCE FORM

Each Bidder shall supply complete information for three (3) performance references for which Bidder has performed comparable work within the last 5 years, for responsive bid.

Reference #1

Entity Name: City of St. Charles Wastewater Treatment Plant
Address: 200 Devereaux Way
City & State: St. Charles, IL 60174
Telephone Number: 630-587-0470
Contact Person / Title: Scott Trotter / Engineer
E-Mail Address: strtott@talengr.com
Nature of Work Performed: Renovations/upgrades to existing wastewater treatment facility.

Reference #2

Entity Name: MWRD Contract 08-494-3P Metropolitan Water Reclamation District of Greater Chicago
Address: 111 East Erie Street
City & State: Chicago, Illinois 60611
Telephone Number: (312) 751-3215
Contact Person / Title: Joe Kennedy Supervising Construction Engineer
E-Mail Address: JOSEPH.KENNEDY@mwrdd.org
Nature of Work Performed: Upgrade/renovations to existing wastewater treatment facility.
Reference #3

Entity Name: MWRD Contract 04-128-3P Metropolitan Water Reclamation District of Greater Chicago

Address: 111 East Erie Street

City & State: Chicago, Illinois 60611

Telephone Number: (312) 751-8215

Contact Person / Title: Joe Kennedy Supervising Construction Engineer

E-Mail Address: JOSEPH.KENNEDY@mwrd.org

Nature of Work Performed: Upgrades / renovations to existing wastewater treatment facility.
BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,____________________

IHC Construction Company, L.L.C. as Principal, and Continental Casualty Company as
Surety, are hereby held and firmly bound unto Village of Wilmette

_________________ as VILLAGE in the penal sum of Ten Percent The Amount of Bid — (10%) — for
the payment of which, well and truly to be made, we hereby jointly and severally bind
ourselves, successors and assigns.

Signed, this 15th day of March, 2018.

The Condition of the above obligation is such that whereas the Principal has submitted
to Village of Wilmette a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for
the ___________.

Bid Document No. 17-M-0017

IEPA Loan Project No. L179762

NOW, THEREFORE,

(a) If said BID shall be rejected, or

(b) If said BID shall be accepted and the Principal shall execute and deliver a
contract in the Form of Contract attached hereto (properly completed in
accordance with said BID) and shall furnish a BOND for his faithful
performance of said contract, and for the payment of all persons performing
labor or furnishing materials in connection therewith, and shall in all other
respects perform the agreement created by the acceptance of said BID, then
this obligation shall be void, otherwise the same shall remain in force and
effect; it being expressly understood and agreed that the liability of the Surety
for any and all claims hereunder shall, in no event, exceed the penal amount of
this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the
obligations of said Surety and its BOND shall be in no way impaired or affected
by any extension of the time within which the VILLAGE may accept such bid;
and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and this Surety have hereto set their
hands and seals, and such of them as are corporations have caused their
corporate seals to be hereon affixed and these presents to be signed by their
proper officers, the day and year first set forth above.

[Signature]

David J. Roche, President

Village of Wilmette
IMPORTANT-Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

Principal

Continental Casualty Company

Surety

By: Meredith H. Mielke, Attorney in Fact
STATE OF ILLINOIS
COUNTY OF COOK

On this 15th day of March, 2018, before me personally appeared Meredith H. Mielke, to me known, who, being by me duly sworn, did depose and say: that (s)he resides at Schaumburg, Illinois, that (s)he is the Attorney in Fact of Continental Casualty Company, the corporation described in and which executed the annexed instrument; that (s)he knows the corporate seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; that (s)he signed his/her name thereto by like order; and that the liabilities of said corporation do not exceed its assets as ascertained in the manner provided by law.

Courtney A. Flaska
Notary Public in and for the above County and State
My Commission Expires: 03/20/2021
POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois Insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals hereof affixed thereby make, constitute and appoint

J S Pohl, James L Sulkowski, Carol A Dougherty, R B Schutz, Sherene L Hemler, Mike Pohl, Meredith H Mielke, Kirk Laskiewitz, Courtney A Flahlin, Individually

of Schaumburg, IL, their true and lawful Attorney(s)-In-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereeto affixed on this 6th day of April, 2017.

Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

By: Paul T. Brufat
Vice President

State of South Dakota, County of Minnehaha, ss:

On this 6th day of April, 2017, before me personally came Paul T. Brufat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Board of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.

By: J Mohr
Notary Public

My Commission Expires June 23, 2021

CERTIFICATE

I, D. Johnson, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereto subscribed my name and affixed the seal of the said insurance companies this 16th day of March, 2018.

By: D. Johnson
Assistant Secretary
Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 12, 1993:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of Continental Casualty Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of National Fire Insurance Company of Hartford.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of American Casualty Company of Reading, Pennsylvania.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."
MANDATORY PRE-BID MEETING ATTENDANCE FORM

WATER PLANT ELECTRICAL IMPROVEMENTS PROJECT

The undersigned is an authorized representative of - Name of Contractor:

\[\text{I.H. Construction}\]

and was in attendance at the Pre-Proposal Meeting for WATER PLANT ELECTRICAL IMPROVEMENTS PROJECT that was held on February 6th, 2019.

Signed: [Signature]

Title/Position: PE/Estimating

Acknowledgment of attendance:

Signed: [Signature]

Title: Village of Wilmette/Water Management Department
GENERAL CONTRACT CONDITIONS

The following Conditions are an integral part of and are incorporated by reference into Contract No. 17-M-0017, as though fully set forth therein.

SECTION 1. DEFINITIONS

A. The term "Architect" shall mean that entity or person with whom the Village has a contract for the Project, including its employees and duly authorized representatives.

B. The term "ASTM" whenever used in the contract documents shall be construed to mean the "American Society for Testing and Materials".

C. The term "AWWA Standards" whenever used in this document shall be construed to mean the published standards of the "American Water Works Association", Denver, Colorado.

D. The term "Change Order" shall mean the document signed by Contractor and the Village, which authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Amount or the Contract Time, issued on or after the Effective Date of the Contract.

E. The term "Contract Documents" shall mean those documents specifically identified in the Contract between the Village and Contractor, including but not limited to, the Notice to Bidders, Instructions to Bidders, General Conditions, Special Provisions, Plans and Drawings, Specifications, Bid Proposal Form, Substitution Sheet, Bidder's Certifications, Addenda, Pre-Bid Attendance Form, Contract, Performance Bond, Payment Bond, Notice of Award, Notice to Proceed, Contractor Certifications, and Change Orders executed subsequent to the Effective Date of the Contract, if any.

F. The term "Contractor" whenever used in the Contract Documents shall be construed to mean the person, partnership, corporation, joint venture or other business entity (including its employees, agents or others performing the Work on its behalf, or at its direction) having executed the Contract with the Village to perform the Work so specified.

G. The term "Defective" when modifying the term "Work" shall mean work that is deficient, unsatisfactory, or faulty in that it fails to conform either to the Contract Documents or to any applicable inspection standard, test, or required approval. Defective work shall also include any Work that has been damaged, through no fault of the Village, prior to certification of completion.

H. The term "Director of Water Management" whenever used in the contract documents shall be construed to mean the Director of Water Management of the Village of Wilmette or his/her appointed representative.

I. The term "Engineer" shall mean CDM Smith Inc. with whom the Village has a
contract for the Project, including its employees and duly authorized representatives.

J. The term "Progress Schedule" shall mean the schedule, prepared and maintained by Contractor, which describes the sequence and duration of the work activities necessary to accomplish the Work within the Contract Times.

K. The term "Project" means the entirety of the Work intended to be performed pursuant to the Contract Documents including construction, if any, by the Village or by separate contract.

L. The term "Project Manager" means the Village's representative for matters involving the Project.

M. The term "Village Representative" means the Project Manager, the Director of Water Management or his/her appointed representative.

N. The term "Provide" shall mean furnish, install and pay for.

O. The term "Schedule of Values" shall mean that schedule prepared and maintained by Contractor, which allocates portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

P. The term "Schedule of Submittals" shall mean that schedule prepared and maintained by Contractor, which identifies the required submittals and the time requirements necessary to support the scheduled performance of related construction activities.

Q. The term "Shop Drawings" shall mean the written data, including drawings, diagrams, and schedules, developed by the Contractor or any subcontractor, manufacturer, supplier, or distributor to illustrate a particular portion of the Work.

R. The terms "Statute," "Law," "Regulation," "Code," and "Ordinance," shall be deemed to include all revisions, amendments, and supplements in effect as of commencement of the Work, or subsequently enacted anytime during the progress of the Work.

S. The term "Subcontractor" means the person, partnership, corporation, joint venture or other business entity (including its employees, agents or others performing the Work on its behalf, or at its direction) having a contract with the Contractor for the performance of any portion of the Work.

T. The term "Village" or "Owner" shall mean the Village of Wilmette, an Illinois Municipal Corporation, its officers, directors, trustees, authorized representatives and employees.

U. The term "Water and Sewer Specifications" whenever used in this document shall be construed to mean the "Standard Specifications for Water and Sewer Main Construction in Illinois", current edition, available from the Associated General
U. The term "Road Specifications" whenever used in this document shall be construed to mean the "Standard Specifications for Road and Bridge Construction "and "Supplemental Specifications and Recurring Special Provisions", most recently adopted, as amended; the "Standard Specifications for Traffic Control Items"; and the latest edition of the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways" in effect; all issued by the State of Illinois, Department of Transportation.

V. The term "Work" means the scope of construction and services required by the Contract Documents, whether completed or partially completed, including but not limited to all labor, materials, equipment, services and other necessary items, provided or to be provided by the Contractor to perform and complete the Contractor's obligations in accordance with the Contract Documents safely and without injury to persons or damage to property and in an expeditious, orderly and workmanlike manner. The Work may or may not consist of the entire Project.

W. The term "IEPA" whenever used in the contract documents shall be construed to mean the Illinois Environmental Protection Agency.

X. The term "OSHA" whenever used in the contract documents shall be construed to mean "Occupational Safety and Health Administration."

SECTION 2. BONDS AND INSURANCE

A. PERFORMANCE AND PAYMENT BONDS
At the time of execution of the Contract, Contractor, at its sole cost and expense, shall furnish to the Village satisfactory Performance and Payment Bonds for one hundred (100) percent of the Contract Amount. Said bonds shall be in a form acceptable to the Village. Surety companies executing bonds must appear on the Treasury Department's most current list as published in Circular No. 570 and be authorized to transact business in the State of Illinois. Said bonds shall provide that they do not terminate upon completion of the Work, but shall be reduced to ten (10) percent of the Contract Amount upon final payment for a period of one (1) year. Failure to furnish the required bonds within the time specified may be cause for withdrawal of the award.

B. CONTRACTOR'S INSURANCE REQUIREMENTS
1. At the time of execution of the Contract, Contractor, at its sole cost and expense, shall furnish to the Village satisfactory proof of the required insurance coverage stated below. Such proof shall consist of certificates executed by the respective insurance companies together with executed copies of an "Additional Insured Endorsement" which shall be made a part hereof. Said certificates shall expressly provide that, for the duration of the Contract, the insurance policy shall not be suspended, cancelled, or reduced in coverage or amount, except after 30 days prior notice by certified mail, return receipt requested, has been provided to the Village. In addition, said certificates shall list the Village and CDM Smith and their corporate authorities, officers, directors,
partners, agents, employees and other consultants and subcontractors as additional insured on all required insurance policies.

2. Contractor shall procure and maintain without interruption from the time of the execution of the Contract until final payment, insurance against all claims for injury to or death of a person or persons or damage to property, which may arise wholly or in part from the performance of the Work hereunder by Contractor or its subcontractors. The scope of coverage shall be at least as broad as, and shall be in amounts not less than, the following:

a. Commercial General Liability: $1,000,000 combined single limit per occurrence for bodily injury, and property damage and $1,000,000 per occurrence for personal injury. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than $2,000,000 or a project/contract specific aggregate of $1,000,000.

b. Owners and Contractors Protective Liability (OCP): $1,000,000 combined single limit per occurrence for bodily injury and property damage.

c. Business Automobile Liability: $1,000,000 combined single limit per accident for bodily injury and property damage.

d. Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of $500,000 per accident.

e. Umbrella Coverage, $5,000,000 per occurrence.

f. Builder's Risk: Shall insure against "All Risk" of physical damage, including water damage (flood and hydrostatic pressure not excluded), on a completed replacement cost basis.

g. Environmental Impairment/Pollution Liability: $1,000,000 combined single limit per occurrence for bodily injury, property damage and remediation costs.

3. All insurance required herein of Contractor shall be valid and enforceable policies, insured by insurers licensed and permitted to do business by the State of Illinois or surplus line carriers qualified to do business in the State of Illinois. All insurance carriers and surplus line carriers shall be rated A-, VII or better by A.M. Best Company.

4. Contractor shall require all subcontractors not protected under the Contractor's policies to take out and maintain insurance of the same nature, in the same amounts and under the same terms as required herein of Contractor. Contractor shall confirm subcontractor compliance with the requirements stated herein prior to the performance of any Work by a subcontractor.
5. Contractor expressly understands and agrees that any bonds or insurance policies required to be maintained shall in no way limit, to any extent, Contractor's responsibility to indemnify, keep and save harmless and defend the Village and CDM Smith and their corporate authorities, officers, directors, partners, agents, employees and other consultants and subcontractors. Contractor's insurance coverage shall be primary as respects to any insurance or self-insurance maintained by the Village, which insurance of the Village shall be excess of Contractor's insurance and shall not contribute with it.

SECTION 3. PRELIMINARY MATTERS

A. PREVAILING WAGE RATE

1. This Contract includes and incorporates the provisions of the Illinois Prevailing Wage Act (the "Act") (See, 820 ILCS 130/01. et. seq.) as if fully set forth herein. Contractor and subcontractors are responsible for ensuring their understanding of the Act and compliance with all relevant requirements, prerequisites, and aspects of the Act.

2. The Prevailing Wage Act requires that all Contractors and subcontractors performing work on any public works pay the generally prevailing rate of hourly wages and benefits for work of a similar character in the locality in which the work is being performed. If the prevailing wage rates are revised by the Illinois Department of Labor at any time during the term of the Contract, the revised rates shall take effect immediately and shall apply to the work being performed pursuant to this Contract. Contractor and subcontractors shall make payments in accordance with any new or revised prevailing wage rate. Prevailing wage rate updates can be obtained from the Illinois Department Labor at 1 West Old State Capitol Plaza, Room 300, Springfield, Illinois 62701, (217) 782 – 1710, or on the Internet at http://www.state.il.us/agency/idol/.

3. In addition, Contractor and subcontractors shall comply with all other applicable provisions of the Act, including but not limited to the following: Contractor and subcontractors must submit on a monthly basis a certified payroll to the Village of Wilmette and must maintain these records for at least three years. Pursuant to the Prevailing Wage Act, the Contractor must insert into each subcontract (and each Subcontractor to cause to be inserted into each lower tiered subcontract) and into the project specifications for each subcontract a written stipulation to the effect that not less than the prevailing rate of wages shall be paid to all laborers, workers, and mechanics performing Work under the Contract.

4. Contractor shall defend and hold harmless the Village for any claim, suit or action, including costs of defense, expert witness and attorney fees, either at law, equity or in an administrative proceeding, arising from any alleged violation of the Prevailing Wage Act. The requirements of this Section shall survive the termination of the Contract formed hereunder.

B. COMMENCEMENT OF WORK

The Notice to Proceed shall designate the date for the commencement of the Contract Times. Notwithstanding the issuance of any Notice to Proceed, prior to commencing any Work at the Site, Contractor must file its written substance abuse prevention
program with the Village as required by the Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1 et. seq.).

C. PRE-CONSTRUCTION MEETING
A pre-construction meeting shall be held between representatives of the Village of Wilmette, Contractor, all major Subcontractors and any Consultants, Engineers, or Architects for the purpose of discussing the time for construction, methods, means and plan of operation, respective responsibilities and authority of the parties, safety procedures, procedures for handling shop drawings, progress estimates, requests for payment and other relevant issues.

D. PERMITS AND LICENSES
1. The Contractor shall obtain, at its own expense, all permits and licenses that may be required to complete the contract. All fees shall be included in the bid, no additional compensation will be allowed.

Prior to performing any Work, Contractor and all subcontractors must obtain a Wilmette Business License issued by the Village of Wilmette, Finance Department, 1200 Wilmette Avenue, Wilmette, Illinois.

2. Contractor represents that it, its employees, agents and subcontractors shall hold all required licenses, permits, qualifications and certificates, and have duly registered and otherwise complied in all respects with all applicable federal, state and local laws, regulations and ordinances applicable to the performance of this Contract.

E. WORKING HOURS
Except in the case of an emergency or when, as determined and pre-approved by the Director of Water Management, circumstances necessitate working on outside the stated hours, all Work shall be performed between the hours of 7:00 AM and 7:00 PM, Monday through Friday. Pre-approval is required for working between 9:00 AM and 6:00 PM on Saturday. No work shall be performed on New Year’s Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving or Christmas Day.

SECTION 4. EXTENSION OF CONTRACT TIMES
A. The Contractor may be granted an extension of time and/or relief from liquidated damages when delay or hindrance in completion of the Work is due to any preference, priority, or order duly issued by any governmental authority; or, unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not limited to, acts of God, or of the public enemy, floods, epidemics, quarantine restrictions, strikes, and freight embargoes.

B. Such hindrances may entitle the Contractor to an extension of time sufficient to account for the detention if the Contractor provides notice, in writing, of the nature of the cause of such detention within ten (10) calendar days after the detention has occurred. Any claim for extension of time for strikes or lockouts shall be supported by a statement of facts concerning the strike, including but not limited to, the dates, the trade
affected, and the reason for the strike, efforts to resolve the dispute, and efforts to minimize the impact of the strike on progress of the Work. Any claim for extension of time for delays in transportation or for failures of suppliers shall be supported by a written statement of facts showing that the delays are beyond the Contractor’s control, including but not limited to, the Contractor’s efforts to overcome such delays.

C. NO DAMAGE FOR DELAY. Extensions of time shall be the Contractor’s sole remedy for any and all delays. No payment or compensation of any kind shall be made to the Contractor for damages because of delays, impacts, or other hindrances in the orderly progress of the Work from any cause in the progress of the Work, whether such hindrances or delays are avoidable or unavoidable. Contractor acknowledges that the Contract Amount includes and anticipates any and all delays whatsoever from any cause, whether such delays are avoidable or unavoidable. No payment, compensation, or adjustment in Contract Amount shall be made to Contractor by the Village for any costs or damages caused by any delay or hindrance, whether avoidable or unavoidable.

SECTION 5. SUBMISSION OF SCHEDULES

Within 21 calendar days of the Effective Date of the Contract, Contractor shall provide to the Village for timely review a preliminary Progress Schedule, Schedule of Submittals and Schedule of Values. No claim for an extension of the Contract times will be considered if such claim is the result of the Contractor’s failure to provide correct, accurate, complete and approvable submittals.

SECTION 6. PERFORMANCE OF WORK

A. COORDINATION OF WORK

Contractor shall be in charge of and responsible for the coordination, scheduling, installation, means, methods, techniques, performance and sequence of all elements of the Work unless otherwise stated in the Contract Documents. Contractor shall be responsible for all lines, levels and measurements of all Work to be executed under the Contract Documents. The Contractor shall verify the figures before laying out the Work and will be held responsible for any error resulting from failure to do so. Contractor will establish and maintain benchmarks and other dependable markers to set lines and levels for Work at each area of construction and elsewhere on the site as needed to properly locate each element of the entire Project. Contractor shall advise Subcontractors and trades persons performing Work of marked lines and levels provided for their use in layout of the Work.

