Winnetka Village Council
REGULAR VIRTUAL MEETING
Zoom
February 15, 2022
7:00 PM

AGENDA

In accordance with social distancing requirements and Governor Pritzker's Executive Orders 2021-32 and Section 7(e) of the Illinois Open Meetings Act, the Winnetka Village Council meeting on Tuesday, February 15, 2022 will be held virtually. The meeting will be livestreamed via the Zoom platform. At least one representative from the Village will be present at Village Hall in compliance with Section 7(e) of the Illinois Open Meetings Act, and the virtual meeting will be simulcast at Village Hall for members of the public who do not wish to view the virtual meeting from another location. Due to the need to maintain social distancing, the opportunity to view the virtual meeting at Village Hall is available on a "first come, first-served" basis.

The public has two options for observing and participating in this virtual Village Council meeting including the ability to provide oral comments during the meeting. To facilitate an efficient meeting, public comments submitted in advance are encouraged.

1) Telephone (audio only Call 312-626-6799), when prompted enter the Meeting ID – 81673022808 (Please note there is no additional password or attendee ID required)
2) Livestream (both audio and video feed) Download the Zoom meetings app to your smartphone, tablet or computer and then join Meeting ID: 81673022808. Event Password: VC021522

Public comments should be emailed to contactcouncil@winnetka.org. Public comments received by 6:45 p.m. on Tuesday, February 15, 2022 will be read at the appropriate time during the meeting. General comments for matters not on the agenda will be read at the beginning of the meeting under the Public Comment agenda item. Comments specific to a particular agenda item will be read during the discussion of that agenda item. The Village will attempt to have comments received after the meeting has started read at the end of the meeting. Public comment is limited to 200 words or less. Public comments should contain the following information:

- In the subject line – "Village Council Meeting Public Comment"
- Name
- Address (optional)
- Phone (optional)
- Organization or agency representing, if applicable
- General comment or comment on topic of specific agenda item number

All emails received will be acknowledged either during or after the meeting, depending on when they are received. If you do not have access to email, you may leave a message with your public comment at the Village Manager's office at 847-716-3543 or mail to Village Clerk, Village of Winnetka, 510 Green Bay Road, Winnetka, IL 60093.

Winnetka Village Council
REGULAR VIRTUAL MEETING
Village Hall
510 Green Bay Road
February 15, 2022
7:00 p.m.
Zoom

AGENDA

1) Call to Order
2) Pledge of Allegiance
3) Quorum
   a) March 1, 2022 Regular Meeting
   b) March 8, 2022 Study Session
   c) March 15, 2022 Regular Meeting
4) Public Comment
5) Reports
6) Approval of Agenda
7) Consent Agenda
   a) Approval of Village Council Minutes:
      i) February 1, 2022 Special Closed Session……...4
      ii) February 1, 2022 Regular Meeting…….5
   b) Approval of Warrant List dated January 25, 2022 – February 7, 2022……8
   c) Resolution No. R-16-2022: License Agreement to Allow the Installation of Temporary Outdoor Structures (Adoption)……9
   d) Resolution No. R-27-2022: Parkway Tree Planting Contract (Adoption)…….34
   e) Resolutions No. R-28-2022 and R-29-2022: Establishing Manager & Department Head Salaries (Adoption)……51
      i. Resolution No. R-28-2022: Approving and Establishing Changes in the Compensation of the Village Manager (Adoption)
      ii. Resolution No. R-29-2022: Approving and Establishing the Compensation of Department Heads Effective January 1, 2022 (Adoption)
   f) Resolution No. R-30-2022: Waiving Bidding and Approving an Agreement with GovTemp USA, LLC for Temporary Staffing Services (Adoption)…….57
8) Ordinances and Resolutions:
   a) Ordinance No. M-4-2022: 455 Linden Street – Variations & Certificates of Appropriateness (Introduction)……..…73

b) Resolution No. R-8-2022: Approving an Endorsement of the 2021 Climate Action Plan for the Chicago Region (Adoption)…….194

c) Resolution No. R-25-2022: Approving an Agreement with Meade Inc. for the Installation of a 138kV to 12.47kV Substation Transformer (Adoption)……...323

d) Resolution No. R-26-2022: Approving a Contract with Wesco for the Purchase of Single Phase Pad Mount Transformers (Adoption)……367

9) Old Business

10) New Business

11) Appointments

12) Closed Session

13) Adjournment

NOTICE

All agenda materials are available at villageofwinnetka.org (Governance > Agendas & Minutes); the Reference Desk at the Winnetka Library; or in the Manager's Office at Village Hall (2nd floor). Webcasts of the meeting may be viewed on the Internet via a link on the Village's web site: https://www.villageofwinnetka.org/AgendaCenter.

The Village of Winnetka, in compliance with the Americans with Disabilities Act, requests that all persons with disabilities who require certain accommodations to allow them to observe and/or participate in this meeting or have questions about the accessibility of the meeting or facilities, contact the Village ADA Coordinator, 510 Green Bay Road, Winnetka, Illinois 60093, 847-716-3543; T.D.D. 847-501-6041.

MINUTES OF A WINNETKA VILLAGE COUNCIL
SPECIAL VIRTUAL CLOSED SESSION
February 1, 2022
(Approved: xx)

A record of a legally convened Special Closed Session of the Council of the Village of Winnetka, which was held virtually on the Zoom videoconference platform on Tuesday, February 1, 2022, at 5:30 PM.

1) Call to Order. Village President Chris Rintz called the meeting to order at 5:30 p.m. Present: Trustees Rob Apatoff, Andy Cripe, Tina Dalman, Bob Dearborn, Kim Mancini, and John Swierk. Absent: None. Also Present: Village Manager Robert M. Bahan, Assistant Village Manager Kristin Kazenas, Village Attorney Peter Friedman, and 0 persons in the audience.

2) Public Comment. None.

3) Closed Session for the Purpose of Discussing Personnel Pursuant to Section 2(c)(1) of the Open Meetings.
Trustee Cripe, seconded by Trustee Apatoff, moved to adjourn to Closed Session for the Purpose of Discussing Personnel Pursuant to Section 2(c)(1) and 2(c)(2) of the Open Meetings Act and to adjourn the Open Meeting automatically and immediately upon the conclusion of the Closed Session without the conduct of any further business or comments. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Cripe, Dalman, Dearborn, Mancini, and Swierk. Nays: None. Absent: None.

   The Council adjourned into Closed Session at 5:36 PM.

4) Adjournment. The Special Closed Session meeting ended at 6:49 p.m.

MINUTES
WINNETKA VILLAGE COUNCIL
REGULAR VIRTUAL MEETING
February 1, 2022

(Approved: xx)

A record of a legally convened regular meeting of the Council of the Village of Winnetka, which was held virtually on the Zoom videoconference platform on Tuesday, February 1, 2022, at 7:00 PM.

1) Call to Order. President Rintz called the meeting to order at 7:03 PM. Manager Bahan called the roll. Present: Trustees Robert Apatoff, Andy Cripe, Tina Dalman, Rob Dearborn, Kim Mancini, and John Swierk. Absent: None. Also present: Village Manager Robert Bahan, Assistant Village Manager Kristin Kazenas, Deputy Village Clerk Berina Gradjan, Director of Engineering Jim Bernahl and approximately 1 persons in the audience.

2) Pledge of Allegiance. Trustee Cripe led the group in the Pledge of Allegiance.

3) Quorum.

   a) February 8, 2022 Study Session. All of the Council members present said they expect to attend.

   b) February 15, 2022 Regular Meeting. All of the Council members present said they expect to attend.

4) Public Comment. None.

5) Reports:

   a) Trustees.

      i) Trustee Apatoff stated that he was thrilled to see the Public Works snow-melting machine, the Trecan 135-PD Melter, in use.

   b) Attorney. None.

   c) Manager. None.

   d) Village President.

      i) President Rintz commends Public Works Director, Gio McLean, on managing the snow removal within the Village and keeping the streets clean.

6) Approval of the Agenda. Trustee Cripe, seconded by Trustee Apatoff, moved to approve the Agenda. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Cripe, Dalman, Dearborn, Mancini, and Swierk. Nays: None. Absent: None.

7) Consent Agenda

   a) Village Council Minutes.

      i. January 11, 2022, Study Session
      ii. January 18, 2022, Regular Meeting
      iii. January 25, 2022 Special Closed Session

b) Approval of Warrant List dated January 12 – January 24, 2022 in the amount of $1,490,301.45.

c) Resolution No. R-17-2022: Approving a Contract with Wesco Distribution, Inc. for the Purchase of 600 Volt Underground Cable (Adoption)

d) Resolution No. R-18-2022: Approving a Contract with Wesco Distribution, Inc. for the Purchase of 15kV Underground Cable (Adoption)

e) Resolution No. R-19-2022: Approving Change Order No. 1 to the Contract with Deuchler for Submissions for NPDES Permit (Adoption)

f) Resolution No. R-20-2022: Waiving Bidding and Approving the Purchase of a Leaf Vacuum Machine from Partner's Manufacturing Group, Inc. (Adoption)

g) Resolution No. R-21-2022: Approving the Purchase of a John Deere Loader from West Side Tractor Sales Co. (Adoption)

h) Resolution No. R-24-2022: Approving a Contract with the Okonite Company, Inc. for the Purchase of 600 Volt Underground Cable (Adoption)

Trustee Cripe, seconded by Trustee Mancini, moved to approve the foregoing items on the Consent Agenda by omnibus vote. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Cripe, Dalman, Dearborn, Mancini, and Swierk. Nays: None. Absent: None.