B. SUPERVISION OF WORK AND SUBCONTRACTORS

Contractor shall properly supervise the performance of the Work so as to ensure the safe, expeditious and workmanlike performance in accordance with the requirements of the Contract Documents. Contractor may, upon the written approval of the Village, enter into subcontracts for completion of the Work. At all times Contractor shall maintain no less than fifty-one (51) percent of the dollar value of the Contract by direct employees of the Contractor. Contractor shall be fully responsible and assumes liability
for the acts and omissions of all persons directly or indirectly employed by the Contractor in the completion of the Work, as well as for the acts and omissions of subcontractors and of persons either directly or indirectly employed by subcontractors.

C. QUALITY OF THE WORK
Contractor shall be solely responsible for conducting the Work in such a manner as to complete it safely, accurately and within the time specified in the Contract Documents. The Work shall be done in a thorough and workman-like manner in accordance with the Contract Documents. Contractor shall provide only materials and tools of the best quality for the Work. No secondhand material can be used in any case. Should anything be brought to the worksite that is not to be used on the Work, the same shall be removed when directed. All labor furnished by the Contractor must be efficient and skilled in the Work. All Work must pass inspection by the Village.

D. RELATIONSHIP BETWEEN THE PARTIES
The Contractor shall act as an independent Contractor for the performance of the Work. No right of observation or review; requirement of approval; or other provision of the Contract or subsequent conduct of the Parties shall be construed to create a relationship between the Parties of principal and agent, partners, or joint venturers. The existence, exercise or non-exercise of the Village's rights to review, inspect, approve or control the quality or completeness of the Work shall not modify the extent of Contractor's liability for damages to persons or property arising from Contractor's execution of the Work.

E. CONTRACTOR'S REPRESENTATIVE AND EMERGENCY NUMBERS
1. Contractor shall designate an individual who must be present, at all times, on the site and who will serve as the Contractor's authorized representative throughout the completion of the Work and who shall be readily available to respond to Village communications. This individual must be a competent, English-speaking individual who is capable of reading and understanding the Contract Documents. This representative shall be subject to receive instructions and have full authority to execute the directions of the Village, without delay, and promptly supply any necessary labor, equipment, material or incidentals to do so. If any person employed shall refuse or neglect to obey the directions of the Village, in anything relating to the Work, or shall appear to be incompetent, disorderly, or unfaithful, he/she shall, upon request of the Village, be at once discharged and shall not be employed again on any part of the Work without consent of the Village.

2. Contractor shall provide the Village with the name and phone number of the Contractor's representative who, in the case of an off-hours emergency can be readily accessible and be available for quick response to the site. If that person does not respond within the period of time requested to be present by the Village, then the Village shall have the right to hire or use other personnel to remedy the emergency situation. All reasonable costs, including the payment of overtime wages or charges, incurred by the Village in doing so, shall be deducted from payments due, or that may become due, to the Contractor. Contractor shall immediately notify the Village in writing of any change in the identity and telephone number of the Contractor's representative.
SECTION 7. INSPECTIONS

A. The Village shall have the right to inspect, or to have inspected by its representative, any Work, material, component equipment, supplies, services, or completed Work specified herein before acceptance. Any of said items or Work not complying with the Contract Documents is subject to rejection. Any items or Work rejected shall be removed from the site and/or replaced at the sole expense of the Contractor. Contractor will make every effort and means available to facilitate the inspection of the Work. Any Work or material, which is deemed to be defective, must be rebuilt, replaced, or removed at the Contractor's own expense. Any omission to reject or condemn any Work or material at the time of its construction or arrival at the worksite shall not be construed to mean acceptance of the Work or material.

B. Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by the actions of the Village or other Village consultant in the administration of the Contract, or by tests, inspections or approvals required or performed by persons other than the Contractor.

SECTION 8. ADDITIONAL WORK REQUIREMENTS

A. JOB SITE DAILY CLEANUP
Contractor shall maintain a clean work site and at the end of each day shall make sure that all debris and scrap materials no longer needed for the construction are properly removed and disposed of.

B. EQUIPMENT AND MATERIALS STAGING
1. Contractor shall be responsible for the proper, safe and adequate storage of all materials and equipment. The Contractor shall not place any equipment or materials on the job site without prior approval by the Village. All staging locations for equipment and materials must be pre-approved by the Village as shown in the Contract Documents. Contractor and subcontractors are responsible for the security of their own materials, tools and equipment at the site and the Village shall not be liable for any loss or damage that may occur thereon.
2. The Contractor may not use Village of Wilmette right-of-way, facilities, Public Works yard, or other public parking lots for storage of materials, equipment or vehicles. Contractor shall not be entitled to payment or reimbursement for any off-site storage of materials or equipment unless such off-site storage was pre-approved in writing by the Village and made a part of the contract for this work.

C. WATER
Contractor may use Village fire hydrants under the following conditions:

1. Contractor must pick-up a Village issued water meter and RPZ device at the Village Yard located at 711 Laramie Avenue (847.853.7500). The Village has a
limited number of meters and RPZ devices and if none are available Contractor will be responsible for supplying its own meter and RPZ device.

2. A $1,500 deposit (cash, check, Visa, MC) and a meter loan permit are required before a Village meter and RPZ device will be issued. The permits are obtained through the Village of Wilmette Engineering Department at 1200 Wilmette Avenue (847.853.7660). If no meters are available, the CONTRACTOR is responsible for obtaining one.

D. DELIVERY OF EQUIPMENT AND MATERIALS
All equipment and materials shipped to the Village must be shipped F.O.B. and delivered to a pre-designated location. Contractor shall coordinate delivery schedules in advance with the Village and must be present on site at the time of all deliveries. To the extent, any materials or equipment will not be used immediately in the construction of the Work, the materials and equipment shall be stored in the location directed by the Village. No deliveries will be accepted on Saturday, Sunday, or holidays.

E. ANTl·IDLING POLICY
To improve air quality and reduce global warming, the Village requests that Contractor inform its employees, subcontractors, and material suppliers to limit engine idling. By making a conscious effort to turn engines off whenever possible, the detrimental consequences to the environment caused by vehicle emissions can be minimized.

SECTION 9. PREVENTION OF INJURY OR DAMAGE

A. SAFETY OF PERSONS
1. Contractor shall be solely and completely in charge of, and responsible for, maintaining the site and performing the Work, so as to prevent accidents or injury to persons performing the Work, and to any person on, about, or adjacent to the site where the Work is being performed. This duty exists, and shall apply, continuously and shall not be limited to normal working hours. Contractor shall maintain and implement, and ensure that all Subcontractors maintain and implement, an appropriate safety/loss prevention program for the protection of employees and persons nearby. Contractor is fully responsible and assumes liability for the failure of Subcontractors to comply with the requirements of this Section.
2. Contractor shall comply with all applicable federal, state, and local safety laws, regulations and codes, including, but not limited to, those safety precautions as to construction involving (or in the vicinity of) overhead and/or underground electrical facilities and utilities. Contractor shall be responsible for any and all applicable employee safety training/education, as well as accident record maintenance.

B. PROTECTION OF PROPERTY
Contractor shall adequately protect the site, adjoining properties and all Work from damage or loss arising in connection with, or during the performance of, the Work. Contractor shall pay for any such damage, injury or loss caused by its agents, employees or subcontractors or from the action of the elements. Contractor will be required, without cost to the Village, to remove and replace all portions of the damaged
Work, and to repair or replace all damage caused to Village property and adjoining properties. Contractor will take sufficient precautions, and ensure that all Subcontractors take sufficient precautions, to prevent damage to property, materials, supplies, and equipment, and avoid interruptions in the performance of the Work. Contractor is fully responsible and assumes liability for the failure of Subcontractors to comply with the requirements herein.

C. REPAIR OF DAMAGE
Upon termination of the Contract, or upon completion of the Work, Contractor shall repair or replace, at no expense to the Village, any damage to existing buildings, paving, landscaping, streets, drives, utilities, right-of-ways, or other Village property arising during the performance of the Work or incidental thereto caused by Contractor, any Subcontractors, material suppliers, or others performing work on behalf, or at the request, of Contractor. Such repair or replacement shall be performed by craftsmen skilled and experienced and shall result in conditions that existed as of the Effective Date of the Contract.

SECTION 10. INTERPRETATION OF CONTRACT DOCUMENTS
The Village shall in all cases determine the amount or quantity of the several kinds of Work, which are to be paid for under this Contract, and shall decide all questions, which may arise relative to the execution of the Contract on the part of the Contractor, and all estimates and decisions shall be final and conclusive. The Village shall have the right to make alterations in the lines, grades, plans, forms, or dimensions of the work herein contemplated either before or after the commencement of the Work. If such alterations diminish the quantity of the Work to be done, they shall not constitute a claim for damage or for anticipated profits on the Work dispensed with, or if they increase the amount of Work, such increase shall be paid according to the quantity actually done and at the price or prices stipulated for such Work in the Contract. The Village hereby reserves the right to approve as an equal, or to reject as not being an equal, any article the Contractor proposes to furnish pursuant to the Contract Documents.

SECTION 11. CONTRACT CHANGES
A. CHANGES IN WORK
1. The Village reserves the right to make changes in the scope of the Contract or issue instructions requiring additional Work or direct the deletion of certain Work. Any such changes by the Village shall not invalidate the Contract or relieve the Contractor of any obligations under the Contract Documents. Changes to the Work shall be authorized in writing and executed by the Parties by means of a Change Order.

2. A Change Order for Work is not necessary (and Contractor shall not be entitled to additional compensation) when the Work is reasonably inferable as within the Contract Documents, or, when the Work was made necessary as a result of an error or omission of the Contractor or any subcontractor.
3. Contractor shall not be entitled to an adjustment to the Contract Amount or Contract Time for any work performed:

a. Outside the scope of the Contract Documents and for which no prior written authorization by the Village was obtained;
b. Which exceeds the Contract Amount or other agreed upon pricing and for which no Change Order was executed; or,
c. Relating to differing site conditions that require prior written notice before proceeding (as further provided herein below).

B. CHANGE ORDERS
1. Any adjustment to the Contract Amount or Contract Time shall be made at the time of ordering a change in the Work. The cost or credit resulting from a change in Work shall be determined in one or more of the following ways:

a. By unit prices named in the Contract or additional unit prices subsequently agreed upon (no additional amounts for overhead and profit shall be allowed).

b. By an amount mutually agreed to by Contractor and the Village as a fixed or percentage fee.

c. By agreement on a lump sum proposal submitted by Contractor. Lump sum proposals shall include a detailed cost breakdown for each component of Work indicating both labor and material costs. In addition, there may be added an amount agreed upon, but not to exceed ten percent (10%) of the actual cost, for overhead and profit.

2. If none of the above methods are mutually agreed upon, a change may be made by unilateral determination of the Village based upon the reasonable costs or savings attributable to the change, including a reasonable allowance for overhead and profit, not to exceed ten percent (10%). If this method is utilized, the Contractor shall promptly proceed with the Work involved in the change, upon receipt of a written order by the Village.

a. In such case, Contractor shall keep and present an itemized accounting of all materials used, equipment, the cost of labor (including social security, old age and unemployment insurance, fringe benefits to which the employee is entitled, and Worker's compensation insurance), and the fair rental cost of all machinery used for the extra Work for the period of such use. If the extra Work requires the use of machinery not already on the Project site, or to be otherwise used for the Work, then the cost of transportation (up to a total maximum of one hundred (100) miles) of such machinery to and from the Project site shall be added to the fair rental value.

b. Contractor shall not include in the cost of the extra Work any cost or rental of small tools, or any portion of the time of the Contractor or the superintendent, or any allowance for the use of capital, insurance or bond premium or any actual or anticipated
profit, or job or office overhead not previously mentioned. These items are considered as being covered under the added amount for general overhead.

3. Pursuant to the Illinois Criminal Code (720 ILCS 5/33E-9), a Change Order or series of Change Orders which authorize or necessitate a net increase or decrease in the cost of the contract by a total of $10,000 or more, or an increase or decrease in the time of completion by more than 30 days requires a written determination by the Village supporting the appropriateness of the change. The written determination must state that (1) the circumstances said to necessitate the change in performance were not reasonably foreseeable at the time the contract was signed, or (2) the change is germane to the original contract as signed, or (3) the change order is in the best interest of the Village.

SECTION 12. PAYMENTS AND RETAINAGE

A. SUBMISSION OF INVOICES
1. Contractor shall submit invoices no more than once per month. Invoices shall provide a detailed breakdown of the amount billed, including the name, title, rate of pay, hours worked and services rendered by each individual during the period stated. Invoices shall be submitted in duplicate and shall reflect all prior amounts billed and paid to date. Invoices shall be accompanied by a progress report setting forth the rates of completion for all tasks scoped and for all deliverable products.

2. Invoices shall not be deemed due and owing unless and until the following are submitted: progress report; legally effective releases and waivers of lien covering work for which prior payment to Contractor has been made; and, certified payroll records required by the Illinois Prevailing Wage Act have been submitted.

B. PAYMENT BY THE VILLAGE.
The Village agrees to make payments to Contractor and to pay interest on unpaid balances under the provisions of the Local Government Prompt Payment Act. The Village will retain 10% of the Contractor’s progress payments until Final Completion and acceptance of all Work to insure successful completion of the Work. Pursuant to the Mechanics’ Lien Act of Illinois, no payments shall be made to Contractor unless and until Contractor furnishes a written statement of the names of all parties furnishing labor and/or materials under this Contract and the amounts due or to become due. This statement must be made under oath or be verified by affidavit. The Village shall not be obligated to issue any payments nor shall any retained percentage become due until valid and legally effective releases and waivers of lien have been supplied to the Village by Contractor covering work for which payment to Contractor has been previously made.

C. PAYMENTS TO SUBCONTRACTORS
Upon receipt of payments from the Village, Contractor shall promptly pay each Subcontractor (and/or supplier) amounts due and owing to said Subcontractor, reflecting the percentage actually retained from payments to the Contractor on account of such Subcontractor’s work. Contractor shall require in any contract with
Subcontractors that each Subcontractor make payments to their Subcontractors, vendors and suppliers in similar manner.

D. FINAL PAYMENT TO CONTRACTOR

1. Upon completion of the Work and approval by the Village, and upon receipt and approval of all closeout submittals required under the Contract Documents and all final waiver(s) of lien, the Village will pay the Contractor the final payment within thirty (30) calendar days thereafter. No final payment shall become due and owing, however, unless and until Contractor shall completely repaired or replaced, at no expense to the Village, any damage to existing buildings, paving, landscaping, streets, drives, utilities, or other Village property arising during the performance of the Work or incidental thereto caused by Contractor, any Subcontractors, material suppliers, or others performing work on behalf, or at the request, of Contractor.

2. The acceptance by the Contractor of final payment shall constitute a release and waiver of any and all rights and privileges under the terms of the Contract, and shall relieve the Village from any and all claims or liabilities for anything done or furnished relative to the Work or for any act or neglect on the part of the Village relating to or connected with the Contract. Any payment, however, final or otherwise, shall not release the Contractor or his sureties from any obligations under the Contract or the performance bond and payment bonds.

E. WITHHOLDING

Notwithstanding the terms herein, and without prejudice to any of its other rights or remedies, the Village shall have the right to withhold from any payment that may be or become due such amount as may reasonably appear necessary to compensate the Village for any actual or prospective loss due to defective Work or Work that does not conform to the Contract Documents; damage for which the Contractor is liable; state or local sales, use or excise taxes that may have been paid by Contractor or any of its Subcontractors; any lien or claim of third parties, subcontractors or suppliers regardless of merit; inability of the Contractor to complete the performance of the Work; or any other failure by the Contractor to perform any of its obligations under the Contract Documents. The Village shall be entitled to retain any and all amounts so withheld until the Contractor either performs the outstanding obligation, or furnishes security in a form acceptable to the Village for such performance.

SECTION 13. CONCEALED CONDITIONS

A. Contract Drawings showing the approximate location of existing and new utility lines, if any, have been identified and located as accurately as possible using readily available information. However, the Contractor is responsible for verifying the accuracy of all locations. If as a result of such verification, utilities require relocation or rerouting Contractor shall notify the Village and cooperate with the Village to make the required adjustments.

B. If utility service, which is shown on the Drawings, is interrupted for any reason, Contractor will work continuously to restore such service to the satisfaction of the
Village at no additional cost to the Village. Should Contractor fail to proceed expeditiously with appropriate repairs, the Village shall have the right to have any needed repairs completed and the cost of such repairs shall be deducted from any amount due or to become due to Contractor.

C. If utility service, which is not shown or which is misidentified on the Drawings, the existence or proper location of which could have been discovered by careful examination and investigation of the Project site by Contractor, is interrupted for any reason, the entire cost to restore service to the satisfaction of the Village shall be paid by the Contractor.

D. Contractor shall promptly, but in no case more than ten (10) days from discovery and before the conditions are disturbed, notify the Village in writing of:

1. Subsurface or latent physical conditions or any condition encountered at the site which differ materially from those indicated in the Contract Documents and which were not known by Contractor or could not have been discovered by careful examination and investigation of the site of the proposed Work;

2. Unknown and unexpected physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered in the locale or generally recognized as inherent in the Work provided for in the Contract Documents.

3. Concealed or unknown conditions in an existing structure which are at variance with the conditions indicated by the Contract Documents, which are of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the Work and which were not known by the Contractor and could not have been discovered by careful examination and investigation of the Project site.

4. If the Village determines that changed conditions do not exist or are not materially different and no adjustment in the Contract Amount or time is warranted, the Contractor shall continue performance of the Work. No claim by the Contractor for a change in the Contract Amount or Times shall be allowed unless the required written notice is given and the Village is given adequate opportunity to investigate the conditions encountered prior to any disturbance thereof.

SECTION 14. SUSPENSION AND TERMINATION

A. SUSPENSION OF WORK
The Village may, at anytime, by written notice to the Contractor require the Contractor to stop all, or any part, of the Work required by the Contract Documents. Upon receipt of such a notice, the Contractor shall immediately comply with its terms and take all steps to minimize the occurrence of costs allocable to the Work covered by the notice. Contractor shall, upon receipt of notice of suspension, identify in writing all Work that must be completed prior to suspension of the Work, including all Work associated with suspension that must be performed. With respect to Work so identified by Contractor and approved by the Village, the Village will pay for the necessary and reasonable
costs associated with that Work. Contractor shall not be entitled to any claim for lost profits due to the suspension of the Work by the Village.

B. TERMINATION OF CONTRACT

1. The Village reserves the right to terminate the whole or any part of this Contract, without cause, upon ten (10)-calendar day’s written notice to the Contractor.

2. The Village reserves the right to terminate the whole or any part of this Contract, upon ten (10)-calendar day’s written notice to the Contractor in the event of default by the Contractor.

a. Default is defined as the failure by Contractor to correct defective Work as required; the persistent failure to carry out the Work in accordance with the Contract Documents; or, the failure to make sufficient progress to endanger timely completion of the Work.

b. Contractor shall also be deemed in default if the Contractor: 1) is adjudged bankrupt or insolvent, or makes a general assignment for the benefit of creditors or if a trustee or receiver is appointed for the Contractor or for any of the Contractor’s property on account of the Contractor’s insolvency, and the Contractor or its successor in interest does not provide adequate assurance of future performance in accordance with the Contract within 10 days of receipt of a request for assurance from the Village; 2) repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment; 3) repeatedly fails to make prompt payments to Subcontractors or suppliers at any tier, or for labor, materials or equipment; 4) disregards laws, ordinances, rules, codes, regulations, orders or similar requirements of any public entity having jurisdiction; or 5) otherwise violates any material term of the Contract Documents.

c. If Contractor shall assign this Contract or abandon the Work or shall neglect or refuse to comply with the instructions of the Village relative thereto or shall fail in any manner to comply with the specifications or stipulations herein contained or if at any time the Village shall be of the opinion that the Work is unnecessarily delayed and will not be finished within the prescribed time, or that unnecessary inconvenience is being imposed upon the public or unnecessary expense is being incurred by the Village for inspection and supervision, the Village shall notify the Contractor, in writing, to that effect. If the Contractor does not, within five (5) calendar days thereafter, take such measures as will in the judgment of the Village ensure the satisfactory completion of the Work within the prescribed time or prevent unnecessary inconvenience to the public or prevent unnecessary expense to the Village, then the Village may take such actions as deemed necessary, at the cost to the Contractor, to correct such delay or, the Village may declare the Contractor to be in default and terminate the Contract.

d. In the event of default and termination, the Village shall have the right, without further notice to Contractor, to invoke the Performance and Payment Bonds

3. Upon receipt of notice of suspension, Contractor shall identify in writing all Work that must be completed prior to termination of the Work, including all Work associated
with termination that must be performed. Only with respect to Work so identified by Contractor and pre-approved by the Village, the Village will pay for the necessary and reasonable costs associated with that Work. Contractor shall not be entitled to any claim for lost profits due to the termination of the Work by the Village.

SECTION 15. CORRECTION OF WORK

A. Upon receipt of notice, Contractor shall promptly remove from the site and replace any material or correct any defective Work or Work that fails to conform to the requirements of the Contract Documents, whether completed or not and whether observed before or after Substantial or Final Completion. Contractor shall pay all costs of correcting such Work or material including the cost of additional professional services necessary, and the cost of repairing or replacing all other Work damaged by such removal or replacement.

B. If within one year after the date of Substantial Completion (or such longer period of time prescribed by any special guarantee or warranty) any Work is found to be defective, Contractor shall promptly, at its sole cost and expense and without cost to the Village, repair, replace or correct such defective Work along with any damage to other Work resulting therefrom.

C. Contractor's obligations under this Paragraph are in addition to any other obligation or guarantee or warranty contained in the Contract Documents and shall survive the termination of the Contract. The terms of this Section are not in lieu of, and shall not be construed as a waiver of, any applicable statute of limitation or repose.

D. If the Contractor fails to correct defective Work within a reasonable time, the Village may perform the necessary corrections. A Change Order will be then be issued reflecting an equitable deduction from the Contract Amount for the costs of correction incurred by the Village. The costs of correction will be deducted from payments due to the Contractor or, if no further payments are due to Contractor, then the Contractor's surety will be responsible for said payment.

SECTION 16. DOCUMENT SUBMITTALS

A. OWNERSHIP
All drawings, specifications, reports, and any other project documents prepared by the Contractor in connection with any or all of the services furnished hereunder shall be delivered to the Village for the expressed use by the Village. All documents, memoranda, drawings, designs, specifications, calculations, computer programs, computer discs, records, notes, samples and information recorded in any tangible or computer form generated or prepared by or at the direction of Contractor shall be the exclusive property of the Village. Contractor shall provide such work product to Village immediately upon request or termination of this contract for any cause, and such work product shall be of a quality so as to assure total reproducibility of the documents delivered. In particular, the Village may request, at no additional cost, the delivery of additional sets of drawings or documents if the Contractor fails to deliver a fully reproducible document. Contractor shall not publish, in any technical articles,
publications or otherwise, information obtained from performing this Contract on behalf of the Village, without the prior written consent of the Village. The provisions of this Section shall survive the expiration, conclusion and termination of this Contract.

**SECTION 17. INDEMNIFICATION**

A. To the fullest extent permitted by law, Contractor shall defend, hold harmless, and indemnify the Village and CDM Smith and their corporate authorities, officers, directors, partners, agents, employees and other consultants and subcontractors against any and all injury, death, loss, property damage, judgments, liens, claims, suits, liabilities, actions, causes of action, demands, expenses, costs, or other liabilities of any character (including reasonable attorneys fees) arising in whole or in part, relating to or resulting from Contractor’s (including Contractor’s employees, agents, officers, directors, subcontractors and anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable): (a) failure to comply with, or violation of, any federal, state or local law, statute, regulation, rule, ordinance, order of governmental directive; (b) acts, omissions or willful misconduct; (c) failure to comply with the terms, conditions, representations, or warranties contained in the Contract Documents; and, d) performance under this Contract. In connection with any such liabilities, the Village and CDM Smith and their corporate authorities, officers, directors, partners, agents, employees and other consultants and subcontractors shall have the right to defense counsel of its choice and Contractor shall be solely liable for all costs, fees and expenses of such defense. Any insurance policies required to be maintained pursuant to the Contract Documents shall in no way limit the extent of Contractor’s responsibility to indemnify as herein provided. The terms of this indemnity shall survive the suspension, expiration or termination of this Contract.

B. **Kotecki Waiver.** Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees and waives any limitation of liability defense based upon the Worker’s Compensation Act and cases decided thereunder. Contractor agrees to indemnify and defend the Village and CDM Smith from and against all such loss, expense, damage or injury, including reasonable attorneys’ fees, which the Village may sustain as a result of personal injury claims by Contractor’s employees, except to the extent those claims arise as a result of the Village’s own negligence.

**SECTION 18. WARRANTY**

1. Contractor warrants to the Village that all material and equipment furnished under this Contract shall be new and of the most suitable grade for the purpose intended and that all Work shall be of good quality, free from faults and defects and in conformance with the Contract Documents. Prior to Final Completion, Contractor shall deliver to the Village all warranties required under the Contract Documents, or to which Contractor is entitled from manufacturers, suppliers, and Subcontractors. All warranties for products and materials incorporated into the Work shall begin on the date of Substantial Completion.
2. Neither the final payment nor partial or entire use or occupancy of the site by the Village shall constitute an acceptance of Work not done in accordance with Contract Documents or relieve the Contractor or its sureties of liability with respect to any warranties or responsibilities for faulty or defective materials and workmanship. Contractor or its sureties shall remedy any defects in Work and any resulting damage to Work at its own expense. Contractor shall be liable for correction of all damage resulting from defective Work. If Contractor fails to remedy any defects or damage, the Village may correct the defective Work or repair damages and the cost and expense incurred shall be paid by or be recoverable from the Contractor or its surety.

3. Contractor warrants that the Work shall be done in a workmanlike manner in strict accordance with the Contract Documents and guarantees that the labor, material, and equipment will be free of defects for a period of one (1) year from the date of Completion unless otherwise provided.

4. Contractor warrants that no materials or supplies for the Work purchased by Contractor or any Subcontractor are subject to any chattel mortgage or other condition or agreement by which an interest is retained by the seller. Contractor further warrants that he/she has good title to all materials and supplies used in the performance of the Work, and any such materials and supplies are free from all liens, claims or encumbrances. Contractor agrees to indemnify and save the Village harmless from all claims and costs incurred with respect to the lawful demands of Subcontractors, laborers, workmen, mechanics and suppliers of machinery, parts, equipment, tools, and materials arising from Contractor's breach of this Section.

SECTION 19. COMPLIANCE WITH LAWS

A. OSHA STANDARDS
Contractor shall read and comply with all applicable Occupational Safety and Health Act (OSHA) standards. Special attention is directed to the Congressional Federal Register, Volume 58, Number 9, Thursday, January 14, 1993, Part 1910 (Permit Required Confined Spaces for General Industry.) Equipment supplied to the Village must comply with all requirements and standards as specified by OSHA. Items not meeting any OSHA specifications will be refused.

B. SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS ACT
1. Prior to commencing any Work, Contractor must demonstrate compliance with the requirements of the Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1 et. seq.). Among other things, the Act provides that before commencing work on a public works project, an employer shall have in place a written program for the prevention of substance abuse among its employees which meets or exceeds the program requirements of the Act including, but not limited to, such matters as pre-hire, random, reasonable suspicion and post-accident drug and alcohol testing of employees. The employer's program must be filed with the public body engaged in the construction of the public works and must be made available to the general public.
2. Pursuant to the Substance Abuse Prevention on Public Works Projects Act, an employee may not use, possess, attempt to possess, distribute, deliver, or be under the influence of cannabis or a controlled substance, or use or be under the influence of alcohol, while performing work on a project covered by the Act. An employer may not permit an employee who violates the Act, who tests positive for the presence of a drug, or who refuses to submit to drug or alcohol testing as required under the employer's prevention program to perform work on a public works project until the employee meets certain specified conditions set forth in the Act. An employer shall remove an employee from work on a public works project, and prevent further access to the work, if the employee violates the Act, tests positive for the presence of a drug or alcohol, refuses to submit to drug or alcohol testing as required under the employer's prevention program, or, if there is a reasonable suspicion that the employee is under the influence of a drug or alcohol.

3. Contractor is responsible for reviewing the Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1 et. seq.) to ensure compliance its requirements.

C. OTHER LAWS AND REGULATIONS
1. Contractor shall comply with all applicable laws, regulations and rules promulgated by any federal, state, local, or other governmental authority or regulatory body pertaining to all aspects of the Work, now in effect, or which may become in effect during the performance of the Work. The scope of the laws, regulations, and rules referred to in this paragraph includes, but is in no way limited to, the Illinois Human Rights Act, Illinois Equal Pay Act of 2003, Occupational Safety & Health Act along with the standards and regulations promulgated pursuant thereto (including but not limited to those safety requirements involving work on elevated platforms), all forms of traffic regulations, public utility, Interstate and Intrastate Commerce Commission regulations, Workers' Compensation Laws, Public Construction Bond Act, Prevailing Wage Laws, Smoke Free Illinois Act; Public Works Preference Act, Employment of Illinois Workers on Public Works Act, USA Security Act, federal Social Security Act (and any of its titles), and any other law, rule or regulation of the Illinois Department of Labor, Department of Transportation, Illinois Environmental Protection Act, Illinois Department of Human Rights, Human Rights Commission, EEOC, Metropolitan Water Reclamation District of Greater Chicago and the Village of Wilmette.

2. ILLINOIS FREEDOM OF INFORMATION ACT. Contractor agrees to furnish all documentation related to this Agreement and any documentation related to the Village required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) (“FOIA”) request within five (5) days after Village issues notice of such request to Contractor. Contractor agrees to defend, indemnify and hold harmless the Village, and agrees to pay all reasonable costs connected therewith (including, but not limited to reasonable attorney’s and witness fees, filing fees and any other expenses) for the Village to defend any and all causes, actions, causes of action, disputes, prosecutions, or conflicts arising from Contractor’s, actual or alleged violation of the FOIA or Contractor’s failure to furnish all documentation related to a request within five (5) days after Village issues notice of a request.
Furthermore, should Contractor request that Village utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, Contractor agrees to pay all costs connected therewith (such as reasonable attorneys' and witness fees, filing fees and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. Contractor agrees to defend, indemnify and hold harmless the Village, and agrees to pay all costs connected therewith (such as reasonable attorneys' and witness fees, filing fees and any other expenses) to defend any denial of a FOIA request by Contractor's request to utilize a lawful exemption to the Village.

3. Contractor shall comply with the provisions of the Illinois Public Works Employment Discrimination Act and the Illinois Human Rights Act/Equal Opportunity Clause, which, pursuant to Illinois law, are deemed to be part of this Contract. The relevant provisions are fully incorporated herein by reference and are set forth below.


EQUAL EMPLOYMENT OPPORTUNITY

In the event of the Contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the Contractor agrees as follows:

1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental handicap unrelated to ability, military status, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

2) That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules) of minorities and women in the areas from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental handicap unrelated to ability, military status, or an unfavorable discharge from military service.
4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's Rules. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules, the Contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

5) That it will submit reports as required by the Department's Rules, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules.

6) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules.

7) That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, the Contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

Illinois Public Works Employment Discrimination Act (775 ILCS 10/0.01, et seq.)

10/1. Discrimination in employment prohibited

1. (a) No person shall be refused or denied employment in any capacity on the ground of unlawful discrimination, as that term is defined in the Illinois Human Rights Act, nor be subjected to unlawful discrimination in any manner, in connection with the contracting for or the performance of any work or service of any kind, by, for, on behalf of, or for the benefit of this State, or of any department, bureau, commission, board, or other political subdivision or agency thereof.

(b) The Illinois Human Rights Act applies to all contracts identified in subsection (a).

10/2. Deemed incorporated in contract

2. The provisions of this Act shall automatically enter into and become a part of each and every contract or other agreement hereafter entered into by, with, for, on behalf of, or for the benefit of this State, or of any department, bureau, commission, board, other political subdivision or agency, officer or agent thereof, providing for or relating to the performance of any of the said work or services or of any part thereof.
10/3. **Includes independent Contractors, etc.**

3. The provisions of this Act also shall apply to all contracts entered into by or on behalf of all independent Contractors, subcontractors, and any and all other persons, association or corporations, providing for or relating to the doing of any of the said work or the performance of any of the said services, or any part thereof.

10/4. **Deduction from compensation**

4. No Contractor, subcontractor, nor any person on his or her behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work for the benefit of the State or for any department, bureau, commission, board, other political subdivision or agency, officer or agent thereof, on account of race, color, creed, sex, religion, physical or mental handicap unrelated to ability, or national origin; and there may be deducted from the amount payable to the Contractor by the State of Illinois or by any municipal corporation thereof, under this contract, a penalty of five dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Act.

10/5. **Recovery by injured person**

5. Any person, agency, corporation or association who violates any of the provisions of this Act, or who aids, abets, incites or otherwise participates in the violation of any of the provisions, whether the violation or participation therein occurs through action in a private, public or in any official capacity, shall be guilty of a petty offense for each and every violation or participation therein with respect to each person aggrieved thereby, to be recovered by each such aggrieved person, or by any other person to whom such aggrieved person shall assign his cause of action, in the circuit court in the county in which the plaintiff or the defendant shall reside.

10/6. **Violations; punishment**

6. Any person who or any agency, corporation or association which shall violate any of the provisions of the foregoing sections, or who or which shall aid, abet, incite or otherwise participate in the violation of any of the said provisions, whether the said violation or participation therein shall occur through action in a private, in a public, or in any official capacity, shall also be deemed guilty of a petty offense for each and every said violation or participation or, in the case of non-corporate violators, or participants, of a Class B misdemeanor.

10/7. **To be inscribed in contract**

7. The provisions of this Act shall be printed or otherwise inscribed on the face of each contract to which it shall be applicable, but their absence therefrom shall in no wise prevent or affect the application of the said provisions to the said contract.

10/8. **Partial invalidity; construction**
8. The invalidity or unconstitutionality of any one or more provisions, parts, or sections of this Act shall not be held or construed to invalidate the whole or any other provision, part, or section thereof, it being intended that this Act shall be sustained and enforced to the fullest extent possible and that it shall be construed as liberally as possible to prevent refusals, denials, and discriminations of and with reference to the award of contracts and employment thereunder, on the ground of race, color, creed, sex, religion, physical or mental handicap unrelated to ability, or national origin.
SPECIAL PROVISIONS
WATER PLANT ELECTRICAL IMPROVEMENTS PROJECT

SECTION 1. DESCRIPTION OF PROJECT

The electrical improvements consists of constructing a new generators building and an addition to the Water Plant, furnishing and installing the new generators, switchgear, Motor Control Centers (MCCs), modifications to the SCADA system and HVAC as well as the relocation of an 8 inch cast iron sanitary forced main.

SECTION 2. NOTICE TO PROCEED

No Work shall be done at the Site prior to the issuance of the Notice to Proceed.

SECTION 3. TIMES FOR COMPLETION OF WORK

A. CONTRACT TIMES

1. The Substantial Completion Date for the Work shall be 670 calendar days from Notice to Proceed, or such extended date as agreed to by Change Order. "Substantial Completion" means the stage whereby the Work or a designated portion thereof, is complete, usable, operable and accessible in accordance with the Contract Documents so that the Village can fully occupy or use the Work or the designated portion for its intended purpose without interruptions, and for which only minor or inconsequential punch list items need to be completed. No portion of the Work shall be deemed to have reached Substantial Completion unless and until all regulatory authority approvals have been received and Substantial Completion has been so approved by the Village.

2. When the Contractor considers the Work, or a portion thereof which the Village agrees to accept separately, is substantially complete, the Contractor shall notify the Village that the Work is ready for inspection. Within five (5) working days of receipt of Contractor's notice, the Village shall prepare and deliver to Contractor a punch list of items and Work that must be completed, repaired or otherwise made to conform to the Contract Documents prior to the date for Final Completion. Omission of an item on the punch list does not relieve the Contractor of its responsibility to complete all Work in full accordance with the Contract Documents.

3. The Date for Final Completion of the Work shall be 730 calendar days from Notice to Proceed, or such extended date as agreed to by Change Order.

B. FAILURE TO COMPLETE THE WORK ON TIME

Contractor understands and agrees that time is of the essence for this Contract. Contractor recognizes the impracticalities and difficulties in calculating, measuring, and proving the injury or loss suffered by the Village should the Work not be completed on time and therefore agrees to the appropriateness of liquidated damages under the terms set forth herein. The Village and Contractor agree that should Contractor fail to complete the Work by the completion dates stipulated in the Contract or within such
extended time as may have been allowed, Contractor shall be liable to the Village in the amount shown in the following schedule of deductions, not as a penalty but as liquidated damages, for each day that Contractor fails to complete the Work beyond the completion dates or such extended time as may have been allowed. The Village shall be allowed to deduct any liquidated damages from amounts due, or which may become due, to the Contractor from the Village.

C. SCHEDULE OF LIQUIDATED DAMAGES

<table>
<thead>
<tr>
<th>Original Contract Amount</th>
<th>Liquidated Damage Amount Per Calendar Day</th>
</tr>
</thead>
<tbody>
<tr>
<td>From and More Than</td>
<td></td>
</tr>
<tr>
<td>$0</td>
<td>$475</td>
</tr>
<tr>
<td>100,000</td>
<td>750</td>
</tr>
<tr>
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<tr>
<td>12,000,000</td>
<td>8,775</td>
</tr>
<tr>
<td>And over</td>
<td></td>
</tr>
</tbody>
</table>

1. The liquidated damage amount shall be owed and paid by Contractor for each consecutive Calendar Day beyond the Substantial Completion date. After the date for Substantial Completion has been certified by the Village, the Contractor shall cease to owe liquidated damages until the date established for Final Completion. To the extent Final Completion is not achieved by the date established for Final Completion, liquidated damages in the amount stipulated will become due and collectable.

2. The Contract will be considered complete when all Contract requirements have been satisfied, all Work has been completed and a Notice of Final Completion has been issued. No deduction or payment of liquidated damages will release the Contractor from further obligations and liabilities to complete the entire Contract. Allowing the Contractor to continue and finish the Work, or any part of it, after the expiration of any stated completion date shall not constitute a waiver on the part of the Village of any liquidated damages due under the Contract.