8) Ordinances and Resolutions:

a) Resolution No. R-22-2022: Streetscape Phase 4 Contract Approval (Adoption).

Director of Engineering Jim Bernahl is requesting Council's approval to waive the bidding requirements for the Construction of the Phase 4 Streetscape project. Mr. Bernahl indicates that he would proceed with the approval of the negotiated contract with ALamp Concrete Inc. Mr. Bernahl confirms that the Village has budgeted $3,065,530 for the Streetscape project, briefing Council on the total project cost of $2,926,639 which includes $2,621,449 for the A Lamp contract, $91,000 for the transformer location, and $214,190 for long lead time items. The total project cost of $2,926,639 compared to the budget of $3,065,530 results in a remaining budget balance of $138,891.

Village staff will be finalizing the construction schedule and phasing with the contractor and meeting with local businesses regarding the construction. Mr. Bernahl confirms that the Village will host two virtual open house sessions for the businesses ensuring that there is efficient communication.

Trustee Swierk, seconded by Trustee Cripe, moved to adopt Resolution No. R-22-2022. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Cripe, Dalman, Dearborn, Mancini, and Swierk. Nays: None. Absent: None.

b) Resolution No. R-23-2022: Purchase of Pedestrian Lighting (Adoption).

Director of Engineering Jim Bernahl seeks Village Councils approval to purchase LED bollards as part of the Phase 4 Streetscape project improving the overall lighting and enhancing the holiday lights in the West Elm business district. This purchase includes pedestrian lights, bollards at entrance of Village Hall, and entrance of Moffat Mall.

Joe Coughlin, co-founder and the editor in chief at the Record, commends Village Council on their work.

Trustee Mancini, seconded by Trustee Swierk, moved to adopt Resolution No. R-23-2022. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Cripe, Dalman, Dearborn, Mancini, and Swierk. Nays: None. Absent: None.

9) Old Business. None.

10) New Business. None.

11) Appointments. None.

12) Closed Session. None.

13) Adjournment. Trustee Dearborn, seconded by Trustee Apatoff, moved to adjourn the meeting. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Cripe, Dalman, Dearborn, Mancini, and Swierk. Nays: None. Absent: None. The meeting adjourned at 7:33 PM.

_____

Recording Secretary

Agenda Item Executive Summary

Title: Approval of Warrant Lists

Presenter: Robert M. Bahan, Village Manager

Agenda Date: 02/15/2022

Consent: ☑ YES ☐ NO

☐ Ordinance
☐ Resolution
☐ Bid Authorization/Award
☐ Policy Direction
☑ Informational Only

Item History:

None.

Executive Summary:

The Warrant List dated January 25, 2022 - February 7, 2022.

Recommendation:

Consider approving the Warrant List dated January 25, 2022 - February 7, 2022.

Attachments:

None.

Agenda Item Executive Summary

Title: Resolution No. R-16-2022: License Agreement to Allow the Installation of Temporary Outdoor Structures (Adoption)

Presenter: Kristin Kazenas, Assistant Village Manager

Agenda Date: 02/15/2022

Consent: ✔ YES ☐ NO

☐ Ordinance
✔ Resolution
☐ Bid Authorization/Award
☐ Policy Direction
☐ Informational Only

Item History:

None.

Executive Summary:

Hometown Coffee and Juice, 749 Elm Street, is seeking authorization to install an impermanent vestibule enclosure outside their main entrance at Lincoln and Elm Street and set out tables and chairs under the existing awnings adjacent to the building on the public right of way during the winter months. A license agreement approved by Village Council will grant Hometown authorization to install, operate and maintain a temporary vestibule enclosure and temporary outdoor seating under the heated awnings through March 31, 2022. The license agreement contains a minimum insurance requirement of $1,000,000 combined single limit per occurrence with a general aggregate of no less than $2,000,000 with the Village named as an additional insured. There is a liability and indemnity waiver for any damages or injuries that may be sustained.

Community Development staff reviewed Hometown's proposal for installing a temporary outdoor vestibule. The attached building permit application and site plans incorporate the following modifications to address staff concerns: (a) relocating the vestibule door and reversing the swing of the door to avoid conflicts with pedestrians, (b) detailing the proposed fabrication to incorporate the appropriate fire resistant canvas, and (c) providing adequate clearances in compliance with ADA. Due to supply chain issues, it is possible that the requested vestibule may not be installed in 2022; however, the license agreement is still necessary to grant approval and insurance for the temporary outdoor seating under the heated awnings through March 31, 2022.

Recommendation:

Consider approval of Resolution No. R-16-2022: Approving a License Agreement to Allow the Installation of Temporary Outdoor Structures at Hometown Coffee & Juice (749 Elm Street)

Attachments:

1. Resolution No. R-16-2022: Approving a License Agreement to Allow the Installation of Temporary Outdoor Structures (749 Elm Street)

RESOLUTION NO. R-16-2022

A RESOLUTION APPROVING A LICENSE AGREEMENT
TO ALLOW THE INSTALLATION OF TEMPORARY OUTDOOR STRUCTURES
(749 Elm Street)

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

WHEREAS, 543 Lincoln Avenue, LLC (***"Owner"***), and Hometown Coffee & Juice LLC (***"Operator"***) (Owner and Operator are, collectively, the ***"Licensee"***) of the property located at 749 Elm Street, Winnetka, Illinois (***"Property"***); and

WHEREAS, the Licensee desires to install, operate, and maintain an impermanent vestibule enclosure and set out tables and chairs under awnings adjacent to the building on the Licensee's Property (collectively, the ***"Improvements"***) on the public right of way that is owned by and under the jurisdiction of the Village and has applied to the Village for approval of the requested Improvements on the Licensed Premises; and

WHEREAS, the Village Council has determined that it will serve and be in the best interests of the Village and its residents to enter into the License Agreement with Licensee;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the Village of Winnetka, Cook County, Illinois, as follows:

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

SECTION 2: APPROVAL OF LICENSE AGREEMENT. The Village Council hereby approves the License Agreement by and between the Village and Licensee in substantially the form attached to this Resolution as **Exhibit A** and in a final form approved by the Village Attorney.

SECTION 3: AUTHORIZATION TO EXECUTE LICENSE AGREEMENT. The Village Council hereby authorizes and directs the Village President and the Village Clerk to execute and seal, on behalf of the Village, the final License Agreement.

SECTION 4: EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval according to law.

[SIGNATURE PAGE FOLLOWS]

ADOPTED this 15th of February, 2022 pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

Signed:

_____
Village President

Countersigned:

_____
Village Clerk

EXHIBIT A

LICENSE AGREEMENT

(SEE ATTACHED EXHIBIT A)

EXHIBIT A

LICENSE AGREEMENT FOR TEMPORARY OUTDOOR STRUCTURES
(749 Elm Street– Hometown Coffee & Juice)

THIS LICENSE AGREEMENT (***"Agreement"***), dated as of this 15th day of February, 2022, (***"Effective Date"***), by and among the **VILLAGE OF WINNETKA**, an Illinois municipal corporation (***"Village"***), 543 Lincoln Avenue, LLC (***"Owner"***), and Hometown Coffee & Juice LLC (***"Operator"***) (Owner and Operator are, collectively, the ***"Licensee"***).

NOW THEREFORE, in consideration of the recitals, mutual covenants, and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby mutually agree as follows:

SECTION 1. RECITALS.

A. The Owner is the owner of the property commonly known as 749 Elm Street, Winnetka, Illinois, and legally described in **Exhibit I** to this Agreement (***"Licensee's Property"***).

B. The Licensee's Property is improved with a two story commercial building, and the Operator is the lessee of, and operates the retail coffee shop/restaurant "Hometown Coffee & Juice" on the first floor of the Licensee's Property (***"Restaurant"***).

C. The Restaurant is adjacent to a public right of way that is owned by, and under the jurisdiction of, the Village (***"Village Property"***).

D. The Operator desires to install, operate, and maintain an impermanent vestibule enclosure and set out tables and chairs under awnings adjacent to the building on the Licensee's Property (collectively, the ***"Improvements"***) on and within those portions of the Village Property depicted in **Exhibit II** to this Agreement (collectively, the ***"Licensed Premises"***).

E. The Village and the Licensee desire to enter into this Agreement to set forth their respective rights and responsibilities regarding the installation and maintenance of the Improvements within the Licensed Premises.

SECTION 2. GRANT OF LICENSE; LIMITATION OF INTEREST.