SECTION 4. SUBLETTING OF CONTRACT

A. Contractor may sublet portions of the performance of the Work. At all times the Contractor shall maintain no less than fifty-one (51) percent of the dollar value of the Work of the Contract by direct employees of the Contractor. Contractor shall identify all proposed subcontractors who will furnish services under the terms of this Contract. Subcontractors shall conform, in all respects, to the applicable provisions specified herein for the Contractor and shall be subject to approval by the Village. Contractor shall not employ any subcontractor, either initially or as a substitute, against who the Village has a reasonable objection.

B. Subcontractors shall be under the sole direction, authority and responsibility of the Contractor and Contractor shall take all steps necessary to ensure that
subcontractors comply with the Contract requirements. The work to be done by the subcontractors shall be outlined in detail by the Contractor.

C. Contractor shall be fully responsible to the Village for any and all acts and omissions of the Contractor’s suppliers, subcontractors and others performing or furnishing any of the Work directly or indirectly on behalf of the Contractor.

SECTION 5. PRE-CONSTRUCTION DOCUMENTATION

The Contractor shall prepare a pre-construction audio-video documentation of all features in the area affected by construction. All video cameras, recorders, tapes, accessories and appurtenances shall be of high resolution color digital format equipment. The pertinent features within the construction zone of influence shall be shown, including but not limited to, pavements, curbs, driveways, sidewalks, buildings, landscaping, trees, shrubbery, fences, light posts, and equipment, etc. View orientation shall be maintained by audio commentary on the audio track of each video tape to help explain what is being viewed. The pre-construction video shall be completed and copies submitted to the Village prior to commencing with any construction activities. See Section 01 32 33 for further requirements and information.
CONTRACTOR'S DRUG-FREE WORKPLACE CERTIFICATION

THE [Construction Company Ltd.]

(Contractor) hereby certifies that it will comply with all requirements of the Drug Free Workplace Act, 30 ILCS 580/1 et.seq. to provide a drug-free workplace by:

1. Publishing a statement:
   a. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the grantee's or Contractor's workplace.
   b. Specifying the actions that will be taken against employees for violations of such prohibition.
   c. Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
      i. Abide by the terms of the statement; and
      ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction.
2. Establishing a drug free awareness program to inform employees about:
   a. the dangers of drug abuse in the workplace;
   b. the grantee's or Contractor's policy of maintaining drug free workplace;
   c. any available drug counseling, rehabilitation, employee assistance program; and
   d. The penalties that may be imposed upon employees for drug violations.
3. Making it a requirement to give a copy of the statement required by subsection (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
4. Notifying the contracting agency within 10 days after receiving notice under part (B) of paragraph (3) of subsection (a) from an employee or otherwise receiving actual notice of such conviction.
5. Imposing a sanction on, or requiring the satisfactory participation in a drug assistance or rehabilitation program by any employee who is so convicted, as required by Section 5 (30 ILCS 580/5) of the Act.
6. Assisting employees in selecting a course of action in the event drug counseling treatment, and rehabilitation is required and indicating that a trained referral team is in place.
7. Making a good faith effort to continue to maintain a drug free workplace through implementation of this Section.

Failure to abide by this certification shall subject the Contractor to the penalties provided in Section 6 (30 ILCS 580/6) of the Act.

Signed: [Signature]
Title/Position: David J. Rock, President

Subscribed and sworn to before me
This 27th day of June, 2018
Notary Public

Village of Wilmette

OFFICIAL SEAL
NAOMI G MURDOCH
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:08/31/19
COMPLIANCE WITH CONFINED SPACE ENTRY POLICY AND PROCEDURE FORM

IN/Construction Company, LLC (Contractor) hereby certifies that it will comply with all requirements of 29 CFR Part 1910 Permit Required Confined Spaces for General Industry. Special attention is drawn to Section 1910.146(c)(9) which provides as follows:

"In addition to complying with the permit space requirements that apply to all employers, each Contractor who is retained to perform permit space entry operations shall:

1. Obtain any available information regarding permit space hazards and entry operations from the host employer;
2. Coordinate entry operations with the host employer, when both host employer personnel and Contractor personnel will be working in or near permit spaces, as required by paragraph (d)(11) of this section; and
3. Inform the host employer of the permit space program that the Contractor will follow and of any hazards confronted or created in permit spaces, either through a debriefing or during the entry operation."

Signed: [Signature]

Title/Position: David J. Rock, President

NOTARY
Submitted and sworn to before me
This 27th day of June, 2018

[Signature]
OFFICIAL SEAL
NAOMI G. MURDOCH
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES: 08/31/19
NOTICE OF AWARD

To: IHC Construction Companies
1600 Executive Drive
Elgin, IL 60123

PROJECT DESCRIPTION: Water Plant Electrical Improvements Project Contract Number 17-M-0017

The VILLAGE has considered the BID submitted by you for the above-described WORK in response to its Advertisement for Bids dated January 13, 2018, and Information for Bidders.

You are hereby notified that your BID has been accepted for Items $7,349,511.

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTORS Performance BOND, Payment BOND, and certificates of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS within ten (10) days from the date of this Notice, said VILLAGE will be entitled to consider all your rights arising out of the VILLAGE acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The VILLAGE will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the VILLAGE Dated this 19th day of June, 2018.

Acceptance of Notice

Receipt of the above NOTICE OF AWARD is hereby acknowledged,

By IHC Construction Companies, LLC

This the 21st day of June, 2018

By David J. Rock, President
NOTICE OF AWARD

To: IHC Construction Companies
1600 Executive Drive
Elgin, IL 60123

PROJECT DESCRIPTION: Water Plant Electrical Improvements Project Contract Number 17-M-0217

The VILLAGE has considered the BID submitted by you for the above-described WORK in response to its Advertisement for Bids dated January 13, 2018, and Information for Bidders.

You are hereby notified that your BID has been accepted for items $7,343,511.

You are required by the information for Bidders to execute the Agreement and furnish the required CONTRACTORS Performance BOND, Payment BOND, and certificates of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS within ten (10) days from the date of this Notice, said VILLAGE will be entitled to consider all your rights arising out of the VILLAGE acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The VILLAGE will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the VILLAGE Dated this 19th day of June, 2018.

(VILLAGE)

By Nabil Quatifleh
Title Director of Water Management

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged.

By
IHC Construction Companies, LLC

This the 21st day of June, 2018

By
David J. Rock, President
NOTICE TO PROCEED

To: __________________________________________

Water Plant Electrical Improvements Project- Contract Number 17-M-0017

You are hereby notified to commence WORK in accordance with the Agreement dated
____________, on or before ________________________, and you are to complete
the WORK within 730 consecutive calendar days thereafter.

The date of completion of all WORK is therefore ________________.

______________________________
(VILLAGE)

By: _________________________________

Title: _______________________________

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED

Is hereby acknowledged by _________________________________.

This ____________________________ day of ________________________, 2018.

By __________________________________

Title __________________________________
CONTRACTOR'S CERTIFICATION

I, ______________________________, an authorized agent of Contractor being duly sworn and upon oath certify that:

1) IHC Construction Companies, LLC (Name of Contractor) has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A) (4);

2) IHC Construction Companies, LLC (Name of Contractor) is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if it is:
   A. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the approve Revenue Act; or
   B. it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

3) IHC Construction Companies, LLC (Name of Contractor) and all subcontractors thereof shall at all times comply with the provisions of the Illinois Equal Pay Act of 2003, 820 ILCS 112/1, et seq.

Dated this 27th day of June, 2018.

By: ______________________________

David J. Rock, President

Title/Position

Subscribed and sworn to before me this 27th day of June, 2018.

______________________________
Notary Public

Village of Wilmette
CONTRACTOR'S CERTIFICATION
NATIONAL SECURITY/USA PATRIOT ACT

Pursuant to the requirements of the USA Patriot Act and applicable Presidential Executive Orders, Contractor represents and warrants to the Village of Wilmette that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. Contractor further represents and warrants to the Village of Wilmette that Contractor and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. Contractor hereby agrees to defend, indemnify and hold harmless the Village of Wilmette, its Corporate Authorities, and all Village of Wilmette elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing representations and warranties.

Contractor further represents and warrants it is not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity, or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and that Contractor is not engaged in this transaction directly or indirectly on behalf of or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity, or nation. Contractor hereby agrees to defend, indemnify, and hold harmless the Village of Wilmette, its Corporate Authorities, and all Village of Wilmette elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing representation and warranty.

By: ____________________________
Signature of Authorized Agent of Contractor

David J. Roes, President
IHC Construction Companies, LLC

(Print Name)

Date: 6/27/2018
IEPA - SUPPLEMENTARY INSTRUCTIONS

PROGRAM UNDER WHICH THIS CONTRACT IS TO BE FINANCED

This Contract is to be financed with an Illinois Environmental Protection Agency Pollution Control Program unless specified by "Paid with Village Funds". The CONTRACTOR shall be responsible for complying with all the rules and regulations set forth by the Agency in connection with this method of financing.

IEPA ACCESS

The Illinois Environmental Protection Agency (IEPA) and any persons designated by the IEPA shall at all reasonable times have access to the premises where any portion of the project for which the construction loan was awarded is being performed. Subsequent to cessation of loan support, IEPA personnel or any authorized representative, shall at all reasonable times have access to the Project and to the Project site to the full extent of the VILLAGE'S right to access.

DISADVANTAGED BUSINESSES

EVERY CONTRACTOR SUBMITTING A BID, WHETHER OR NOT THE FIRM IS LISTED AS A DISADVANTAGED BUSINESS, MUST PLACE AN AVERTISEMENT FOR LABOR, MATERIAL AND EQUIPMENT IN THE CHICAGO TRIBUNE AT LEAST 16 DAYS PRIOR TO THE DATE OF THE RECEIPT OF BIDS in compliance with the applicable portions of the Section entitled "LOCAL SPECIFICATIONS FOR DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION".

FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION OF YOUR BID.
CONTRACT DOCUMENT NUMBER 17-M-0017
BID PROPOSAL (IEPA)

Proposal of IHC Construction Companies, L.L.C. (hereinafter called "BIDDER"), organized and existing under the laws of the State of Illinois doing business as United Liability Company.

To the VILLAGE OF WILMETTE (hereinafter called "VILLAGE").

"A corporation", "a partnership", or "an individual"

In compliance with the Advertisement for Bids, BIDDER hereby proposes to perform all WORK for the construction of VILLAGE OF WILMETTE, CONTRACT DOCUMENT NUMBER 17-M-0017, The Water Plant Electrical Improvements Project, in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT as specified in the Contract. BIDDER further agrees to pay as liquidated damages the sum as specified in SPECIAL PROVISIONS, Section 108.90.

(I) By submission of the bid, each bidder certifies, and in the case of a joint bid each party thereto certifies as to his own organization, that in connection with the bid:
   (i) The prices in the bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
   (ii) Unless otherwise required by law, the prices which have been quoted in the bid have not knowingly been disclosed by the bidder, prior to opening, directly or indirectly to any other bidder or to any competitor; and
   (iii) No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.

(II) Each person signing the bid shall certify that:
   (i) He is the person in the bidder's organization responsible within that organization for the decision as to the prices being bid and that he has not participated, and will not participate, in any action contrary to (I)(i) through (I)(iii) above; or
   (ii) He is not the person in the bidder's organization responsible within that organization for the decision as to the prices being bid but that he has been authorized to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (I)(i) through (I)(iii) above, and as their agent shall so certify; and shall also certify that he has not participated, and will not participate, in any action contrary to (I)(i) through (I)(iii) above.
Change Order

No. __________

Date of Issuance: __________ Effective Date: __________

Project: ___________________________ Owner: ___________________________

Contractor: ___________________________ Owner's Contract No.: __________

Contract: ___________________________ Date of Contract: __________

Contractor: ___________________________ Engineer's Project No.: __________

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Attachments: (Justification and cost breakdown)

CHANGE IN CONTRACT PRICE

Original contract Price:

$ __________

[Increase] [Decrease] from previously approved Change Orders No. __________ to No. __________

$ __________

Contract Price prior to this change Order:

$ __________

[Increase] [Decrease] of this Change Order:

$ __________

Contract Price incorporating this Change Order:

$ __________

CHANGE IN CONTRACT TIMES:

Original Contract Times:

□ Working Days

□ Calendar days

Substantial Completion (days or date):

Ready for final payment (days or date):

[Increase] [Decrease] from previously approved Change Orders No. __________ to No. __________

Substantial completion (days):

Ready for final payment (days):

Contract Times prior to this Change Order:

Substantial completion (days or date):

Ready for final payment (days or date):

[Increase] [Decrease] of this Change Order:

Substantial completion (days or date):

Ready for final payment (days or date):

Contract Times with all approved Change Orders:

Substantial completion (days or date):

Ready for final payment (days or date):

RECOMMENDED:

ACCEPTED

By: ___________________________ By: ___________________________ By: ___________________________

Engineer (Indicated Signature) Date: __________ Date: __________ Date: __________

Approved by Funding Agency (if applicable):

EJCDC No. C-941 (2002 Edition) 00 63 63-1

Prepared by the Engineers' Joint Contract Documents Committee and endorsed by the Associated General Contractors of America and the Construction Specifications Institute

Village of Wilmette
LOAN FUNDING DOCUMENTS

All of the remaining documents are required by the IEPA.
NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY
(EXECUTIVE ORDER 11246)

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the CONTRACTOR's aggregate workforce in each trade on all construction work in the covered area, are as follows:

<table>
<thead>
<tr>
<th>Timetables</th>
<th>Goals for minority participation for each trade</th>
<th>Goals for female participation in each trade</th>
</tr>
</thead>
<tbody>
<tr>
<td>Insert goals for* each year</td>
<td>Insert goals for* each year</td>
<td></td>
</tr>
<tr>
<td>19.6</td>
<td>6.9</td>
<td></td>
</tr>
</tbody>
</table>

These goals are applicable to all the CONTRACTOR's construction work (whether or not it is Federal or federally assisted) performed in the covered area.

The CONTRACTOR's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be uniform throughout the length of the contract, and in each trade, and the CONTRACTOR shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from CONTRACTOR to CONTRACTOR or from project to project for the sole purpose of meeting the CONTRACTOR's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The CONTRACTOR shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the ; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is Cook County

*goals and timetables published from time to time by the Director, Office of Federal Contract Compliance Programs (OFCCP)

**Insert description of the geographical areas where the contract is to be performed giving the state, county and city, if any.
CONSTRUCTION CONTRACTORS AFFIRMATIVE ACTION REQUIREMENTS
GOALS FOR MINORITY PARTICIPATION
(As published in the Friday, October 3, 1980 Federal Register)

**FEMALE PARTICIPATION = 6.9% STATEWIDE**

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<tr>
<th>County</th>
<th>Percent</th>
<th>County</th>
<th>Percent</th>
<th>County</th>
<th>Percent</th>
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<td>Randolph</td>
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41 CFR 60

60-4.1 Scope and Application.

This part applies to all CONTRACTORS and subcontractors that hold any Federal or federally assisted construction contract in excess of $10,000. The regulations in this part are applicable to all of a construction CONTRACTORS's or subcontractor's construction employees who are engaged in on site construction including those construction employees who work on a non-Federal or nonfederally assisted construction site. This part also establishes procedures which all Federal contracting officers and all applicants, as applicable, shall follow in soliciting for and awarding Federal or federally assisted construction contracts. Procedures also are established which administering agencies shall follow in making any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of Executive Order 11246, as amended. In addition, this part applies to construction work performed by construction CONTRACTORS and s for Federal nonconstruction CONTRACTORS and s if the construction work is necessary in whole or in part to the performance of a nonconstruction contract or subcontract.


60-4.2 Solicitations.

(a) All Federal contracting officers and all applicants shall include the notice set forth in paragraph (d) of this section and the Standard Federal Equal Employment Opportunity Construction Contract Specifications set forth in § 60-4.3 of this part in all solicitations for offers and bids on all Federal and federally assisted construction contracts or subcontracts to be performed in geographical areas designated by the Director pursuant to § 60-4.6 of the part. Administering agencies shall require the inclusion of the notice set forth in paragraph (d) of this section and the specifications set forth in § 60-4.3 of this part as a condition of any grant, contract, subcontract, loan, insurance or guarantee involving federally assisted construction covered by this Part 60-4.

(b) All nonconstruction CONTRACTORS covered by Executive Order 11246 and the implementing regulations shall include the notice in paragraph (d) of this section in all construction agreements, which are necessary in whole or in part to the performance of the covered nonconstruction contract.

(c) Contracting officers, applicants and nonconstruction CONTRACTORS shall given written notice to the Director within 10 working days of award of a contract subject to these provisions. The notification shall include the name, address and telephone number of the CONTRACTOR; employer identification number; dollar amount of the contract; estimated starting and completion dates of the contract; the contract number; and geographical area in which the contract is to be performed.

(d) The following notice shall be included in, and shall be a part of, all solicitations for offers and bids on all Federal and federally assisted construction contracts or subcontracts in excess of $10,000 to be performed in geographical areas designated by the Director pursuant to § 60-4.6 of this part (see 41 CFR 60-4.2(a));
Notice of Requirement for Affirmative Action To Ensure Equal Employment Opportunity  
(Executive Order 11246)

1. The Offeror or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the CONTRACTOR's aggregate workforce in each trade on all construction work in the covered area, are as follows:

<table>
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<th>Time-tables</th>
<th>Goals for minority participation for each trade</th>
<th>Goals for female participation in each trade</th>
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<td>Insert goals for each year.</td>
<td>Insert goals for each year.</td>
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These goals are applicable to all the CONTRACTOR's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the CONTRACTOR performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the CONTRACTOR also is subject to the goals for both its federally involved and nonfederally involved construction.

The CONTRACTOR's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be uniform throughout the length of the contract, and in each trade, and the CONTRACTOR shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from CONTRACTOR to CONTRACTOR or from project to project for the sole purpose of meeting the CONTRACTOR's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The CONTRACTOR shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is (insert description of the geographical areas where the contract is to be performed giving the state, county and city, if any).

60-4.3 Equal Opportunity Clauses.

(a) The equal opportunity clause published at 41 CFR 60-1.4(a) of this chapter is required to be included in, and is part of, all nonexempt Federal contracts and subcontracts, including construction contracts and subcontracts. The equal opportunity clause published at 41 CFR 60-1.4(b) is required to be included in, and is a part of, all nonexempt federally assisted construction contracts and subcontracts. In addition to the clauses described above, all Federal contracting officers, all applicants and all nonconstruction CONTRACTORS, as applicable, shall include the specifications set forth in this section in all Federal and federally assisted construction contracts in excess of $10,000 to be performed in geographical areas designated by the Director pursuant to § 60-4.6 of this part and in construction subcontracts in excess of $10,000 necessary in whole or in part to the performance of nonconstruction Federal contracts and subcontracts covered under the Executive order.

Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)

1. As used in these specifications:

a. "Covered area," means the geographical area described in the solicitation from which this contract resulted:

b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;


d. "Minority" includes:

(i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

(ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);

(iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the CONTRACTOR, or any at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice that contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the CONTRACTOR is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. CONTRACTORS must be able to demonstrate their participation in and compliance with the provisions of any such
Hometown Plan. Each CONTRACTOR or participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other CONTRACTORS or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The CONTRACTOR shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the CONTRACTOR should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction CONTRACTORS performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The CONTRACTOR is expected to make uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the CONTRACTOR has a collective bargaining agreement, to refer either minorities or women shall excuse the CONTRACTOR's obligations under these specifications, Executive Order 11246, nor the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, the CONTRACTOR must employ such apprentices and trainees during the training period, and the CONTRACTOR must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The CONTRACTOR shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the CONTRACTOR's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The CONTRACTOR shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the CONTRACTOR's employees are assigned to work. The CONTRACTOR, where possible, will assign two or more women to each construction project. The CONTRACTOR shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the CONTRACTOR's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the CONTRACTOR or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was
sent to the union hiring hall for referral and was not referred back to the CONTRACTOR by the union or, if referred, not employed by the CONTRACTOR, this shall be documented in the file with the reason therefore; along with whatever additional actions the CONTRACTOR may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the CONTRACTOR has a collective bargaining agreement has not referred to the CONTRACTOR a minority person or woman sent by the CONTRACTOR, or when the CONTRACTOR has other information that the union referral process has impeded the CONTRACTOR's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area that expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the CONTRACTOR's employment needs, especially those programs funded or approved by the Department of Labor. The CONTRACTOR shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the CONTRACTOR's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the CONTRACTOR in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the CONTRACTOR's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the CONTRACTOR's EEO policy with other CONTRACTORS and s with whom the CONTRACTOR does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the CONTRACTOR's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the CONTRACTOR shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a CONTRACTOR's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
I. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the CONTRACTOR's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction CONTRACTORS and suppliers, including circulation of solicitations to minority and female CONTRACTOR associations and other business associations.

p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the CONTRACTOR's EEO policies and affirmative action obligations.

8. CONTRACTORS are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a CONTRACTOR association, joint CONTRACTOR-union, CONTRACTOR-community, or other similar group of which the CONTRACTOR is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the CONTRACTOR actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the CONTRACTOR's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the CONTRACTOR. The obligation to comply, however, is the CONTRACTOR's and failure of such a group to fulfill an obligation shall not be a defense for the CONTRACTOR's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The CONTRACTOR, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the CONTRACTOR may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the CONTRACTOR has achieved its goals for women generally, the CONTRACTOR may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The CONTRACTOR shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The CONTRACTOR shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The CONTRACTOR shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its
implementing regulations, by the Office of Federal Contract Compliance Programs. Any CONTRACTOR who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The CONTRACTOR, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, to achieve maximum results from its efforts to ensure equal employment opportunity. If the CONTRACTOR fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The CONTRACTOR shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, CONTRACTORS shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws, which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

(b) The notice set forth in 41 CFR 60-4.2 and the specifications set forth in 41 CFR 60-4.3 replace the New Form for Federal Equal Employment Opportunity Bid Conditions for Federal and Federally Assisted Construction published at 41 FR 32482 and commonly known, as the Model Federal EEO Bid Conditions, and the New Form shall not be used after the regulations in 41 CFR Part 60-4 become effective.


60-4.4 Affirmative Action Requirements.

(a) To implement the affirmative action requirements of Executive Order 11246 in the construction industry, the Office of Federal Contract Compliance Programs previously has approved affirmative action programs commonly referred to as "Hometown Plans," has promulgated affirmative action plans referred to as "Imposed Plans" and has approved "Special Bid Conditions" for high impact projects constructed in areas not covered by a Hometown or an Imposed Plan. All solicitations for construction contracts made after the effective date of the regulations in this part shall include the notice specified in § 60-4.2 of this part and the specifications in § 60-4.3 of this part in lieu of the Hometown and Imposed Plans including the Philadelphia Plan and Special Bid Conditions. Until the Director has issued an order pursuant to § 60-4.6 of this part establishing goals and timetables for minorities in the appropriate geographical areas or for a project covered by Special Bid Conditions, the goals and timetables for minorities to be inserted in the Notice required by 41 CFR 60-4.2 shall be the goals and timetables contained in the Hometown Plan, Imposed Plan or Special Bid Conditions presently covering the respective geographical area or project involved.
(b) Signatories to a Hometown Plan (including heavy highway affirmative action plans) shall have 45 days from the effective date of the regulations in this part to submit under such a Plan (for the director's approval) goals and timetables for women and to include female representation on the Hometown Plan Administrative Committee. Such goals for female representation shall be at least as high as the goals established for female representation in the notice issued pursuant to 41 CFR 60-4.6. Failure of the signatories, within the 45-day period, to include female representation and to submit goals for women or a new plan, as appropriate, shall result in an automatic termination of the Office of Federal Contract Compliance Program's approval of the Hometown Plan. At any time the Office of Federal Contract Compliance Programs terminates or withdraws its approval of a Hometown Plan, or when the plan expires and another plan is not approved, the CONTRACTORs signatory to the plan shall be covered automatically by the specifications set forth in §60-4.3 of this part and by the goals and timetables established for that geographical area pursuant to §60-4.6 of this part.

60-4.5 Hometown Plans

(a) A CONTRACTOR participating, either individually or through an association, in an approved Hometown Plan (including heavy highway affirmative action plans) shall comply with its affirmative action obligations under Executive Order 11246 by complying with its obligations under the plan: Provided, That each CONTRACTOR or participating in an approved plan is individually required to comply with the equal opportunity clause set forth in 41 CFR 60-1.4; to make a good faith effort to achieve the goals for each trade participating in the plan in which it has employees; and that the overall good performance by other CONTRACTORs or subcontractors toward a goal in an approved plan does not excuse any covered CONTRACTOR's or's failure to take good faith efforts to achieve the plan's goals and timetables. If a CONTRACTOR is not participating in an approved Hometown Plan it shall comply with the specifications set forth in §60-4.3 of this part and with the goals and timetables for the appropriate area as listed in the notice required by 41 CFR 60-4.2 with regard to that trade. For the purposes of this part 60-4, a CONTRACTOR is not participating in a Hometown Plan for a particular trade if it:

(1) Ceases to be signatory to a Hometown Plan covering that trade;

(2) Is signatory to a Hometown Plan for that trade but is not party to a collective bargaining agreement for that trade;

(3) Is signatory to a Hometown Plan for that trade but is party to a collective bargaining agreement with labor organizations, which are not or cease to be signatories to the same Hometown Plan for that trade;

(4) Is signatory to a Hometown Plan for that trade but is party to a collective bargaining agreement with a labor organization for that trade but the two have not jointly executed a specific commitment to minority and female goals and timetables and incorporated the commitment in the Hometown Plan for that trade;

(5) Is participating in a Hometown Plan for that trade which is no longer acceptable to the Office of Federal Contract Compliance Programs;

(6) Is signatory to a Hometown Plan for that trade but is party to a collective bargaining agreement with a labor organization for that trade and the labor organization and the CONTRACTOR have failed to make a good faith effort to comply with their obligations under the Hometown Plan for that trade.
(b) CONTRACTORs participating in Hometown Plans must be able to demonstrate their participation and document their compliance with the provision of the Hometown Plan.


60-4.6 Goals and Timetables.

The Director, from time to time, shall issue goals and timetables for minority and female utilization, which shall be based on appropriate workforce, demographic, or other relevant data and which shall cover construction projects or construction contracts performed in specific geographical areas. The goals, which shall be applicable to each construction trade in a covered CONTRACTOR's or 's entire workforce which is working in the area covered by the goals and timetables, shall be published as notices in the Federal Register, and shall be inserted by the contracting officers and applicants, as applicable, in the Notice required by 41 CFR 60-4.2. Covered construction CONTRACTORs performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed.

[45 FR 65978, OCT. 3, 1980]

60-4.7 Effect on Other Regulations. The regulations in this part are in addition to the regulations contained in this chapter, which apply to construction CONTRACTORs and s generally. See particularly, 41 CFR 60-1.4 (a), (b), (c), (d), and (e); 60-1.5; 60-1.7; 60-1.8; 60-1.26; 60-1.29; 60-1.30; 60-1.32; 60-1.41; 60-1.42; 60-1.43; and 41 CFR Part 60-3; Part 60-20; Part 60-30; Part 60-40; and Part 60-50.

60-4.8 Show Cause Notice.

If an investigation or compliance review reveals that a construction CONTRACTOR or has violated the Executive order, any contract clause, specifications or the regulations in this chapter and if administrative enforcement is contemplated, the Director shall issue to the CONTRACTOR or a notice to show cause which shall contain the items specified in paragraphs (i) through (iv) of 41 CFR 60-2.2(c) (1). If the CONTRACTOR does not show good cause within 30 days, or in the alternative, fails to enter an acceptable conciliation agreement which includes where appropriate, make up goals and timetables, back pay, and seniority relief for affected class members, the OFCCP shall follow the procedure in 41 CFR 60-1.26(b): Provided, That where a conciliation agreement has been violated, no show cause notice is required prior to the initiation of enforcement proceedings.


60-4.9 Incorporation by Operation of the Order.

By operation of the order, the equal opportunity clause contained in § 60-1.4, the Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246) contained in § 60-4.2, and the Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246) contained in § 60-4.3 shall be deemed to be a part of every solicitation or of every contract and subcontract, as appropriate, required by the order and the regulations in this chapter to include such clauses whether or not they are physically incorporated in such solicitation or contract and whether or not the contract is written.
The Davis-Bacon Act


(a) The sub recipient shall insert in full in any contract in excess of $2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1, the following clauses:

"(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.


(ii)(A) The sub recipient, on behalf of USEPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The USEPA award official shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the sub recipient agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the sub recipient to IEPA. IEPA will transmit the report, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify or disapprove every additional classification action within 30 days of receipt and so advise IEPA or notify IEPA within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the sub recipient do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the questions, including the views of all interested parties and the recommendation of the award official, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding, the sub recipient shall upon written request of the USEPA Award Official or an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor,
sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the sub recipient, that is, the entity that receives the sub-grant or loan from IEPA. Such documentation shall be available on request of IEPA or USEPA. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee’s social security number). Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the sub recipient for transmission to IEPA or USEPA, if requested, for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sub recipient.

(B) Each payroll submitted shall be accompanied by a “Statement of Compliance,” signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(i) of Regulations, 29 CFR Part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR Part 5, and that such information is correct and complete.
(2) That each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of optional Form WH-347, available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site, shall satisfy the requirement for submission of the “Statement of Compliance” required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of IEPA, USEPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or IEPA may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees –

(i) Apprentices. Apprentices will be permitted to work at less than predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman’s hourly rate) specified in the contractor’s or subcontractor’s registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice’s level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination.
Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the USEPA determines may be appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and sub recipients, IEPA, USEPA, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).


4. Contract Provision for Contracts in Excess of $100,000

(a) Contract Work Hours and Safety Standards Act. The sub recipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3 (above) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

"(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefore shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clauses set forth in paragraph (b)(1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The sub recipient, upon written request of the USEPA Award Official or an authorized representative of the Department of Labor, shall withhold or
cause to be withheld, form any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section."

(b) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the Sub recipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Sub recipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the IBPA, USEPA and the Department of Labor, and that the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

5. Compliance Verification

(a) The sub-recipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The sub-recipient must use Standard Form 1445 or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from USEPA on request.

(b) The sub recipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, the sub recipient must conduct interviews with a representative group of covered employees within two weeks of each contractor or subcontractor's submission of its initial weekly payroll data and two weeks prior to the estimated completion date for the contract or subcontract. Sub recipients must conduct more frequent interviews if the initial interviews or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. Sub recipients shall immediately conduct necessary interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.

(c) The sub recipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors and subcontractors are paying the appropriate wage rates. The sub recipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, the sub recipient must spot check payroll data within two weeks of each contractor or
subcontractor’s submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Sub recipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the sub recipient shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

(d) The sub recipient shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S. Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

(e) Sub recipients must immediately report potential violations of the DB prevailing wage requirements to the USEPA DB contact listed above and to the appropriated DOL Wage and Hour District Office listed at http://www.dol.gov/esa/contacts/whd/america2.htm". 

Village of Wilmette  
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U.S. ENVIRONMENTAL PROTECTION AGENCY

CERTIFICATION OF NONSEGREGATED FACILITIES

(Applicable to federally assisted construction contracts and related subcontracts exceeding $10,000 that are not exempt from the Equal Opportunity clause.)

The federally assisted construction CONTRACTOR certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction CONTRACTOR certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction CONTRACTOR agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom or otherwise. The federally assisted construction CONTRACTOR agrees that (except where he has obtained identical certifications from proposed $ for specific time periods) he will obtain identical certifications from proposed $ prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause and that he will retain such certification in his files.

[Signature]
15 March 2018

Date

David J. Rock, President
Name and Title of Signer (Please type)

JHC Construction Companies, L.L.C.
Firm Name

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1901.
NOTICE TO LABOR UNIONS OR OTHER ORGANIZATIONS OF WORKERS

NONDISCRIMINATION IN EMPLOYMENT

To: Via Mid-America Bargaining Association (MARBA): Operating Engineers, Carpenters, Laborers, Cement Masons

(Name of union or organization of workers)

The undersigned currently holds contract(s) with Village of Wilmette

(Name of applicant)

involving funds or credit of the U.S. Government or (a) subcontract(s) with a prime CONTRACTOR holding such contract(s).

You are advised that under the provisions of the above contract(s) or subcontract(s) and in accordance with Executive Order 11246, as amended, dated September 24, 1965, as amended, the undersigned is obliged not to discriminate against any employee or applicant for employment because of race, color, creed or national origin. This obligation not to discriminate in employment includes, but is not limited to, the following:

HIRING, PLACEMENT, UPGRADING, TRANSFER OR DEMOTION, RECRUITMENT, ADVERTISING, OR SOLICITATION FOR EMPLOYMENT, TRAINING DURING EMPLOYMENT, RATES OF PAY OR OTHER FORMS OF COMPENSATION, SELECTION FOR TRAINING INCLUDING APPRENTICESHIP, LAYOFF OR TERMINATION.

This notice is furnished you pursuant to the provisions of the above contract(s) or subcontract(s) and Executive Order 11246, as amended.

Copies of this notice will be posted by the undersigned in conspicuous places available to employees or applicants for employment.

[Signature]

David J. Rock

President

IRC Construction Company, LLC

(Contractor or Subcontractor)

15 March 2018

(Date)
Certification Regarding Debarment, Suspension and Other Responsibility Matters

THE PROSPECTIVE PARTICIPANT TO THE BEST OF ITS KNOWLEDGE AND BELIEF THAT IT AND ITS PRINCIPLES:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement; theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three year period preceding this proposal been suspended for one or more public transactions (Federal, State or local) terminated for cause or default.

I UNDERSTAND THAT A FALSE STATEMENT ON THIS CERTIFICATION MAY BE GROUNDS FOR REJECTION OF THIS PROPOSAL OR TERMINATION OF THE AWARD. IN ADDITION, UNDER 18 USC SEC. 1001, A FALSE STATEMENT MAY RESULT IN FINE OF UP TO $10,000 OR IMPRISONMENT FOR UP TO 5 YEARS, OR BOTH.

David J. Rock, President
(Typed name & title of Authorized Representative)

15 March 2013
(Date)

IHC Construction Companies, LLC
(Signature of Authorized Representative)

☐ I am unable to certify the above statements. My explanation is attached.

EPA FORM 5700-49 (11-88)
Instructions

Under Executive Order 12549 an individual or organization debarred or excluded from participation in Federal assistance or benefit programs may not receive any assistance award under a Federal program, or a sub-agreement there under, for $25,000 or more.

Accordingly, each prospective recipient of an EPA grant, loan, or cooperative agreement and any contract or sub-agreement participant there under must complete the attached certification or provide an explanation why they cannot. For further details, see 40 CFR 32.510, Participants' responsibilities, in the attached regulation.

Where to Submit
The prospective EPA grant, loan, or cooperative agreement recipient must return the signed certification or explanation with its application to the appropriate EPA Headquarters or Regional office, as required in the application instructions.

A prospective prime CONTRACTOR must submit a completed certification or explanation to the individual or organization awarding the contract.

Each prospective must submit a completed certification or explanation to the prime CONTRACTOR for the project.

How to Obtain Forms:
EPA includes the certification form, instructions, and a copy of its implementing regulation (40 CFR Part 32) in each application kit. Applicants may reproduce these materials as needed and provide them to their prospective prime CONTRACTOR, who, in turn, may reproduce and provide them to prospective s.

Additional copies/assistance may be requested from:

Compliance Branch
Grants Administration Division (PM-216B)
U.S. Environmental Protection Agency
401 M Street, SW
Washington DC 20460
(Telephone: 202-475-8025)

EPA Form 5700-19 (11-88)
Section 365.620(c) Negotiations of Contract Amendments (Change Orders)

2) Changes in contract price at time

The contract price or time may be changed by a change order. When negotiations are required, they shall be conducted in accordance with subsection (c) of this Section.

3) For each change order the Contractor shall submit to the loan recipient for review sufficient cost and pricing data to enable the loan recipient the necessity and reasonableness of costs and amounts proposed, and the ability and eligibility of costs proposed.

Section 369.620(d) Required Construction Contract Provisions

Each construction contract shall include the following provisions:

1) Audit access to records

A) The Contractor shall maintain books, records, documents and other evidence directly pertinent to performance on loan work under this agreement consistent with generally accepted accounting standards in accordance with the American Institute of Certified Public Accountants Professional Standards. The Contractor shall also maintain the financial information and data used by the Contractor in the preparation or support of any cost submissions required under subsection (c) above, (Negotiation of Contract Amendments, Change Orders) and a copy of the cost summary submitted to the owner. The Auditor General, the owner, the Agency, or any of their duly authorized representatives shall have access to the books, records documents, and other evidence for purposes of inspection, audit and copying. The Contractor will provide facilities for such access and inspection.

B) If this contract is a formally advertised, competitively awarded, fixed price contract, the Contractor agrees to include access to records as specified in subsection (d)(1)(A) above. This requirement is applicable to all negotiated change orders and contract amendments in excess of $25,000, which affect the contract price. In the case of all other prime contracts, the Contractor also agrees to include access to records as specified above in all his contracts and all tier subcontracts or change orders in excess of $25,000 that are directly related to project performance.

C) Audits shall be consistent in accordance with auditing standards generally accepted in the United States of America.

D) The Contractor agrees to the disclosure of all information and reports resulting from access to records pursuant to subsection (d) (1) (A) above. Where the audit concerns the Contractor, the auditing agency will afford the Contractor an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report will include the written comments, if any, of the audited parties.
E) Records under subsection (d) (1) (A) above shall be maintained and made available during performance of the work under this loan agreement and until three years from the date of final loan audit. In addition, those records that relate to any dispute or litigation or the settlement of claims arising out of such performance, costs, or items to which an audit exception has been taken, shall be maintained and made available for three years after resolution of the dispute, appeal, litigation, claim or exception.

F) The right of access will generally be exercised with respect to financial records under:

i) Negotiated prime contracts;

ii) Negotiated change orders or contract amendments in excess of $25,000 affecting the price of any formally advertised, competitively awarded, fixed price contract; and

iii) Subcontracts or purchase orders under any contract other than a formally advertised, competitively awarded, fixed price contract.

G) This right of access will generally not be exercised with respect to a prime contract, subcontract, or purchase order awarded after effective price competition. In any event, the right of access shall be exercised under any type of contract or subcontract:

i) With respect to records pertaining directly to contract performance, excluding any financial records of the Contractor; and

ii) If there is any indication that fraud, gross abuse, or corrupt practices may be involved in the award or performance of the contract or subcontract.

2) Covenant against contingent fees.

The Contractor shall warrant that no person or selling agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, the owner shall have the right to annul the contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

3) Wage provisions.

The Contractor shall pay prevailing wages in accordance with the Davis-Bacon Act (40 USC 276a through 276a-5) as defined by the U.S. Department of Labor. More information and guidance on the Davis-Bacon Wage Rate requirements is available on the IEPA web site at:
http://www.epa.state.il.us/water/forms.html#financial-assistance.

4) Disadvantaged business enterprise requirements.

The contractor shall provide evidence, including, but not limited to, a copy of the advertisement or advertisements and the record of negotiation, that the contractor has take affirmative steps in accordance with 40 CFR, Part 33 to assure that disadvantaged business enterprise are used when possible as sources of supplies, equipment, construction and services consistent with the provisions of the Agency’s Operating Agreement with USEPA.
5) Debarred and suspended provisions.

The contract shall require the successful bidder to submit a “Certificate Regarding Debarment, Suspension and other Responsibility Matters” (EPA Form 5700-49) showing compliance with Federal Executive Order 12549 (Appendix A, Exhibit C).

6) Non-segregated facilities provisions

The successful bidder shall be required to submit a certification of non-segregated facilities as prescribed by 18 USC 1001.

Section 365.620(c) Subcontracts under Construction Contracts

The award or execution of all subcontracts by a prime Contractor and the procurement and negotiation procedures used by such prime Contractor in awarding or executing such subcontracts shall comply with:

1) All provisions of federal, State and local law;
2) All provisions of this Part 365 with respect to fraud and other unlawful or corrupt practices;
3) All provisions of this Part 365 with respect to access to facilities, records and audit of records; and
4) The provisions of subsection (d)(5) that require a “Certificate Regarding Debarment, Suspension, and Other Responsibility Matters (EPA Form 5700-49) showing compliance with federal Executive Order 12549 (Appendix A, Exhibit C).

Section 365.620(f) CONTRACTOR Bankruptcy

In the event of a CONTRACTOR bankruptcy, the loan recipient shall notify the Agency and shall keep the Agency advised of any negotiations with the bonding company, including any proposed settlement. The Agency may participate in those negotiations and will advise the loan recipient of the impact of any proposed settlement to the loan agreement. The loan recipient shall be responsible for assuring that every appropriate procedure and incidental legal requirement is observed in advertising for bids and re-awarding a construction contract.

Section 365.640(c) Remedies

All claims, counter-claims, disputes and other matters in question between the loan applicant and the Contractor arising out of, or relating to a sub-agreement or the breach shall be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State.

Section 365.810(b) Access

Any contract entered into by the loan recipient for construction work, and any sub-agreement, shall provide the Agency representatives with access to the work. The Contractor or subcontractor shall provide facilities for such access and inspection. The contract or sub-agreement shall provide facilities for such access and inspection. The contract or subagreements shall also provide that the Agency or any
authorized representative shall have access to any books, documents, papers and records that are pertinent to the project for the purpose of making audit examination, excerpts and transcriptions.
Bidder Certification
In Compliance with Article 33E to the "Criminal Code of 1961"

I, David J. Rock, do hereby certify that:

1. I am President of the IHC Construction Companies, LLC.

2. This firm is not barred from bidding on this contract as a result of a violation of either Section 33E-3, Bid-rigging, or Section 33E-4, Bid-rotating, as set forth in Article 33E to the "Criminal Code of 1961."

Name of Firm: IHC Construction Companies, LLC.
Signature: [Signature]
Title: President
Date: 15 March 2018

On this 15th day of March 2018, before me appeared (Name) to me personally known, who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (Name of Firm) IHC Construction Companies, LLC., to execute the affidavit and did so as his or her free act and deed.

Notary Public: Cynthia Urbauer
Commission Expires: 10/31/21

Notary Seal:

[Seal]

Village of Wilmette

Page 111
Specification for Disadvantaged Business Enterprise Participation
(Name of Loan Recipient) Village of Wilmette

I. Disadvantaged Business Enterprise Policy

A. It is the policy of the State of Illinois to award a fair share of sub-agreements to disadvantaged businesses. In complying with this requirement, Contractors are required to take affirmative steps to assure that disadvantaged businesses are used when possible as sources of supplies, equipment, construction, and services as explained herein.

B. These specifications define the terms, conditions, and requirements of the State Revolving Fund Loan Program, and the (Name of Loan Recipient) Village of Wilmette policy and procedures for complying with these requirements.

C. As required by the award conditions of USEPA's Assistance Agreement with IEPA, the fair share percentages are 5% for MBEs and 12% for WBEs.

II. Pre-Contract Award Obligations

A. Bidders are required to advertise subcontracting opportunities and to negotiate with disadvantaged businesses prior to opening. Failure to document such affirmative efforts shall be deemed, relative to disadvantaged business compliance non-responsive.

B. To establish a bid as responsible, the bidder will be required to document the proposed utilization of disadvantaged businesses with letters of intent signed by the bidder and by the small, disadvantaged business listed in the bid. The documentation requirements are outlined in Section III.

C. (Name of Loan Recipient) disadvantaged business policy clearly intends for bidders to contact and encourage the participation of disadvantaged businesses prior to bid opening. Affirmative efforts (the written record of conscientious and honest communications between the bidder and disadvantaged business) must be initiated and completed by the bidder prior to the day of the bid opening. All bidders must document compliance with the requirements of the disadvantaged business policy.

III. Evaluation of Disadvantaged Business Utilization and Affirmative Efforts

A. As a prerequisite to demonstrate compliance with the (Name of Loan Recipient) disadvantaged business policy, ALL bidders shall provide the following with its bid:

1. Completed and signed notarized certification from the bidder(s), attesting that the bidder will award no sub-agreements, including the procurement of equipment, materials, supplies and services, in the performance of this contract.

OR

2. "Certification of publication," or adequate evidence of proof of publication, including an actual copy of the newspaper advertisement from the "key" newspaper utilized by each bidder based upon the project's locality (reference attached map of Illinois identifying the "key" newspaper to be utilized by each region).
The advertisement (reference attached "suggested" advertisement) must run one day at least (16) days prior to the day of the bid opening.

3. List of all disadvantaged business enterprise (DBE's) and non-DBE that submitted proposals to the bidder along with the date of the proposal.

4. List of disadvantaged businesses not being utilized and justification for nonutilization.

5. Certification from the Bidder that Form 6100-2 (DBE Subcontractor Participation Form) has been provided to DBE subcontractors being utilized.

6. Completed and signed copies of Forms 6100-3 (DBE Subcontractor Performance Form) and 6100-4 (DBE Subcontractor Utilization Form).

7. Completed and signed certification from the bidder(s) utilizing disadvantaged businesses, attesting that the bidder has no controlling or dominating interest or conflict of interest with the disadvantaged business that is proposed to be utilized (reference attached certification for the information necessary).

8. In instances where the bidder(s) does not receive any inquiries or proposals from qualified disadvantaged businesses prior to bid opening, the bidder(s) must provide a written certification attesting that no responses or proposals were received (reference-attached certification for information necessary).

NOTE: Data Sheet #1 may be used for this purpose.

Failure to submit the documentation pursuant to the requirements of A (1-8) above may cause Rejection of the bid as non-responsive.

B. The low, responsive bidder will be deemed responsible with respect to the disadvantaged business requirements if:

1. The low, responsive bidder submits Form 6100-3 (DBE: Subcontractor Performance Form) and Form 6100-4 (DBE: Subcontractor Utilization Form).

Failure to submit the documentation pursuant to the requirements of B (1) above may cause rejection of the bid as non-responsive.

Where the bidder is considered non-responsible under this subsection, the owner will advise the bidder, in writing, of the basis for the non-responsibility determination.

IV. Sanctions

A. The (Name of Loan Recipient) may reject one or all bids where the information submitted by the bidder(s) fails to objectively demonstrate compliance with the disadvantaged business requirements (i.e., failure to place the pre-bid advertisement by the bidder(s) at least (16) days prior to the day of the bid opening shall not be considered as objectively demonstrating compliance with the disadvantaged business requirements).

B. Upon finding that any Party has not complied with the requirements of these specifications, including misrepresenting a firm as a disadvantaged business, any one or a combination of the following actions may be taken.

Village of Wilmette
1. Declare the bidder, and/or subcontractor non-responsible and therefore ineligible for contract award.

2. Disallow all contract costs associated with non-compliance.

3. Refer any matter, which may be fraudulent to the Illinois Attorney General.

4. Refer any matter, which may lead to criminal prosecution of a claim for funds to the Illinois Attorney General.

V. Post-Contract Award Compliance

A. As required by the award conditions of USEPA's Assistance Agreement with IEPA, all sub-agreements of the prime CONTRACTOR must identify that the fair share percentages are 5% for MBEs and 12% for WBEs.

B. After award of the prime copies of all disadvantaged business related sub-agreements between the prime Contractor and subcontractors shall be submitted to the owner.

C. Subsequent to Bid Submission, any changes in previously reported disadvantaged businesses utilization shall be handled in accordance with Part 33.302(b-h). If the Contractor fails to initiate such actions, the owner may withhold payments and/or institute other appropriate sanctions.

VI. Required Statement To Be Included In All A/E Agreements

All applicable A/E agreements must include the following statements:

The ENGINEER agrees to take affirmative steps to assure that disadvantaged business enterprises are utilized when possible as sources of supplies, equipment, construction and services in accordance with the Clean Water Loan Program rules. As required by the award conditions of USEPA's Assistance Agreement with IEPA, the ENGINEER acknowledges that the fair share percentages are 5% for MBEs and 12% for WBEs.

VII. All Prime Contracts (Including A & E Agreements) must include the following:

The contractor (engineer) shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under IEPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.
Suggested Disadvantaged Business Advertisement for Construction CONTRACTORS

Notice to Disadvantaged Businesses

(Name of Company) (Address of Company) (Telephone)

Seeking disadvantaged businesses for the (Name of Loan Recipient)

Project for subcontracting opportunities in the following areas:

All disadvantaged businesses should contact, IN WRITING, (certified letter, return receipt requested), (Company Contact Person) to discuss the subcontracting opportunities. All negotiations must be completed prior to bid opening (Date of Bid Opening).

*The advertisement must clearly state the method of evaluating the proposals or quotations, and the relative importance attached to each criterion. Bidders must uniformly and objectively evaluate the proposals submitted by disadvantaged business in response to the advertisement based upon the evaluation criteria stated in the advertisement. The evaluation criteria must not be restrictive or exclusionary.
Data Sheet #1 Disadvantaged Business Participation Documentation

1) Completed, signed certification from bidder(s), attesting that the bidder will award no sub-agreements, including the procurement of equipment, materials, supplies and services in the performance of this contract.

OR

2) Certificate of publication, or adequate evidence of proof of publication, including an actual copy of the newspaper advertisement from the "key" newspaper utilized by each bidder based upon the projects locality.

Dates of bidder advertisement: 22 February 2018

Date of bid opening: 15 March 2018

3) List of all disadvantaged business enterprises (DBE) and non-DBE that submitted proposals to the bidder. Specify as DBE*, along with the type of DBE, or non-DBE* with the following information:

Name of Company:
Name of Owners:
Address of Company:
E-mail Address of Company:
Telephone Number:

Business Type of DBE:

(Furnish data for additional subcontractors on plain bond paper).

4) List of disadvantaged businesses that submitted proposals to the bidder but will not be utilized. Justification for non-utilization must be provided.

(If necessary, furnish data on plain bond paper.)

5) Certification from the Bidder that Form 6100-2 (DBE Subcontractor participation Form) has been provided to DBE subcontractors being utilized.

6) Completed and signed copies of Form 6100-3 (DBE Subcontractor Performance Form) and Form 6100-4 (DBE Subcontractor Utilization Form).

7) Completed and signed certification from bidder(s) attesting that the bidder has no dominating or conflict of interest with the disadvantaged business to be utilized.

8) In instances where the bidder(s) does not receive any proposals from disadvantaged businesses prior to bid opening, the bidder(s) must provide a written certification attesting that no responses or proposals were received.
Chicago Tribune

Sold To:
IHC Construction Companies, L.L.C. - CU00032077
1500 Executive Drive
Elgin, IL 60123-9311

Bill To:
IHC Construction Companies, L.L.C. - CU00032077
1500 Executive Drive
Elgin, IL 60123-9311

Classified Advertising: B476505
Purchase Order:

Certificate of Publication:
Chicago Tribune Company hereby certifies that it is the publisher of the Chicago Tribune; that the Chicago Tribune is an English language newspaper of general circulation, published daily in the City of Chicago, County of Cook and State of Illinois; that the Chicago Tribune has been so published continuously for more than one year prior to the date of first publication mentioned below and is further a newspaper as defined in Ill. Rev. Stat. Ch. 100, SS 5 & 10, that the undersigned is the duly authorized agent of the Chicago Tribune Company to execute this certificate on its behalf, and that a notice of which the annexed is a true copy was printed and published in said newspaper.

On the following day, to-wit: Feb 22, 2016.

Exercised at Chicago, Illinois on this
22nd Day of February, 2016, by

Chicago Tribune Company

[Signature]

[Stamp]
## Showing Bids For Wilmette Water Plant Electrical Improvements Due On Thu Mar 15, 2018 at 10:00 am CDT

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Company Address</th>
<th>Recipient List</th>
<th>Cost Code</th>
<th>Vendor Qualifications</th>
<th>Intent To Bid</th>
<th>Submission Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>ASA Systems, Inc.</td>
<td>23159 North Pepper Road, Lake Inverness, IL 60049</td>
<td>Estimating Dept.</td>
<td>15-15200 - PIPE PROTECTION</td>
<td></td>
<td>Will Bid</td>
<td>Submitted</td>
</tr>
<tr>
<td>Action Fence Contractors Inc.</td>
<td>943 Tower Rd., Waukegan, IL 60085</td>
<td>Donald Zeigler</td>
<td>03-02860 - FENCES &amp; GATES</td>
<td></td>
<td>Will Bid</td>
<td>Submitted</td>
</tr>
<tr>
<td>All-Craft Cabinets &amp; Counterops Inc.</td>
<td>4100 S. Lakefront Street, St. Charles, IL 60174</td>
<td>Estimating Dept.</td>
<td>04-06600 - CARRIERS &amp; CASING/CORK</td>
<td></td>
<td>Will Bid</td>
<td>Submitted</td>
</tr>
<tr>
<td>Alliance Concrete Saw Cutting</td>
<td>370 Rock NE, Unit H, East Dundee, IL 60118</td>
<td>BILL Henke</td>
<td>02-31200 - DEMOLITION</td>
<td></td>
<td>Will Bid</td>
<td>Submitted</td>
</tr>
<tr>
<td>American Steel Fabricators, Inc.</td>
<td>1460 Avon Dr., Palatine, IL 60067</td>
<td>John Pascale</td>
<td>05-05500 - STRUCTURAL STEEL SUPPLY, 05-021200 - IBC20 STRUCTURAL STEEL</td>
<td></td>
<td>Will Bid</td>
<td>Submitted</td>
</tr>
<tr>
<td>Anthony Roofing, Ltd.</td>
<td>2350 West Oak Circle, MARENGO, IL 60038</td>
<td>BILL Wible, Steve Higgins</td>
<td>10-05700 - ROOFING</td>
<td></td>
<td>Will Big</td>
<td>Submitted</td>
</tr>
<tr>
<td>Barrett Better Roof</td>
<td>301 High Rd., Joliet, IL 60435</td>
<td>James Bennett, Victor Anderson</td>
<td>18-15200 - 1/2NIPS &amp; EVENTS</td>
<td></td>
<td>Will Bid</td>
<td>Submitted</td>
</tr>
<tr>
<td>Baumgartner Construction Inc.</td>
<td>30 W. 5th, South Aurora Road, Aurora, IL 60506</td>
<td>Estimating Dept.</td>
<td>02-07900 - FOUNDWORK &amp; STRUCTURAL EXCAVATION, 02-03500 - SITE UTILITIES</td>
<td></td>
<td>Will Big</td>
<td>Submitted</td>
</tr>
<tr>
<td>Champion and Sons</td>
<td>39327 N. Magnolia Dr., Volo, IL 60069</td>
<td>Bob Higgins, Estimating Dept.</td>
<td>10-21200 - FOUNDWORK &amp; STRUCTURAL EXCAVATION, 02-02500 - SITE UTILITIES</td>
<td></td>
<td>Will Bid</td>
<td>Submitted</td>
</tr>
<tr>
<td>Comtech Services, Inc.</td>
<td>1155 Las Dr., Unit 6b, Rolling Meadows, IL 60008</td>
<td>Joe Compean</td>
<td>02-01500 - FENCING MATERIALS</td>
<td></td>
<td>Will Bid</td>
<td>Submitted</td>
</tr>
<tr>
<td>Davis Architectural Signage</td>
<td>260 E. Brunsfield St., PO Box 13200, Mid Wayne, IL 60148</td>
<td>Jason Burger</td>
<td>20-01950 - SIGNS, 10-1000 - IDENTIFICATION DEVICES</td>
<td></td>
<td>Will Big</td>
<td>Submitted</td>
</tr>
<tr>
<td>Dayton Contractors Inc.</td>
<td>5036 S. 10th St., St. Louis, MO 63117</td>
<td>Robert Pieloch</td>
<td>04-02300 - FOUNDWORK &amp; STRUCTURAL EXCAVATION, 02-02500 - TRUCKING SERVICES</td>
<td></td>
<td>Will Bid</td>
<td>Submitted</td>
</tr>
<tr>
<td>DJ Martin Plumbing Co.</td>
<td>612 Ridge Road, Wilmette, IL 60091</td>
<td>Pat Kofman</td>
<td>15-15400 - PLUMBING</td>
<td></td>
<td>Will Big</td>
<td>Submitted</td>
</tr>
<tr>
<td>Four Seasons Air Systems Inc.</td>
<td>1574 Highland Avenue, Glenview, IL 60026</td>
<td></td>
<td></td>
<td></td>
<td>Will Big</td>
<td>Submitted</td>
</tr>
<tr>
<td>Four Seasons Air Systems Inc.</td>
<td>1574 Highland Avenue, Glenview, IL 60026</td>
<td></td>
<td></td>
<td></td>
<td>Will Big</td>
<td>Submitted</td>
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<tr>
<td>Givens Electric</td>
<td>2100 W. Howard Road, Robbins, IL 60445</td>
<td>Estimating Dept.</td>
<td>04-06800 - ALUM SHEETMETAL &amp; WINDOWS, 08-08000 - GLASS &amp; GLAZING</td>
<td></td>
<td>Will Big</td>
<td>Submitted</td>
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<tr>
<td>Givens Electric</td>
<td>2100 W. Howard Road, Robbins, IL 60445</td>
<td>JILL Nolle, Brad Nagy</td>
<td>14-15900 - ELECTRICAL</td>
<td></td>
<td>Will Bid</td>
<td>Submitted</td>
</tr>
<tr>
<td>Givens Electric</td>
<td>2100 W. Howard Road, Robbins, IL 60445</td>
<td>BILL Nolle, Brad Nagy</td>
<td>14-15900 - ELECTRICAL</td>
<td></td>
<td>Will Bid</td>
<td>Submitted</td>
</tr>
<tr>
<td>Givens Electric</td>
<td>2100 W. Howard Road, Robbins, IL 60445</td>
<td>BILL Nolle, Brad Nagy</td>
<td>14-15900 - ELECTRICAL</td>
<td></td>
<td>Will Bid</td>
<td>Submitted</td>
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<tr>
<td>Gary Plumbing Service Inc.</td>
<td>2400 S. Archer Ave., Lockport, IL 60441</td>
<td>Bill Radke, Peabody Plumbing, Val Wunderlich</td>
<td>02-02250 - PLUMBING &amp; PLUMBING SUPPLIES, 02-02300 - TRUCKING SERVICES, 02-02500 - LANDSCAPING</td>
<td></td>
<td>Will Bid</td>
<td>Submitted</td>
</tr>
<tr>
<td>Company Name</td>
<td>Company Address</td>
<td>Company Contract Information</td>
<td>Recipient Last</td>
<td>Cred Code</td>
<td>Vendor Qualifications</td>
<td>Anticipated</td>
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</tr>
</tbody>
</table>
| DynaBrew Inc | 5101 E Richmond Rd, 
Roosevelt, IL 60572 | (815) 774-3087 | Cody Dimmell | C0-C0350 - TRU/ENG SERVICES | | Will bid | Submitted |
| Truck King/Healing Contractors, Inc. | 2425 Pius Ave Blvd, Elk Grove 
Village, IL 60007 | (847) 766-2550 | David Salazar | C0-00786-9G047-PM0CNS | | Will bid | Submitted |
| Twin Goal Landscaping, Inc. | 4600 W 44th St, Chicago, IL 60632 | (773) 847-4506 | Todd Schilling, Vice President | C0-00350 - TRU/CONTRACTORS | Disadvantaged Business (DBE), Minority Business Enterprise (MBE), Small Business (SBE) | Will bid | Submitted |
| Vibra-Tech | 1263 Hamilton Parkway, 
Rochelle, IL 61063 | (630) 429-0882 | Mila Giunco | C0-01500 - Testing & Inspection | | Will bid | Submitted |
| Western Solutions | 224 Holman Ave, Suite 3B, 
Glen Burnie, CT 06033 | (308) 455-4743 | Michael SMI | C0-03700 - ROOFING | | Will bid | Submitted |
**Showing Bids For Wilmette Water Plant Electrical Improvements**
Due On Thu Mar 15, 2018 at 10:00 am CDT