A. Grant of License. Subject to the terms and conditions set forth in this Agreement, the Village hereby grants to the Licensee, and the Licensee hereby accepts, a revocable license, terminable pursuant to the provisions set forth herein below, for the benefit of the Licensee's Property, for the installation, operation, maintenance, repair, and replacement of the Improvements within the Licensed Premises pursuant to and in strict accordance with the terms and provisions of this Agreement (***"License"***).

B. Limitation of Interest. Except for the License granted pursuant to this Agreement, the Licensee have no legal, beneficial, or equitable interest, whether by adverse possession or prescription or otherwise, in the Licensed Premises.

C. As-Is, Where-Is. The Licensee hereby accepts the Licensed Premises in its condition at the time of the execution of this Agreement, WHERE-IS and AS-IS, and subject to applicable requirements of law. The Licensee acknowledges and agrees that: (i) the Village has

made no representation or warranty as to the suitability of the Licensed Premises for the Licensee's intended purposes; and (ii) the Village will have no responsibility to maintain the Licensed Premises in any particular condition or manner. The Licensee waives any implied warranty that the Licensed Premises are or will be suitable for the Licensee's intended purposes.

D. Limited Use of the Village Property. Licensee acknowledges and agrees that nothing in this Agreement may be to construe or provide Licensee a right to: (i) use or alter the Licensed Premises for any purpose other than as expressly set forth in this Agreement; or (ii) to serve food and beverages, or to allow Operator's customers to consume Operator's food and beverages, on any portion of the Village Property other than within the Licensed Premises.

SECTION 3. INSTALLATION AND MAINTENANCE OF IMPROVEMENTS.

A. Installation.

1. Schedule of Installation. The Licensee must install, or cause to be installed, the Improvements in accordance with a construction schedule provided in writing to, and approved in advance by, the Village. The installation of the Improvements may not interfere in any unreasonable manner with the operation and use of any public right of way or any portion of the Village Property not included within the Licensed Premises. In the event such installation or construction of the Improvements results in any such unreasonable interference, the Village shall provide Licensee with written notice of same, and Licensee shall be afforded a reasonable cure period, based on the nature of the interference, in which to remediate any such unreasonable interference.

2. Installation in a Good and Workmanlike Manner. The Licensee must, at its sole expense, install, or cause to be installed, the Improvements in a good and workmanlike manner, subject to inspection and approval by the Village, such inspection and approval not to be unreasonably withheld, conditioned or delayed by the Village.

3. Maintenance During Installation. The Licensee must promptly clean, or cause to be cleaned, all mud, dirt, snow, ice or debris deposited on any street, sidewalk, portion of the Village Property not included within the Licensed Premises, or other public property by the Licensee or any agent of or contractor hired by, or on behalf of, the Licensee, and must repair any damage that may be caused by the activities of the Licensee or any agent of or contractor hired by, or on behalf of, the Licensee in connection with the installation of the Improvements. If the Licensee fails to clean, or undertake with due diligence to clean, any street, sidewalk, portion of the Village Property not included in the Licensed Premises, or other public property within one business day after the Village gives the Licensee written notice to clean all mud, dirt, snow, ice or debris deposited on such property by the Licensee or any agent of or contractor hired by, or on behalf of, the Licensee, then the Village will have the right, but not the obligation, to cause the affected public property to be cleaned and to recover from the Licensee all actual, reasonable costs incurred by the Village in the performance of such work

B. Maintenance.

1. Acknowledgment of Licensee's Obligations. The Licensee acknowledges and agrees that the Licensee, and not the Village, are solely responsible for the operation, maintenance, repair, and replacement of the Improvements.

2. Maintenance in Proper and Working Condition. The Licensee must keep the Improvements at all times in the proper condition for their intended use and in a condition of good repair.

3. No Storage. The Licensee acknowledges and agrees that the Licensed Premises may not be used at any time for storage of any materials or equipment other than tables, chairs, and other materials and equipment customarily used by patrons in restaurants.

4. Compliance with Laws. The Licensee must keep the Improvements in compliance at all times with all applicable federal, state and Village laws, statutes, codes, ordinances, resolutions, rules, and regulations, as the same have been or may be amended from time to time.

5. Abatement of Dangerous Condition. In the event the Improvements threaten public health and safety, the Licensee agrees that the Village shall provide Licensee with written notice of same, and Licensee shall be afforded a reasonable cure period, based on the nature of the threat, in which to remediate such dangerous condition. In the event that (i) the Licensee fails to cure such dangerous condition in a reasonable amount of time after receiving such notice from the Village, or (ii) if the Village, in its sole discretion, determines that the dangerous condition must be immediately abated and it would not be reasonable to provide the Licensee a cure period: (a) the Village has the right, but not the obligation, to take all necessary action to abate the dangerous condition; and (b) the Licensee must reimburse the Village for all actual, reasonable costs incurred by the Village in the performance of such abatement.

C. Compliance with Plans. The Licensee's installation, use, operation, and maintenance of the Improvements and the Licensed Premises must comply with all applicable requirements of the "Winnetka Village Code," as amended ("***Village Code***"), as well as the plans attached to this Agreement as **Exhibit III** (collectively, the ***"Plans"***). Any maintenance, repair, or replacement of the Improvements may not materially alter the design of the Improvements as

depicted in the Plans, except upon the prior written consent of the Village, which shall not be unreasonably withheld, conditioned or delayed.

D. Operating Conditions. The Licensee's installation, use, operation, and maintenance of the Improvements and the Licensed Premises must comply with the following operational conditions:

1. The Improvements may only be installed and used from February 15, 2022 through April 1, 2022 unless otherwise approved in advance by the Village Council, or the Village Manager or his or her designee.

2. The Improvements may not include any lettering, imagery, or other signage except as depicted in the Plans and in compliance with the Village's Zoning Code.

E. Signs. Except for the signage depicted in the Plans, the Licensee may not install or display any signage on any portion of the Licensed Premises except upon the prior written consent of the Village, and the receipt of all required governmental approvals and permits. The installation of all signs on the Licensed Premises must comply with all applicable requirements of law.

SECTION 4. RESERVATION OF RIGHTS.

A. Village Use of Licensed Premises. The Village hereby reserves the right to use the Licensed Premises in any manner that will not unreasonably prevent, impede, or interfere with the exercise by Licensee of the rights granted pursuant to this Agreement. Notwithstanding anything to the contrary contained in this Agreement, the Village has the right to maintain and improve the Village Property in any manner it so desires. If, in the Village's sole determination, the Improvements prevent, impede, or interfere with the Village's ability to maintain or improve Village Property or the Licensed Premises, the Licensee must, upon receipt of a notice therefor from the Village, and at its sole expense, temporarily remove with a reasonably degree of promptness taking into consideration the surrounding circumstances, the Improvements so that the Village may conduct such maintenance or improvements.

B. Non-Exclusive Use. The Village has the right to grant other non-exclusive licenses or easements, including, without limitation, licenses or easements for utility purposes, over, along, upon, or across the Licensed Premises. The Village further reserves its right of full and normal access to the Licensed Premises for the maintenance of any existing or future utility located thereon.

SECTION 5. LIENS.

The Licensee hereby represents and warrants that it will take all necessary action to keep all portions of the Licensed Premises free and clear of all liens, claims, and demands, including without limitation mechanic's liens, in connection with any work performed by the Licensee or their agents on the Licensed Premises.

SECTION 6. REIMBURSEMENT OF VILLAGE COSTS.

In addition to any other costs, payments, fees, charges, contributions, or dedications required under applicable Village codes, ordinances, resolutions, rules, or regulations, the Licensee must pay to the Village, within 30 days after presentation of a written demand or demands therefore, all actual, reasonable legal fees, costs, and expenses incurred or accrued in connection with the review, negotiation, preparation, consideration, and review of this Agreement. Payment of all such fees, costs, and expenses for which demand has been made must be made by a certified or cashier's check. Further, the Licensee will be liable for and must pay within 30 days after the Village's demand all actual, reasonable costs incurred by the Village for publications and recordings required in connection with the aforesaid matters.

SECTION 7. LIABILITY AND INDEMNITY OF VILLAGE.

A. Village Review. The Licensee acknowledges and agrees that the Village is not, and will not be, in any way liable for any damages or injuries that may be sustained as the result of the Village's review and approval of any plans for the Improvements, or the issuance of any approvals, permits, certificates, or acceptances for the installation, operation, or maintenance of the Improvements, and that the Village's review and approval of any such plans and the Improvements and issuance of any such approvals, permits, certificates, or acceptances does not, and will not, in any way, be deemed to insure the Licensee or any of its successors, assigns, Operators and Licensee, or any third party, against damage or injury of any kind at any time.

B. Indemnity. The Licensee agrees to, and does hereby, hold harmless and indemnify the Village and all Village elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from any and all claims that may be asserted at any time against any of those parties in connection with: (i) the installation, operation, maintenance, repair or replacement of any portion of the Improvements; (ii) the Licensee's performance of, or failure to perform, their obligations under this Agreement; or (iii) any claims for liability or damages arising from business disruptions that may occur as a result of the Village's conduct of work, construction, repairs, or replacement of utilities on, over, under or through the Village's Property (collectively, ***"Indemnified Claims"***), whether or not any such Indemnified Claim is due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or willful misconduct or fault of the Licensee; provided, however, that this indemnity does not apply to willful misconduct or gross negligence on the part of the Village.