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Company Address</th>
<th>Company Contact Information</th>
<th>Vendor Qualifications</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>American Steel Fabricators, Inc.</td>
<td>1600 Anson Dr., Matteson, IL, 60440</td>
<td>(708) 455-4500</td>
<td>Disadvantaged Business (DBE)</td>
<td></td>
</tr>
<tr>
<td>Compassial and Son</td>
<td>3007 N. Morganica Blvd., Matteson, IL, 60440</td>
<td>(447) 364-3600</td>
<td>Disqualified Business (DBE)</td>
<td></td>
</tr>
<tr>
<td>Deutch Constr Inc.</td>
<td>3501 36th Street, Zion, IL, 60099</td>
<td>(571) 347-3240</td>
<td>Disqualified Business (DBE), Woman's Business (WBE)</td>
<td></td>
</tr>
<tr>
<td>Gibson Electric</td>
<td>3160 Woodstream Dr., Darien Grove, IL, 60561</td>
<td>(708) 318-1000</td>
<td>Disqualified Business (DBE)</td>
<td></td>
</tr>
<tr>
<td>II In One Contractors, Inc.</td>
<td>4244 West 135th St., Chicago, IL, 60632</td>
<td>(773) 847-3300</td>
<td>Disadvantaged Business (DBE)</td>
<td></td>
</tr>
<tr>
<td>J.R.收缩 Inc.</td>
<td>3315 N. Roberts Rd., Unit 135, Darien Grove, IL, 60561</td>
<td>(630) 884-3250</td>
<td>Minority Business Enterprise (MBE)</td>
<td></td>
</tr>
<tr>
<td>Harney Static Contractors, Inc.</td>
<td>4520 S. Sahara Rd., Suite 100, Redwood, IL, 60015</td>
<td>(708) 685-9000</td>
<td>Certified Business Enterprise (CBE), Disqualified Business (DBE), Minority Business Enterprise (MBE), Small Business (SBE)</td>
<td></td>
</tr>
<tr>
<td>Truck King Hauling Contractors, Inc.</td>
<td>4920 W. 40th St., Chicago, IL, 60622</td>
<td>(773) 847-4900</td>
<td>Disadvantaged Business (DBE), Minority Business Enterprise (MBE), Small Business (SBE)</td>
<td></td>
</tr>
</tbody>
</table>

*REASON CODE:

1 = Not Competitive
2 = Incomplete Scope
3 = Not Qualified
4 = Non-Responsive
5 = Other, See explanation below

Reason Code & Explanation(s):
Bidder Certification Regarding the Use of Disadvantaged Businesses

1. I, David I. Rock, do hereby certify that:

   Name

   1. I am President of the IHC Construction Companies, LLC, and have
      authority to execute this certification on behalf of the firm.

   2. This firm, its partners or directors and officers does not possess a controlling interest in ownership
      or conflict of interest or any other authority to control the disadvantaged business to be used during
      the performance of the contract.

   3. Form 6100-2 (DBE Subcontractors Participate Form) has been provided to all disadvantaged
      subcontractors being utilized.

Name of Firm: IHC Construction Companies, LLC

Signature: [Signature]

Title: President

Date: 15 March 2018

Corporate Seal (where appropriate)
Bidder Certification for Advertisement Regarding Subcontracting Opportunities for Disadvantaged Businesses

I ________________________, do hereby certify that:

Name

1. I am ________________________ of the ________________________ and have authority to execute this certification on behalf of the firm;

2. This firm did not receive any proposals from disadvantaged businesses, prior to bid opening

Date of Bid Opening

Name of Firm ________________________________________________________

Signature ____________________________________________________________

Title _________________________________________________________________

Date _________________________________________________________________

Corporate Seal (where appropriate)
Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Participation Form 6100-2

An EPA Financial Assistance Agreement Recipient must require its prime contractors to provide this form to its DBE subcontractors. This form gives a DBE subcontractor the opportunity to describe work received and/or report any concerns regarding the EPA-funded project (e.g., in areas such as termination by prime contractor, late payments, etc.). The DBE subcontractor can, as an option, complete and submit this form to the EPA DBE Coordinator at any time during the project period of performance.

<table>
<thead>
<tr>
<th>Subcontractor Name</th>
<th>Project Name</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Village of Wilmette Water Treatment Plant Electrical Improvements</td>
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<tr>
<th>Bid/Proposal No.</th>
<th>Assistance Agreement ID No. (if known)</th>
<th>Point of Contact</th>
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<thead>
<tr>
<th>Prime Contractor Name</th>
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<tbody>
<tr>
<td>IHC Construction Companies, L.L.C.</td>
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</table>

<table>
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<tr>
<th>Issuing/Funding Entity:</th>
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<thead>
<tr>
<th>Contract Item Number</th>
<th>Description of Work Received from the Prime Contractor Involving Construction, Services, Equipment or</th>
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<tbody>
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<tr>
<th>Amount Received by Prime</th>
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3 A DBE is a Disadvantaged, Minority, or Women Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 35.202.

2 Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

FORM 6100-2 (DBE Subcontractor Participation Form Page 1)
Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Participation Form 6100-2

Please use the space below to report any concerns regarding the above EPA-funded project.

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

Subcontractor Signature                              Print

Title                                                  Date
Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form 6100-3

This form is intended to capture the DBE subcontractor's description of work to be performed and the price of the work submitted to the prime contractor. An EPA Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractors bid or proposal package.

<table>
<thead>
<tr>
<th>Subcontractor Name</th>
<th>Project Name</th>
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<tbody>
<tr>
<td></td>
<td>Village of Wilmette Water Treatment Plant Electrical Improvements</td>
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<table>
<thead>
<tr>
<th>Bid/Proposal No.</th>
<th>Assistance Agreement ID No. (if known)</th>
<th>Point of Contact</th>
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<tbody>
<tr>
<td>17-M-0017</td>
<td>L173763</td>
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<tr>
<th>Prime Contractor Name</th>
<th>Issuing/Funding Entity</th>
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<tbody>
<tr>
<td>IHC Construction Companies, LLC.</td>
<td>Village of Wilmette</td>
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**Contract Item Number**

<table>
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<tr>
<th>Description of Work Submitted to the Prime Contractor Involving Construction, Services, Equipment or</th>
<th>Price of Work Submitted to</th>
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<td>Sea Attached</td>
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**DBE Certified By:**

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<tr>
<th>DOT</th>
<th>SBA</th>
<th>Other</th>
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**Meets/exceeds EPA certification standards?**

<table>
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<tr>
<th>YES</th>
<th>NO</th>
<th>Unknown</th>
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2 Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.
Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form 6100-3

I certify under penalty of perjury that the foregoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (d).

<table>
<thead>
<tr>
<th>Prime Contractor Signature</th>
<th>Print</th>
<th>Title</th>
<th>Date</th>
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<tbody>
<tr>
<td></td>
<td></td>
<td>President</td>
<td>15 March 2018</td>
</tr>
</tbody>
</table>

Subcontractor Signature

Title

Date

FORM 6100-3 (DBE/Subcontractor Performance Form Page 2)
**Disadvantaged Business Enterprise (DBE) Program DBE Subcontractor Utilization Form (6100-4)**

This form is intended to capture the prime contractor’s actual and/or anticipated use of identified certified DBE subcontractors and the estimated dollar amount of each subcontract. An EPA Financial Assistance Agreement Recipient should require its prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

<table>
<thead>
<tr>
<th>Prime Contractor Name</th>
<th>Project Name</th>
<th>Bid/Proposal No.</th>
<th>Loan No. (If known)</th>
<th>Point of Contact</th>
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<tbody>
<tr>
<td>IHC Construction Companies, L.L.C.</td>
<td>Village of Wilmette Water Treatment Plant Electrical Improvements</td>
<td>17-M-0017</td>
<td>L173763</td>
<td></td>
</tr>
</tbody>
</table>

**Address**
1520 Executive Drive, Elgin, IL 60123

**Telephone No.**
847-242-1516

**Email Address**
drock@ihcconstruction.com

I have identified potential DBE certified subcontractors: **YES**

If yes, please complete the table below. If no, please explain:

<table>
<thead>
<tr>
<th>Subcontractor Name or Company Name</th>
<th>Company Address/Phone/Email</th>
<th>Estimated Cost ($$)</th>
<th>Currently DBE Certified?</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td>N/A</td>
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</table>

**Prime Contractor Signature**

[Signature]

**Print Name**

David J. Rock

**Title**

President

**Date**

15 March 2018

---

1. A DBE is a Disadvantaged, Minority, or Women's Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR Part 32.3 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR Part 32.3.

2. Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide service pursuant to an EPA award of financial assistance.
Bidder Certification Regarding the Use of American Iron and Steel Products

David J. Rock, ________________ do hereby certify that:

1. I am ___________________ (title) of the IHC Construction Companies, L.L.C. (company, partnership, etc.) and have authority to execute this certification on behalf of the firm.

2. This firm is aware that all iron and steel products used for this project must be produced in the United States per Section 436 (a)–(f) of the Consolidated Appropriations Act, 2014.

3. This firm is aware that the use of American iron and steel products applies to all projects for the construction, alteration, maintenance, or repair of publically owned treatment works (POTW) or public water systems.

4. This firm understands the term “iron and steel products” refers to the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

5. I am aware that this requirement applies to all portions of the project that are subcontracted.

Name of Firm: IHC Construction Companies, L.L.C.
Signature: ________________
Title: President
Date: ____________

Corporate Seal (where appropriate)
Use of American Iron and Steel.

Sec. 436. (a)(1) None of the funds made available by a State water pollution control revolving fund as authorized by title VI of the Federal Water Pollution Control Act (33 U.S.C. 1381 et seq.) or made available by a drinking water treatment revolving loan fund as authorized by section 1452 of the Safe Drinking Water Act (42 U.S.C. 300j-12) shall be used for a project for the construction, alteration, maintenance, or repair of a public water system or treatment works unless all of the iron and steel products used in the project are produced in the United States.

(2) In this section, the term 'iron and steel products' means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

(b) Subsection (a) shall not apply in any case or category of cases in which the Administrator finds that--

(1) applying subsection (a) would be inconsistent with the public interest;
(2) iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
(3) inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

(c) If the Administrator receives a request for a waiver under this section, the Administrator shall make available to the public on an informal basis a copy of the request and information available to the Administrator concerning the request, and shall allow for informal public input on the request for at least 15 days prior to making a finding based on the request. The Administrator shall make the request and accompanying information available by electronic means, including on the official public Internet Web site of the Environmental Protection Agency.

(d) This section shall be applied in a manner consistent with United States obligations under international agreements.

(e) The Administrator may retain up to 0.25 percent of the funds appropriated in this Act for the Clean and Drinking Water State Revolving Funds for carrying out the provisions described in subsection (a)(1) for management and oversight of the requirements of this section.

(f) This section does not apply with respect to a project if a State agency approves the engineering plans and specifications for the project, in that agency's capacity to approve such plans and specifications prior to a project requesting bids, prior to the date of the enactment of this Act.
Appendix A: Davis-Bacon Act Wages
Appendix B: Cook County Prevailing Wage
Attachment One - General Construction Specifications, see Volume 2 of the Project Manual.

Attachment Two - Construction Drawings.
END OF DOCUMENT
To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

IHC CONSTRUCTION COMPANIES, L.L.C., HAVING ORGANIZED IN THE STATE OF ILLINOIS ON DECEMBER 03, 2001, APPEARS TO HAVE COMPLIED WITH ALL PROVISIONS OF THE LIMITED LIABILITY COMPANY ACT OF THIS STATE, AND AS OF THIS DATE IS IN GOOD STANDING AS A DOMESTIC LIMITED LIABILITY COMPANY IN THE STATE OF ILLINOIS.

In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 10TH day of MAY A.D. 2017.

Jesse White
SECRETARY OF STATE
MEMBERS OF THE LIMITED LIABILITY COMPANY

Federal Tax I.D. #: 36-4487367 State IBT#: 3281-0725 DHR #: 113177-00

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Address/ Home Phone</th>
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<tbody>
<tr>
<td>David J. Rogli</td>
<td>Managing Member</td>
<td>37W600 York Rd. Elgin, IL 60123</td>
</tr>
<tr>
<td></td>
<td>Chief Executive Officer President</td>
<td>847-697-8401</td>
</tr>
<tr>
<td>Walter P. Durfee</td>
<td>Member</td>
<td>857 Samantha Dr. Geneva, IL 60134</td>
</tr>
<tr>
<td></td>
<td>Chief Operating Officer Executive Vice President</td>
<td>630-298-9242</td>
</tr>
<tr>
<td>Alan L. Oroz</td>
<td>Member</td>
<td>1434 E. Northwest Highway Arlington Heights, IL 60004</td>
</tr>
<tr>
<td></td>
<td>Chief Financial Officer Secretary</td>
<td>708-363-7624</td>
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</tbody>
</table>
ACTION BY MEMBERS
IHC CONSTRUCTION COMPANIES, L.L.C.
BY MAJORITY WRITTEN CONSENT

We, the undersigned, being all of the members of IHC Construction Companies, L.L.C., an Illinois Limited Liability Company, hereby consent in writing without a meeting to the following actions:

RESOLVED, that those persons whose names are included below hold the positions set beside their name and those same persons are hereby authorized to bind the company and to execute all documents necessary to conduct business on behalf of the limited liability company, including, but not limited to the execution of contracts, bids and bonds.

DAVID J. ROCK
MANAGING MEMBER
CHIEF EXECUTIVE OFFICER
PRESIDENT

WALTER P. DWYER
MEMBER
CHIEF OPERATING OFFICER
EXECUTIVE VICE PRESIDENT
ASSISTANT SECRETARY

ALAN L. OROSZ
MEMBER
CHIEF FINANCIAL OFFICER
SECRETARY
TREASURER

Resolved further, that the following are hereby authorized to attest to the signatures of the Members of the limited liability company and to execute Subcontract Agreements, Purchase Orders and associated Change Orders valued at $500,000 or less on behalf of the limited liability company.

TIMOTHY W. BICKERT
AGENT
VICE PRESIDENT OF BUILDING CONSTRUCTION

JEFFERY S. RAUSCH
AGENT
Vice President of Field Operations

ROBERT T. SZOCH
AGENT
Vice President of South East Operations

IN WITNESS WHEREOF, we have hereunto set our hands as Members of IHC CONSTRUCTION COMPANIES, L.L.C.

DAVID J. ROCK
MANAGING MEMBER

WALTER P. DWYER
MEMBER

31 DECEMBER 2017
DATE

Subscribed and sworn to before me this 31st day of December 2017.

Notary Public

[Seal]

OFFICIAL SEAL

[Name]
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES 08/31/19

Corporate Office: 1500 Executive Drive, Elgin, IL 60123 • Phone: 847-742-1510 • Fax: 847-742-6610
Utility Division Office/Warehouse & Repair and Fabrication Shop/Yard: 1797 N. LaFox, South Elgin, IL 60177 • Fax: 847-289-3650
Southeast Regional Office: 2700 Oak Road SE, Suite 210, Marietta, GA 30067 • Phone: 404-497-7619 • Fax: 404-885-9085

www.ihcconstruction.com
VILLAGE OF WILMETTE
WATER TREATMENT PLANT ELECTRICAL IMPROVEMENTS PROJECT
IEPA Loan No. L173763
VILLAGE CONTRACT NO. 17-M-0017

ADDENDUM NO. 1

DATE ISSUED: FEBRUARY 9, 2018

This Addendum is issued to all registered plan holders and individuals who attended the pre-bid meeting. This Addendum serves to clarify, revise, and supersede information in the Project Manual, Drawings, and previously issued Addenda. Portions of the Addendum affecting the Contract Documents will be incorporated into the Contract by enumeration of the Addendum in the Owner/Contractor Agreement.

The Bidder shall include a copy of this entire addenda with the signed acknowledgement of receipt as part of the bid proposal document. Failure to do so may subject the Bidder to disqualification.

CHANGES TO PROJECT MANUAL

1. Bid/Contract Cover
   a. Please note the following change related to the submission of bids:

   Submit Bids To:
   
   Finance Department
   Purchasing
   Village of Wilmette
   1200 Wilmette Avenue
   Wilmette, Illinois 60091

2. Bid/Contract Cover
   a. Bid Opening Time has been changed to 10:30am.

3. Notice to Bidders
   a. DELETE the first paragraph and REPLACE with the following:

   "Sealed bids will be received by the Village of Wilmette, Cook County, by the Finance Department, Purchasing at the Village Hall Finance Department, 1200 Wilmette Ave., Wilmette, Illinois 60091 until 10:00 AM, local time on March 15, 2018 and at that time publicly opened and read."
4. Notice to Bidders
   a. Bid Opening will be on March 15, 2018 at 10:30am.

5. Instructions to Bidders, Clarifications of Contract Documents:
   a. **DELETE** the first sentence of the first paragraph under "Clarifications of Contract Documents" and **REPLACE** with the following:

   "Any Bidder in doubt as to the meaning of any part of the Contract Documents may submit written questions prior to March 7th, 2018."

6. Instructions to Bidders, Addenda:
   a. **DELETE** the last sentence of the first paragraph under "Addenda" and **REPLACE** with the following:

   "No addenda shall be issued less than four (4) working days prior to the bid opening date"

7. Instructions to Bidders, Submission of Bid
   a. **DELETE** the first sentence of the first paragraph under "Submission of Bid" and **REPLACE** with the following:

   "Each BID must be submitted in a sealed envelope, addressed to the Finance Department, Purchasing, at the Village of Wilmette, 1200 Wilmette Avenue, Wilmette, Illinois 60091."

8. Specification Section 01 11 01
   a. **DELETE** the last sentence of Paragraph 1.02.B.2.
   b. **DELETE** the last sentence of Paragraph 1.02.B.4.

9. Specification Section 03 35 00
   a. **REMOVE** the brackets included in the first sentence of Paragraph 3.02.G.1. The text within the brackets will remain.

10. Specification Section 03 60 00
    a. **DELETE** "and self-leveling cementitious underlayment grout" from Paragraph 1.06.D.

11. Specification Section 07 33 63
    a. **DELETE** Paragraph 2.01.A.5 and **REPLACE** with the following:

12. Specification Section 09 29 00  
   a. DELETE "at locations indicated on Drawings" from Paragraph 3.04.B.

13. Specification Section 09 51 12  
   a. DELETE "fungicide" from Paragraph 2.02.D.  
   b. DELETE "short" from Paragraph 3.03.F.1.b

14. Specification Section 09 91 00  
   a. DELETE "03350" from the first sentence of Paragraph 3.02.C.

15. Specification Section 10 44 00  
   a. DELETE "insert drawing destination" from the first sentence of Paragraph 2.01.B.  
   b. DELETE "as indicated" and insert "location" from the first sentence of Paragraph 2.04.I.2.

16. Specification Section 14 24 00  
   a. DELETE Paragraph 1.07.A.

17. Specification Section 23 07 00  
   a. DELETE "Submit a certified statement attesting to the approval of the materials by the insulation manufacturer." from Paragraph 2.05.A.

18. Specification Section 23 50 00  
   a. DELETE "The Owner and Engineer shall witness startup." from Paragraph 1.04.D.

19. Specification Section 28 00 00  

20. Specification Section 28 23 00  
   a. DELETE Paragraph 2.06.A.2 and REPLACE with the following:  

   "2. Network Switch: Provide a network switch internal to the switchgear for communication to the plant-wide SCADA system. The network switch shall be Hirshmann model RS20-2400M2M2SDEHHXX.X."

**CHANGES TO CONTRACT DRAWINGS**

   a. DELETE the last sentence of Key Note 1.
2. Contract Drawing E-20
   a. REPLACE Key Note 14 with the following:

   "PROVIDE ONE NETWORK SWITCH TO BE TURNED OVER TO THE OWNER FOR INSTALLATION IN PLC-A. THE NETWORK SWITCH SHALL BE HIRSCHMANN RS20-2400M2M2SDAEHHXX.X."

CLARIFICATIONS

1. Question: My office found a value of 9mm for the project based off IEPA loan value – is this in the ballpark for project value?

   Answer: The range for the project value is $7M-$8M.

2. Question: Would you please confirm the time bids are due for the Wilmette WTP Electrical Improvements project? The Bid/Contract Cover lists 1:00 PM, and 10:00 AM and 1:00 PM are listed in the Notice to Bidders.

   Answer: The Notice to Bidders states that the Village of Wilmette will receive sealed bids until March 15th, 2018 at 10:00am and that the bids will be opened on March 15th, 2018 at 1:00pm. The Bid/Contract cover also states that the bids will be opened on March 15th, 2018 at 1:00pm. As part of this addendum, the bid opening time is being revised to 10:30am on March 15th, 2018. The bids are still due by 10:00am on March 15th, 2018.

3. Question: Thank you for including us as an acceptable manufacturer for the Vegetative Roof Covering spec section 07 33 63. Can you please adjust our contact information from GreenGrid, 20 N. Wacker, Suite 1210, Chicago, IL 60606, www.greengridroofs.com, 312.424.3306 to read as follows:


   Answer: This will be addressed as part of this addendum.

4. Question: Does the advertisement related to disadvantaged business have to be placed in the Chicago Tribune, or can another publication be used?

   Answer: This advertisement may be placed in any daily paper.
5. **Question:** Will a copy of the sign-in sheet from the mandatory pre-bid meeting be distributed?

   **Answer:** A copy of the sign-in sheet from the mandatory pre-bid meeting has been included as an attachment to this addendum.

6. **Question:** Please clarify the requirements for turning over the existing generators. Where will these generators be moved to?

   **Answer:** The existing 500kW and 1100kW engine generators shall no longer be required to be turned over to the Owner. The removal and disposal of these engine generators shall be the responsibility of the Contractor. The 2.5kW and 15kW natural gas engine generators are still required to be turned over to the Owner. The final destination for these two engine generators will be determined during construction. This will be addressed as part of this addendum.

7. **Question:** What is the division of work between this contract and the SCADA system integrator?

   **Answer:** All control wiring installed as part of this project shall be terminated and landed on terminal blocks at both ends of the run. Any PLC programming and screen development is not included as part of this project.

8. **Question:** What are the expected timeframes for payment?

   **Answer:** The Village typically makes payments within 30 days of receipt of the Engineer approved application for payment.
All items in conflict with the addenda are hereby deleted.

This addendum is made part of the Contract Documents and shall be noted on the proposal.

Acknowledgement for Receipt of Addendum No. 1:

[Signature]

David J. Rock
President
IHC Construction Companies, LLC.

Note: This Acknowledgement must be submitted with the Bid Proposal Document.
VILLAGE OF WILMETTE
WATER TREATMENT PLANT ELECTRICAL IMPROVEMENTS PROJECT
IEPA LOAN NO. L173763
VILLAGE CONTRACT NO. 17-M-0017

ADDENDUM NO. 2

DATE ISSUED: FEBRUARY 19, 2018

This Addendum is issued to all registered plan holders and individuals who attended the pre-bid meeting. This Addendum serves to clarify, revise, and supersede information in the Project Manual, Drawings, and previously issued Addenda. Portions of the Addendum affecting the Contract Documents will be incorporated into the Contract by enumeration of the Addendum in the Owner/Contractor Agreement.

The Bidder shall include a copy of this entire addenda with the signed acknowledgement of receipt as part of the bid proposal document. Failure to do so may subject the Bidder to disqualification.

CHANGES TO PROJECT MANUAL

1. None.

CHANGES TO CONTRACT DRAWINGS

1. None.

CLARIFICATIONS

1. Question: What size is the pipe off the mini generators on drawing H-3 up to the roof?

   Answer: One pipe is approximately 3/4-inch to 1-inch and the other pipe is approximately 1-inch to 2-inch. Please verify the actual line size in the field and match the size for the new pipe.

2. Question: What size is the fuel oil tank vent pipe to be temporarily relocated on drawing H-4?

   Answer: The vent pipe is approximately 2-inch. Please verify the actual line size in the field and match the size for the new pipe.
3. **Question:** What size is the fuel oil emergency vent and secondary containment vent on drawing H-7 for the fuel oil tanks?

   **Answer:** The vent sizes should be determined by the fuel oil tank manufacturer, but a minimum 4-inch size is expected.

4. **Question:** HVAC Building addition and HVAC Generator Building, are there any available electrical drawings/specifications available for these projects? Need to know raceway and control requirements.

   **Answer:** Electrical drawings/specification are included in the drawing set and project manual for this project.

5. **Question:** Building addition, all stand-alone control? Indicating space temperature transmitters to SCADA for the AC units. Where is the SCADA panel located?

   **Answer:** HVAC equipment in the building addition shall have stand-alone controls by the equipment manufacturer. SCADA cabinets (PLC-A and backup control panel) are shown on sheet E-20. Refer to sheet E-30 for electrical riser diagrams.

6. **Question:** Generator Building, they seem to call out a control system? Note to refer to sequence of operation in specifications on drawing H-6.

   **Answer:** The Generator Building HVAC equipment is to be controlled by the Automatic Temperature Control (ATC) panel as shown on sheet H-6 with sequences discussed in Specification Section 23 09 15. Refer also to sheet E-30 additional wiring requirements for the ATC.

7. **Question:** Generator Building is calling for Automatic Temperature Control Panel for exhaust fans and generator monitoring. Indicate to refer to electrical sheets detail?

   **Answer:** The Generator Building HVAC equipment is to be controlled by the Automatic Temperature Control (ATC) panel as shown on sheet H-6 with sequences discussed in Specification Section 23 09 15. Refer also to sheet E-30 additional wiring requirements for the ATC.

8. **Question:** For the HVAC project we aren't required to send any insurance forms/items to prove we will meet the requirements with the bid correct?

   **Answer:** Refer to Volume 1 of the Project Manual for insurance and bidding requirements.
9. **Question:** As long as we are going with one of the manufacturers that you have listed and we write them in on the bid form, there is no alternate required. Correct?

**Answer:** The Bidder's Substitution Sheet included in Volume 1 of the Project Manual is required to be submitted with the bid. Refer to Volume 1 of the Project Manual for any additional requirements.
All items in conflict with the addenda are hereby deleted.

This addendum is made part of the Contract Documents and shall be noted on the proposal.

Acknowledgement for Receipt of Addendum No. 2:

[Signature]

David J. Kock  
President

IHC Construction Companies, LLC.  
(Bidding Firm)

Note: This Acknowledgement must be submitted with the Bid Proposal Document.
VILLAGE OF WILMETTE
WATER TREATMENT PLANT ELECTRICAL IMPROVEMENTS PROJECT
IEPA Loan No. L173763
VILLAGE CONTRACT NO. 17-M-0017

ADDENDUM NO. 3

DATE ISSUED: FEBRUARY 27, 2018

This Addendum is issued to all registered plan holders and individuals who attended the pre-bid meeting. This Addendum serves to clarify, revise, and supersede information in the Project Manual, Drawings, and previously issued Addenda. Portions of the Addendum affecting the Contract Documents will be incorporated into the Contract by enumeration of the Addendum in the Owner/Contractor Agreement.

The Bidder shall include a copy of this entire addenda with the signed acknowledgement of receipt as part of the bid proposal document. Failure to do so may subject the Bidder to disqualification.

CHANGES TO PROJECT MANUAL

1. Specification Section 26.23.00
   a. ADD Paragraph 2.01.B.7

   "7. Caterpillar"

2. Appendix D
   a. Add record drawing for the 36" water main titled "Yard Piping at Water Plant" by Alvord, Burdick & Howson dated Feb 1991 to the end of Appendix D, attached hereto.

CHANGES TO CONTRACT DRAWINGS

1. None.

CLARIFICATIONS

1. Question: Will Caterpillar be allowed to bid on the switchgear?
   
   Answer: Caterpillar may bid on the main switchgear as long as they can meet all of the requirements of the Contract Drawings and Project Manual, including the qualifications and
maximum dimensions shown for this switchgear. Caterpillar will be added to the list of acceptable manufacturers as part of this addendum.

2. **Question:** Is the rear (north) overhead door available for use during construction?

   **Answer:** Yes, it will be made available during construction. Access is through the east drive along the beach. Fork trucks are not allowed within the plant, only hand trucks with rubber wheels may be used. Load capacity of the floor is 100 psf.

3. **Question:** Is the contractor responsible for the temporary diesel tank and piping?

   **Answer:** The Village of Wilmette will provide any temporary diesel fuel tanks and associated piping that will be needed during construction.

4. **Question:** Who is responsible for disposing of the generators and electrical gear?

   **Answer:** The Contractor is responsible for the disposal of the all existing electrical equipment being removed, the 500kW diesel engine generator, and the 1100kW natural gas engine generator, including all accessories and appurtenances. The two smaller natural gas engine generators (2.5kW and 15kW) shall be turned over to the Owner.

   The documents were revised to reflect that the Contractor is responsible for the disposal of the 500kW diesel engine generator and the 1100kW natural gas engine generator as part of Addendum No. 1.

5. **Question:** Is there a load limit in the parking area?

   **Answer:** Live load shall be limited to H-20 wheel loads within the parking area, except that the load limits on Valve Vault A (east side of parking area) shall not exceed 300 psf. Contractors shall submit a Work Plan in accordance with Specification Section 01 30 00 to present that the proposed loading does not exceed these load limits.

   Valve Vault A is identified on Sheet C-2 as having a steel access panel, top of panel at elevation 7.05, located on the east side of the parking lot, between the north and south parking spaces.

6. **Question:** What is the depth of the water mains?

   **Answer:** Refer to Appendix D of the Project Manual for a copy of existing record drawings. Additional drawings of the plan and profile of the water mains are included as part of this addendum.
All items in conflict with the addenda are hereby deleted.

This addendum is made part of the Contract Documents and shall be noted on the proposal.

Acknowledgement for Receipt of Addendum No. 3:

[Signature]

David J. Rock  
President

JHC Construction Companies, LLC  
(Bidding Firm)

Note: This Acknowledgement must be submitted with the Bid Proposal Document.
This Addendum is issued to all registered plan holders and individuals who attended the pre-bid meeting. This Addendum serves to clarify, revise, and supersede information in the Project Manual, Drawings, and previously issued Addenda. Portions of the Addendum affecting the Contract Documents will be incorporated into the Contract by enumeration of the Addendum in the Owner/Contractor Agreement.

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**CHANGES TO PROJECT MANUAL**

1. Specification Section 26.23.00
   a. ADD Paragraph 2.01.B.8

   "7. Russelectric"

**CHANGES TO CONTRACT DRAWINGS**

1. None.

**CLARIFICATIONS**

1. Question: What areas of the plant is PVC coated rigid steel conduit required?

   Answer: PVC coated rigid steel conduit shall be installed in the sodium hypochlorite area. This area is labeled as "NAOCL Tanks and Feed System" on Sheet E-22. Aluminum conduit may be installed in the other corrosive areas of the plant. Refer to Table 15110-1 in Specification Section 26.05.33.
2. **Question:** The fire alarm drawings do not indicate the area classifications. Which locations are considered corrosive?

**Answer:** Refer to the power plans for the area classifications. If an area is not classified on the power plans, that area shall be considered "WET".

3. **Question:** Refer 01 51 00 TEMPORARY FACILITIES, 1.01 SCOPE OF WORK, A indicates, "Furnish all labor, equipment, materials, and incidentals necessary and provide separate temporary facilities for the Contractor's use and the Engineer's use, as specified herein and as shown on the drawings." Please confirm whether or not the Contractor is to furnish a Field Office for the Engineer or other Owner Representative.

**Answer:** No, the Contractor does not need to provide a Field Office for the Engineer or Owner Representative.

4. **Question:** Refer 01 51 00 TEMPORARY FACILITIES, 3.02 TEMPORARY POWER AND LIGHT, A indicates, "The Contractor shall furnish temporary light and power, including 220 Volt service for welding, complete with wiring, lamps and similar equipment as required to adequately light all work areas and with sufficient power capacity to meet the project needs. Make all necessary arrangements with the local electric company for temporary electric service and pay all expenses in connection therewith." B indicates, "Provide connections to existing facilities sized to provide service required for power and lighting. Owner will pay the costs of power used." Please clarify whether or not the Contractor will be allowed to tie-in to the Owner's existing electrical facilities.

**Answer:** The Contractor will be allowed to tie-in to the Owner's existing electrical equipment for temporary power. Coordinate locations for temporary connections with the Owner.

5. **Question:** Please advise as to whether or not a Building Permit from the Village of Wilmette will be required for this project. If a permit is required advise as to whether the fees will be waived or are be included in the Contractor's bid.

**Answer:** A building permit is required for this project. The building permit fees for the Village of Wilmette will be waived. Refer to the Instruction to Bidders, subsection Permits and Licenses.

6. **Question:** Miller Fall Arrest Systems is sole spec'd as the manufacturer. Will an or equal fall arrest system be accepted?

**Answer:** No. The Village has standardized on Miller Fall Arrest Systems for the fall protection systems at all of their facilities.
7. **Question:** The Bid Documents indicate that the existing generators (1100kW, 500kW, 15 kW & 2.5kW) to be removed are to be kept intact & turned over to the Owner. Please clarify the protocol for turnover of the generators. Advise as to whether the turnover is to occur at the Water Plant or at an offsite location. If at the plant, please identify the designated staging area. Advise as to whether or not the contractor will be responsible for providing hoisting of the generators onto Owner provided trucks.

**Answer:** The existing 500kW and 1100kW engine generators shall no longer be required to be turned over to the Owner. The removal and disposal of these engine generators shall be the responsibility of the Contractor. This was addressed in Addendum No. 1 and Addendum No. 3.

Per Specification Section 26 00 00, Paragraph 1.17.D, the existing 2.5kW and 15kW engine generators, along with their associated automatic transfer switches, shall be delivered to the Owner at a location with 20 miles of the plant. Additionally, per this specification section, the Contractor shall provide all labor, hoisting, and transportation of the equipment. The specific delivery location will be determined by the Owner during construction.

8. **Question:** I received a request for quote today for the subject project and noted that Russelectric is not listed as approved in your switchgear specifications. As you may or may not know, Russelectric is the largest privately owned manufacturer of generator switchgear power and control systems in the USA. I am very surprised we are not listed, but am happy to review our manufacturing and service capabilities with you. How can I go about getting approved for this project?

**Answer:** Russelectric may bid on the main switchgear as long as they can meet all of the requirements of the Contract Drawings and Project Manual, including the qualifications and maximum dimensions shown for this switchgear. Russelectric will be added to the list of acceptable manufacturers as part of this addendum.
All items in conflict with the addenda are hereby deleted.

This addendum is made part of the Contract Documents and shall be noted on the proposal.

Acknowledgement for Receipt of Addendum No. 4:

David J. Rock (Name)
President (Title)

AHC Construction Companies, L.L.C. (Bidding Firm)

Note: This Acknowledgement must be submitted with the Bid Proposal Document.
VILLAGE OF WILMETTE
WATER TREATMENT PLANT ELECTRICAL IMPROVEMENTS PROJECT
IEPA LOAN NO. L173763
VILLAGE CONTRACT NO. 17-M-0017

ADDENDUM NO. 5

DATE ISSUED: MARCH 14, 2018

This Addendum is issued to all registered plan holders and individuals who attended the pre-bid meeting. This Addendum serves to clarify, revise, and supersede information in the Project Manual, Drawings, and previously issued Addenda. Portions of the Addendum affecting the Contract Documents will be incorporated into the Contract by enumeration of the Addendum in the Owner/Contractor Agreement.

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CHANGES TO PROJECT MANUAL

1. Specification Section 48 32 12
   a. DELETE Paragraph 2.04.A.7 and REPLACE with the following:

   "7. The sub-base fuel storage tank shall have a minimum storage capacity of 24 hours of fuel at full load."

CHANGES TO CONTRACT DRAWINGS

1. None.

CLARIFICATIONS

1. Question: One of our electrical subcontractors just brought up this morning the following major generator building size clarification:

   "In order to meet Keynote 1 on drawing E-26 for the generator minimum size, the specified run time of 36 hours will need to be reduced to 22-23 hours in order to comply, or the building size will need to be increased."

   Answer: The fuel tank should be sized for 24 hours, not 36 hours. This will be addressed as part of this addendum.
All items in conflict with the addenda are hereby deleted.

This addendum is made part of the Contract Documents and shall be noted on the proposal.

Acknowledgement for Receipt of Addendum No. 5:

[Signature]

David J. Rock
President

[Company Name]

Note: This Acknowledgement must be submitted with the Bid Proposal Document.
BID No. 17-M-0017

Bids Due: 15 March 2018 @ 1:00 pm