C. Defense Expense. The Licensee, only as to its own acts or omissions, must, and does hereby agree to, pay all expenses, including legal fees and administrative expenses, incurred by the Village in defending itself with regard to any and all of the Indemnified Claims.

D. Waiver of Liability. The Licensee will, and does hereby, waive, release, and relinquish all claims of every kind, known and unknown, present and future, that Licensee may have against the Village and its officers, agents, servants, and employees, arising out of, connected with or in any way related to the use of the Licensed Premises, or as a result of the condition, maintenance, and use of the Licensed Premises.

E. **Assumption of Risk**. The Licensee agrees to assume the full risk of any injuries, including death, and all costs, damages, and losses that Licensee or its employees, agents, contractors, agents, servants, employees, contractors, guests, customers, or invitees may sustain while on the Licensed Premises, or as a result of the condition, maintenance, or use of the Licensed Premises.

F. **Joint and Several Liability.** The obligations and liabilities of the Owner and Operator under this Agreement are and will be joint and several.

SECTION 8. INSURANCE.

The Licensee agrees to obtain and maintain commercial general liability insurance, workers' compensation insurance, and if applicable, liquor liability insurance covering its use of the Licensed Premises throughout the term of this Agreement. The amount of the required coverage shall be approved by the Village, but in no event shall liability coverage be in an amount less than one million dollars ($1,000,000.00) combined single limit per occurrence with a general aggregate of no less than two million dollars ($2,000,000.00) per person. The Village shall be named as an additional insured by policy endorsement, and the insurer shall have a rating and be of a class size satisfactory to the Village's director of finance.

SECTION 9. TERMINATION AND RESTORATION.

A. **Termination.** Notwithstanding anything to the contrary in this Agreement, and without prejudice to any other rights and remedies available pursuant to Section 10 of this Agreement, any party may terminate this Agreement at any time and for any reason by providing the other parties with 60 days prior written notice.

B. **Restoration of Licensed Premises**.

1. Licensee' Obligations. Upon termination of this Agreement, the Licensee, at its sole cost and expense, must restore the Licensed Premises as nearly as practicable to its condition as of the Effective Date, including, without limitation: (1) replacement and grading of all topsoil removed by the Licensee, if and to the extent applicable; (2) restoration of all fences, sidewalks, plantings, landscaping, and improvements as nearly as practicable to the condition immediately preceding the installation of the Improvements, if disturbed, damaged, or removed by the Licensee; and (3) replacement of any and all asphalt, paving, or cement removed or damaged by the Licensee.

2. Failure to Restore. In the event that the Licensee fail or refuse to restore the Licensed Premises in accordance with Section 9.B.1 of this Agreement within a reasonable period of time after receipt of written notice from the Village, the Village has the right, but not the obligation, to perform and complete the restoration, and to charge the Licensee for all actual, reasonable costs and expenses, including reasonable legal and administrative costs incurred by the Village, for such work. If the Licensee does not fully reimburse the Village for such costs, the Village has the right to place a lien on the Licensee's Property for all such costs and expenses in the manner provided by law. The rights and remedies provided in this Section 9.B.2 are in addition to, and not in limitation of, any other rights and remedies otherwise available to the Village.

C. Survival of Obligations. All obligations of the Licensee pursuant to this Agreement that have not been fully performed as of the termination of this Agreement survive such termination, including, without limitation, the liability and indemnity obligations set forth in Section 7 of this Agreement, and the restoration obligations set forth in Section 9.B of this Agreement.

SECTION 10. ENFORCEMENT.

A. Enforcement. The Village and the Licensee may, in law or in equity, by suit, action, mandamus or any other proceeding, including, without limitation, specific performance, enforce or compel the performance of this Agreement; provided, however, that the Licensee agree that they will not seek, and do not have the right to seek, recovery of a judgment for monetary damages against the Village or any Village elected or appointed officials, agents, representatives, attorneys or employees on account of the negotiation, execution, or breach of any of the terms and conditions of this Agreement.

B. Prevailing Party. In the event of a judicial proceeding brought by one party against the other party or parties, the prevailing party or parties in the judicial proceeding are entitled to reimbursement from the unsuccessful party or parties of all costs and expenses, including reasonable attorneys' fees, incurred in connection with the judicial proceeding.

SECTION 11. GENERAL PROVISIONS.

A. Notices. All notices required or permitted to be given under this Agreement must be given by the parties by: (i) personal delivery; (ii) deposit in the United States mail, enclosed in a sealed envelope with first class postage thereon; or (iii) deposit with a nationally recognized overnight delivery service, addressed as stated in this Section 12.A. The address of any party may be changed by written notice to the other parties. Any mailed notice will be deemed to have been given and received within three days after the same has been mailed and any notice given by overnight courier will be deemed to have been given and received within 24 hours after deposit. Notices and communications to the parties will be addressed to, and delivered at, the following addresses:

If to the Village:	Village of Winnetka 510 Green Bay Road Winnetka, IL 60093 Attention: Village Manager
with a copy to:	Elrod Friedman LLP 325 N. LaSalle Street, Suite 450 Chicago, IL 60654 Attention: Peter Friedman, Village Attorney
If to the Owner:	543 Lincoln Avenue, LLC 825 Green Bay Road, Suite 100 Wilmette, IL 60091

If to the Operator: Hometown Coffee & Juice
749 Elm Street
Winnetka, IL 60093
Attention: Lou Rubin

B. Time of the Essence. Time is of the essence in the performance of all of the terms and conditions of this Agreement.

C. Amendments. No amendment or modification to this Agreement will be effective until it is reduced to writing and approved and executed by all parties to this Agreement in accordance with all applicable statutory procedures.

D. Authority To Execute. The Village hereby warrants and represents to the Licensee that the persons executing this Agreement on its behalf have been properly authorized to do so by the Village. The Licensee hereby warrants and represents to the Village that the Licensee has the full and complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth in this Agreement.

E. Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement are cumulative and are not exclusive of any other such rights, remedies, and benefits allowed by law.

F. Non-Waiver. The Village will be under no obligation to exercise any of the rights granted to it in this Agreement. The failure of the Village to exercise at any time any right granted to the Village will not be deemed or construed to be a waiver of that right, nor will the failure void or affect the Village's right to enforce that right or any other right.

G. Governing Law. This Agreement will be governed by, construed, and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois.

H. Severability. If any provision of this Agreement is construed or held to be void, invalid, illegal, or unenforceable in any respect, the remaining part of that provision and the remaining provisions of this Agreement will not be affected, impaired, or invalidated thereby, but remain in full force and effect. The unenforceability of any provision of this Agreement does not affect the enforceability of that provision in any other situation.

I. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements and negotiations between the parties, whether written or oral, relating to the License granted pursuant to this Agreement.

J. Interpretation. This Agreement will be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement will be construed as though all parties participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party is not applicable to this Agreement.

K. Exhibits. Exhibits A through C attached hereto are, by this reference, incorporated in and made a part of this Agreement. In the event of a conflict between an exhibit and the text of this Agreement, the text of this Agreement controls.

L. No Third Party Beneficiaries. No claim as a third party beneficiary under this Agreement by any person may be made, or be valid, against the Village or the Licensee.

M. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed to constitute a duly authorized original.

[SIGNATURE PAGE IMMEDIATELY FOLLOWS]

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed, effective as of the date first written above.

ATTEST:

By: _____

Its: _____

THE VILLAGE OF WINNETKA

By: _____

Its: _____

ATTEST:

By: _____
Name: _____
Its: _____

543 LINCOLN AVENUE, LLC

By: _____
Name: _____
Its: _____

ATTEST:

By: _____
Name: _____
Its: _____

HOMETOWN COFFEE & JUICE, LLC

By: _____
Name: _____
Its: ___

EXHIBIT I

DESCRIPTION OF LICENSEE'S PROPERTY

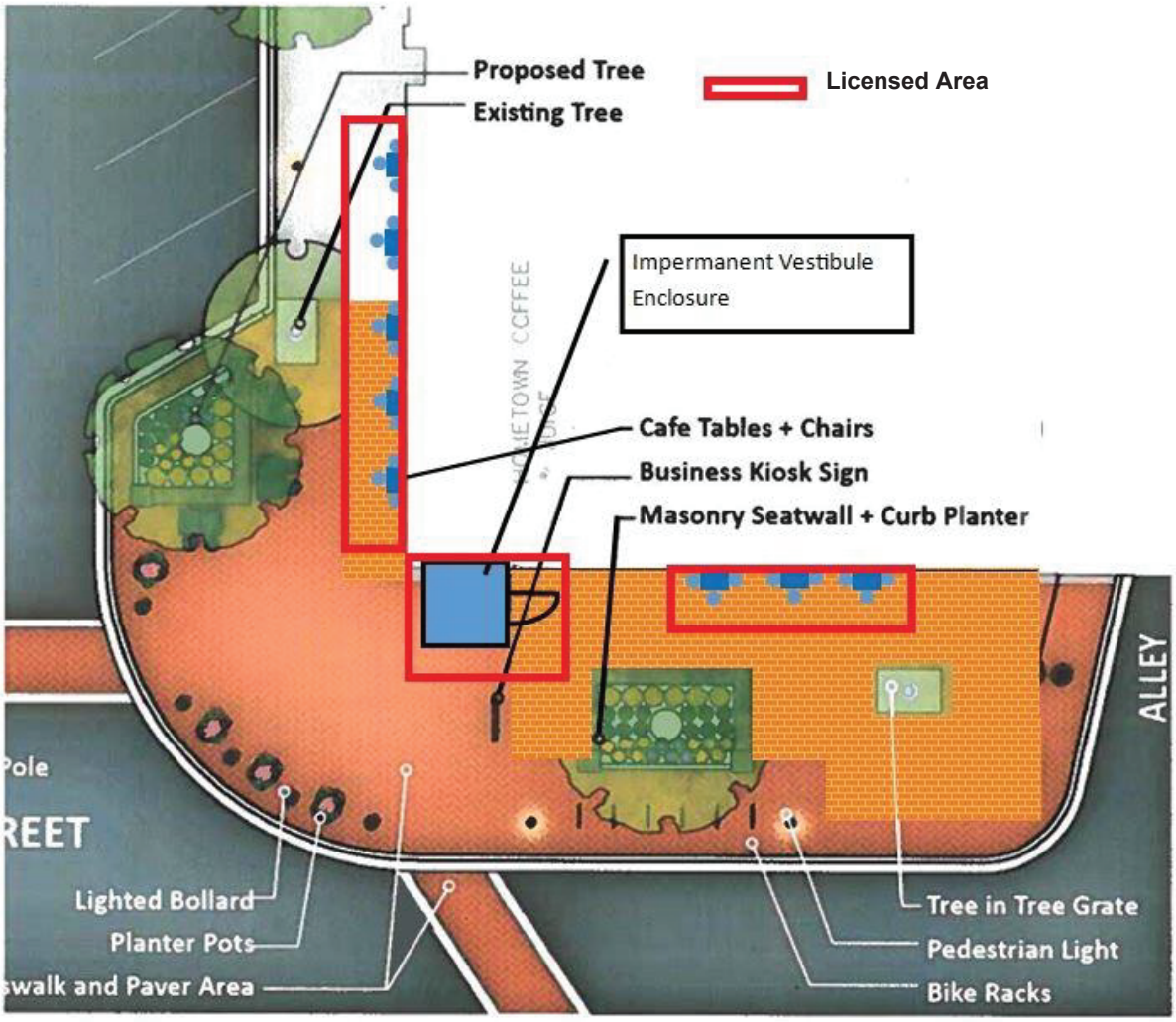
749 Elm Street, Winnetka, Illinois

EXHIBIT II

DEPICTION OF LICENSED PREMISES

Proposed Outdoor Seating Area for Hometown Coffee and Juice, 749 Elm Street, Winnetka

Requested chairs: 24; Requested tables: 8



N

EXHIBIT III

PLANS

To: Winnetka Village Council

From: Lou Rubin

Date: 12/8/2021

Re: Winter Vestibule

I am writing to request permission to install a seasonal outdoor vestibule. It is very difficult to keep the shop warm with the doors constantly opening and it takes away from the customer experience we strive so hard to provide. We experienced the same issue in our Glencoe location and after exploring all options (air curtains, indoor vestibule, additional indoor heaters, etc) we went with an outdoor vestibule which has proven to be the best solution.

The turnaround time from order date to installation is approximately 4-6 weeks, so depending on timing on your end (if you approve), we would anticipate an installation date sometime early February.

The expected use would be seasonally from November through April. The location would be at main entrance on Lincoln and Elm.

Please find the following items attached:

- Building permit application
- Vestibule details (including rating of material and wind rating)
- Site plan from architect
- Plan sheet demonstrating compliance with the Illilnois Accessibility Code.

Thanks for your consideration.

Lou Rubin

Village of Winnetka
Community Development
510 Green Bay Rd.
Winnetka IL 60093
(847) 716-3520

Building Permit Application

Permit #: _____ **Date:** _____

Permit Address 749 Elm Street **Winnetka, IL 60093**

Description of Work Winter Vestibule

Estimated Construction Cost $ $3500

CONSTRUCTION COST includes cost of all materials and labor. The applicant hereby certifies that the total value of construction as stated above is an accurate and truthful estimate of the total value of all labor and materials for the new construction or improvement, including all finish work, painting, roofing, electrical, plumbing, HVAC, paving as well as any general contractor's fee. The general contractor's fee shall be included even if the owner and general contractor are the same. **The Village may request submittal of sign contract(s) to verify construction cost estimate.**

Square Footage of Building/Structure Work Area (complete applicable sections)

a. Newly constructed building areas (new principal or accessory structures, additions) _____ sq. ft.
b. Remodeled building areas (kitchens, baths, etc.) _____ sq. ft.
c. Total (a+b) _____ sq. ft.

Property Owner Information

Name Hoffman Properties / 543 Lincoln Ave LLC

Address 825 Greenbay Road Suite 100 **City** Wilmette **State** IL

Daytime Phone (847) 828-3340 **Email** Jepstein@hoffmanncre.com

Primary Contact *(Note: all correspondence will be with the primary contact)*

Name Lou Rubin Phone [redacted]

Email Lou@hometowncoffeejuice.com

Architect's Information ☐ **Not Applicable**

Name Debbie Winchester / Chicago Design Network Phone _____

Address 850 West Jackson Blvd City Chicago State IL Zip 60657

Email Debbie.winchester@chicagodesignnetwork.com

General Contractor's Information

Name Sign Solutions (awning company) Phone _____

Address 58 Lombard Cir City Lombard State IL Zip 60148

Email [redacted]

Revised 10.11.2021

Village of Winnetka
Community Development
510 Green Bay Rd.
Winnetka IL 60093
(847) 716-3520

Submittal Requirements:

Please refer to the appropriate checklist for your particular type of permit work for application submittal requirements. All items identified on the checklist(s) must be submitted with this application form in order for the application to be deemed complete.

Disclosure & Signatures:

The information submitted in this Building Permit Application may be used by the Village of Winnetka and/or any of its contractors or consultants. By signing below you certify that:

- *the information and exhibits herewith are true and correct;*
- *you are the owner of record of the named property, the proposed work is authorized and that the registered professional or contractor submitting the application is authorized to do so;*
- *you agree to conform to all applicable laws, statutes, ordinances, and codes of this jurisdiction, including those adopted by reference; and*
- *if the permit sought is approved, the permit work will be completed in accordance with the Village Codes and within the scope of work described in the application and the approved construction documents*

Application for a permit shall constitute the owner's consent to all inspections of the permit work that may be required pursuant to the Village Codes and to the right of all building officers to enter onto the premises during reasonable hours to conduct su

Signature of Property Owner: [redacted] *Date:* 12/7/21

Print Name: Jenn Epstein

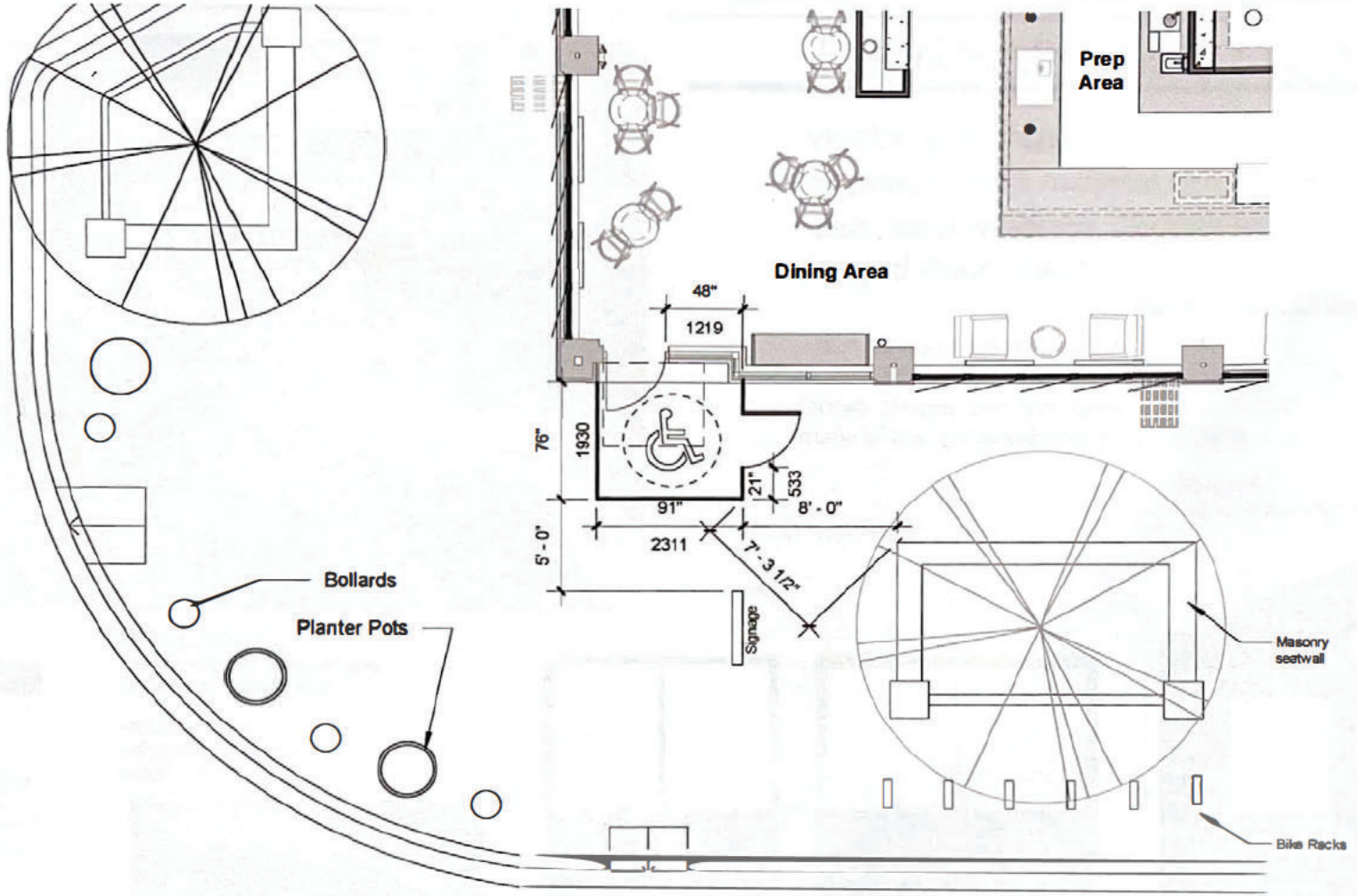
Signature of Owner's Authorized Designee: _____ *Date:* _____

(Must attach Designee Form)

Print Name: _____

Relationship to Property Owner: _____

Attachment B
Applicant's proposed Vestibule
Site Plan



1 Floor 1 Construction Plan With Vestibule
1/8" = 1'-0"

CHICAGO DESIGN NETWORK

850 West Jackson Blvd
Suite 850
Chicago, Illinois 60607

HOMETOWN
COFFEE & JUICE

Proposed Seasonal Vestibule Plan

Hometown Coffee & Juice

749 Elm Street, Winnetka IL 60093

Vestibule Plan
20 4515.01
1/8" = 1'-0"
12/06/21

CSK-1

Attachment C
Applicant's proposed Vestibule
Fabrication Details

Exterior Vestibule Enclosure

-welded galvanized tube framework
-applied Firesist material throughout - black
-clear vinyl windows stitched in as shown
-hinged door 36x84

Black FIRESIST material

- non corrosive fasteners into Paver base as well as brick fascia and above canopy (above canopy also fabricated out of FIRESIST material and galvanized tube framework)

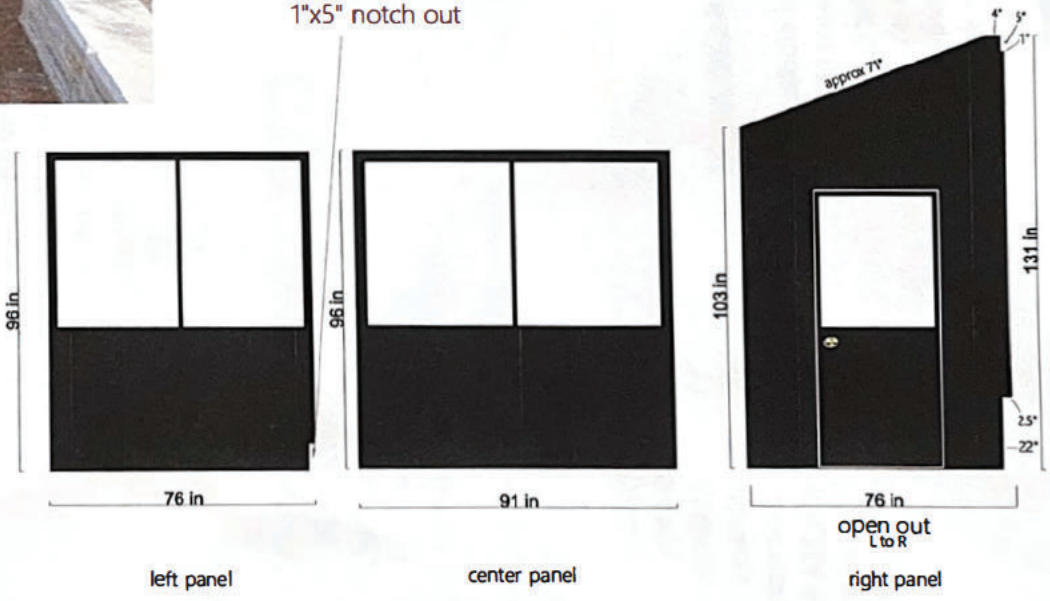
Fire Rating

TECHNICAL DATA

Wind Rating

rated for 90mph in 3 second bursts
(All National Building Codes)

wheelchair access
(36" door on vestibule and building entrance)



SIGN Solutions, Inc.
tonybauer89@gmail.com
847-308-5581
DESIGN • FABRICATION • INSTALLATION • PROJECT MANAGEMENT

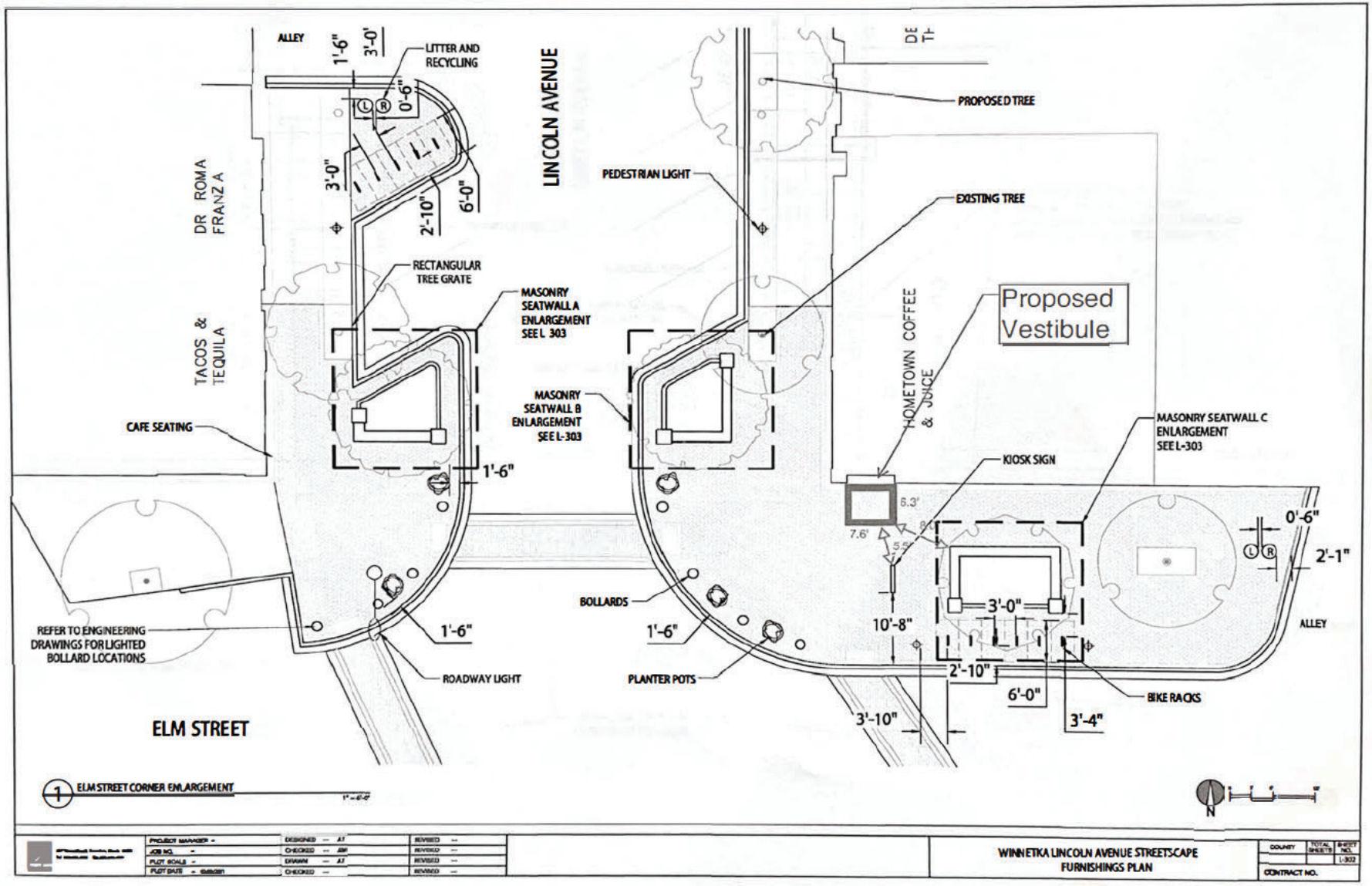
COMMENTS

hometown coffee
729 elm st
winnetka

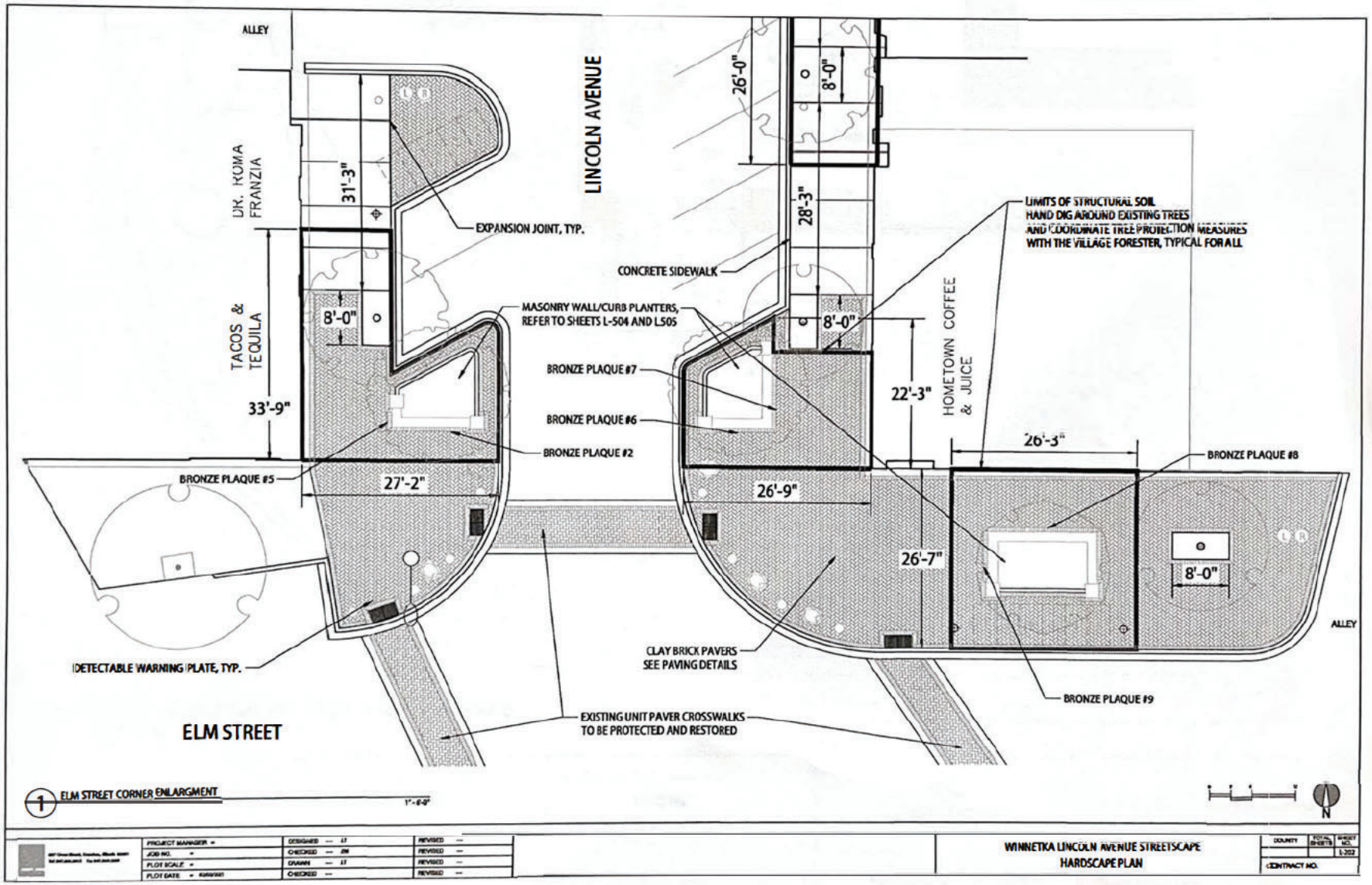
ACCOUNT REPRESENTATIVE
CLIENT
DRAWN BY

This is an original, unpublished drawing submitted in connection with a project we are planning for you. This is not to be copied or reproduced in any way without written permission from Sign Solutions Inc. Artwork is exclusive property of Sign Solutions Inc.

Attachment D
Village Streetscape
reference drawings
Furnishings Plan



Attachment E
Village Streetscape
reference drawings
Hardscape Plan



Agenda Item Executive Summary

Title: Resolution No. R-27-2022: Parkway Tree Planting Contract (Adoption)

Presenter: Andrew Lueck, Village Forester

Agenda Date: 02/15/2022

Consent: ✔ YES ☐ NO

☐ Ordinance
✔ Resolution
✔ Bid Authorization/Award
☐ Policy Direction
☐ Informational Only

Item History:

The FY 2022 Village budget contains $65,000 for planting trees on Village parkways and rights-of-way, in account 100.35.26-545.

Executive Summary:

On January 31, 2022, the Village held a bid opening for the 2022 Tree Planting Program. This is a multi-year contract with the possibility of an extension through 2023 and 2024 if both the Village and contractor are in agreement. The program includes the planting of approximately 202 trees on Village parkways in 2022.The request called for itemized pricing of various tree species at specified sizes and quantities. Three firms responded to the request, and their bids are summarized as follows:

Langton Group - $54,610.84 total cost
Acres Group - $62,669 total cost
St. Aubin Nursery - Incomplete bid

Langton Group provided the lowest bid on 57 species-size combinations, with an associated quantity of 185 trees. Acres Group provided the lowest bid on 5 species-size combinations, with an associated quantity of 17 trees. St. Aubin Nursery did not provide the lowest bid on any species-size combination, and provided no bid on 13 combinations. The St. Aubin Nursery bid was therefore considered to be incomplete.

The Village of Winnetka has not previously contracted with Langton Group. Therefore, references were checked for contracts completed by Langton Group similar in scope to Winnetka's tree planting program. All references gave a favorable review of the firm and their completed work.

Based on the above information, Village staff recommends awarding the 2022 Parkway Tree Planting contract to Langton Group. Resolution No. R-27-2022 awards a contract to Langton Group for Parkway Tree Planting in an amount not to exceed $65,000 in 2022.

Recommendation:

Consider adopting Resolution No. R-27-2022, awarding a contract to Langton Group for Parkway Tree Planting in 2022, for an annual amount not to exceed $65,000.

Attachments:

1. Resolution No. R-27-2022: Awarding a Contract to the Langton Group for the Purchase and Planting of Parkway Trees

2. 2022 Tree Planting Program Contract

3. Bid Tabulation

RESOLUTION NO. R-27-2022

A RESOLUTION AWARDING A CONTRACT TO THE LANGTON GROUP FOR THE PURCHASE AND PLANTING OF PARKWAY TREES

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution authorizes the Village of Winnetka (***"Village"***) to contract with individuals, associations, and corporations in any manner not prohibited by law or ordinance; and

WHEREAS, the Village has appropriated funds for the purchase and planting of trees on Village-owned parkways (***"Work"***); and

WHEREAS, the Village requested bids for the performance of the Work; and

WHEREAS, the Village received bids for the Work from three bidders and opened the bids on January 31, 2022; and

WHEREAS, pursuant to Chapter 4.12 of the Village Code and the Village's purchasing manual, the Village Council has determined that the Langton Group (***"Contractor"***) is the lowest responsible bidder for the Work; and

WHEREAS, the Village Council desires to enter into a contract with Contractor for Contractor to perform the Work in an amount not to exceed $65,000.00 (***"Contract"***); and

WHEREAS, the Village Council has determined that it is in the best interests of the Village and its residents to award the Contract to Contractor;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the Village of Winnetka, Cook County, Illinois, as follows:

SECTION 1: RECITALS. The Village Council adopts the foregoing recitals as its findings, as if fully set forth herein.

SECTION 2: APPROVAL OF CONTRACT. The Village Council hereby approves the Contract in substantially the form attached as **Exhibit A**, and in a final form approved by the Village Attorney.

SECTION 3: AUTHORIZATION TO EXECUTE CONTRACT. The Village Council hereby authorizes and directs the Village President and the Village Clerk to execute and attest, respectively, on behalf of the Village, the final Contract.

SECTION 4: AUTHORIZATION TO EXERCISE OPTION TO EXTEND CONTRACT. The Village Manager is hereby authorized, in his discretion, to exercise the two options to extend the term of the Contract for an additional years upon the terms set forth in the Contract.

SECTION 5: EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval according to law.

ADOPTED this 15th day of February 2022, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

Signed

_____

Village President

Countersigned:

_____

Village Clerk

EXHIBIT A

CONTRACT

ATTACHMENT 2

VILLAGE OF WINNETKA

RFB #021-024

CONTRACT FOR

2022 Tree Planting Program

Full Name of Bidder: Langton Group ("Bidder")
Principal Office Address: 4510 Dean Street, Woodstock, IL. 60098
Local Office Address: 4510 Dean Street, Woodstock, IL 60098
Contact Person: Maria Urizar Telephone Number: 773-882-5209

TO: Village of Winnetka ("Owner")
510 Green Bay Road
Winnetka, IL 60093
Attention: Assistant Finance Director

Bidder warrants and represents that Bidder has carefully examined the Work Site described below and its environs and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos. 1, 2 *[if none, write "NONE"], which are securely stapled to the end of this Contract.*

1. Work Proposal

A. Contract and Work. If this Contract is accepted, Bidder proposes and agrees that Bidder shall, at its sole cost and expense, provide, perform, and complete, in the manner specified and described, and upon the terms and conditions set forth, in this Contract and Owner's written notification of acceptance in the form included in this bound set of documents, all of the following, all of which is herein referred to as the "Work":

1. Labor, Equipment, Materials and Supplies. Provide, perform, and complete, in the manner specified and described in this Contract/Proposal, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary for the ***2022 Tree Planting Program***.

2. Permits. Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith;

3. Bonds and Insurance. Procure and furnish all bonds and all insurance certificates specified in this Contract;

4. Taxes. Pay all applicable federal, state, and local taxes;

5. Miscellaneous. Do all other things required of Bidder by this Contract; and

6. Quality. Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with highest standards of professional and construction practices, in full compliance with, and as required by or pursuant, to this Contract, and with the greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged, and first quality equipment, materials, and supplies.

B. Performance Standards. If this Contract is accepted, Bidder proposes and agrees that all Work shall be fully provided, performed, and completed in accordance with the ***specifications and special conditions attached hereto and by this reference made a part of this Contract (Attachment A).*** No provision of any referenced standard, specification, manual or code shall change the duties and responsibilities of Owner or Bidder from those set forth in this Contract. Whenever any equipment, materials, or supplies are specified or described in this Contract by using the name or other identifying feature of a proprietary product or the name or other identifying feature of a particular manufacturer or vendor, the specific item mentioned shall be understood as establishing the type, function, and quality desired. Other manufacturers' or vendors' products may be accepted, provided that the products proposed are equivalent in substance and function to those named as determined by Owner in its sole and absolute discretion.

C. Responsibility for Damage or Loss. If this Contract is accepted, Bidder proposes and agrees that Bidder shall be responsible and liable for, and shall promptly and without charge to Owner repair or replace, damage done to, and any loss or injury suffered by, Owner, the Work, the Work Site, or other property or persons as a result of the Work.

D. Inspection/Testing/Rejection. Owner shall have the right to inspect all or any part of the Work and to reject all or any part of the Work that is, in Owner's judgment, defective or damaged or that in any way fails to conform strictly to the requirements of this Contract and Owner, without limiting its other rights or remedies, may require correction or replacement at Bidder's cost, perform or have performed all Work necessary to complete or correct all or any part of the Work that is defective, damaged, or nonconforming and charge Bidder with any excess cost incurred thereby, or cancel all or any part of any order or this Contract. Work so rejected may be returned or held at Bidder's expense and risk.

2. Contract Price Proposal

If this Contract is accepted, Bidder proposes, and agrees, that Bidder shall take in full payment for all Work and other matters set forth under Section 1 above, including overhead and profit; taxes, contributions, and premiums; and compensation to all subcontractors and suppliers, the compensation set forth below.

A. Schedule of Prices. For providing, performing, and completing all Work, including performance bond procurement,

the ***Village will not pay more than the line item prices as outlined in Attachment A.***

B. Basis for Determining Prices. It is expressly understood and agreed that:

1. All prices stated in the Schedule of Prices are firm and shall not be subject to escalation or change;

2. Owner is not subject to state or local sales, use, and excise taxes, that no such taxes are included in the Schedule of Prices, and that all claim or right to claim any additional compensation by reason of the payment of any such tax is hereby waived and released;

3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work are included in the Schedule of Prices; *and*

4. Any items of Work not specifically listed or referred to in the Schedule of Prices, or not specifically included for payment under any Unit Price Item, shall be deemed incidental to the Contract Price, shall not be measured for payment, and shall not be paid for separately except as incidental to the Contract Price, including without limitation extraordinary equipment repair, the cost of transportation, packing, cartage, and containers, the cost of preparing schedules and submittals, the cost or rental of small tools or buildings, the cost of utilities and sanitary conveniences, and any portion of the time of Bidder, its superintendents, or its office and engineering staff.

C. Time of Payment. It is expressly understood and agreed that all payments shall be made in accordance with the following schedule:

Invoice to Village upon Work completion. Payment upon acceptance by Village.

All payments may be subject to deduction or set off by reason of any failure of Bidder to perform under this Contract/Proposal.

3. Contract Time

If this Contract is accepted, Bidder proposes and agrees that Bidder shall commence the Work within 10 days after Owner's acceptance of the Contract provided Bidder shall have furnished to Owner all bonds and all insurance certificates specified in this Contract (the "Commencement Date"). If this Contract is accepted, Bidder proposes and agrees that Bidder shall perform the Work diligently and continuously and shall complete the Work by ***December 15, 2022.***

4. Financial Assurance

A. Bonds. Each Bidder's Proposal shall be accompanied by a security deposit of at least 10 percent of the Bidder's Price Proposal in the form of (1) a Cashier's Check or Certified Check drawn on a solvent bank insured by the Federal Deposit Insurance Corporation and payable without condition to Owner or (2) a Bid Bond in a form satisfactory to Owner from a surety company licensed to do business in the State of Illinois with a general rating of A minus and a financial size category of Class X or better in Best's Insurance Guide. Furthermore, the awarded bidder must furnish performance and payment bonds totaling 100% of the contract amount no less than fourteen (14) days prior to the Contract start date.

B. Insurance. If this Contract is accepted, Bidder proposes and agrees that Bidder shall provide certificates of insurance evidencing the minimum insurance coverage and limits set forth below within 10 days after Owner's acceptance of this Contract. Such insurance shall be in form, and from companies, acceptable to Owner and shall name Owner, including its Council members and elected and appointed officials, its officers, employees, agents, attorneys, consultants, and representatives, as an Additional Insured. The insurance coverage and limits set forth below shall be deemed to be minimum coverage and limits and shall not be construed in any way as a limitation on Bidder's duty to carry adequate insurance or on Bidder's liability for losses or damages under this Contract. The minimum insurance coverage and limits that shall be maintained at all times while providing, performing, or completing the Work are as follows:

1. Workers' Compensation and Employer's Liability

   Limits shall not be less than:

   Worker's Compensation: Statutory

   Employer's Liability: $500,000 each accident-injury; $500,000 each employee-disease; $500,000 disease-policy.

   Such insurance shall evidence that coverage applies to the State of Illinois and provide a waiver of subrogation in favor of Owner.

2. Commercial Motor Vehicle Liability

   Limits for vehicles owned, non-owned or rented shall not be less than:

   $1,000,000 Bodily Injury and Property Damage Combined Single Limit

3. Commercial General Liability

   Limits shall not be less than:

   $1,000,000 Bodily Injury and Property Damage Combined Single Limit.

   Coverage is to be written on an "occurrence" basis. Coverage to include:

   - Premises Operations
   - Products/Completed Operations
   - Independent Contractors
   - Personal Injury (with Employment Exclusion deleted)
   - Broad Form Property Damage Endorsement
   - "X," "C," and "U"
   - Contractual Liability

     Contractual Liability coverage shall specifically include the indemnification set forth below.

4. Umbrella Liability

   Limits shall not be less than:

   $2,000,000 Bodily Injury and Property Damage Combined Single Limit.

   This Coverage shall apply in excess of the limits stated in 1, 2, and 3 above.

C. Indemnification. If this Contract is accepted, Bidder proposes and agrees that Bidder shall indemnify, save harmless, and defend Owner against all damages, liability, claims, losses, and expenses (including attorneys' fees) that may arise, or be alleged to have arisen, out of or in connection with Bidder's performance of, or failure to perform, the Work or any part thereof, or any failure to meet the representations and warranties set forth in Section 6 of this Contract.

D. Penalties. If this Contract is accepted, Bidder proposes and agrees that Bidder shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Bidder's performance of, or failure to perform, the Work or any part thereof.

5. Firm Contract

All prices and other terms stated in this Contract are firm and shall not be subject to withdrawal, escalation, or change provided Owner accepts this Contract within 45 days after the date the bidder's contract proposal is opened.

6. Bidder's Representations and Warranties

To induce Owner to accept this Contract, Bidder hereby represents and warrants as follows:

A. The Work. The Work, and all of its components, (1) shall be of merchantable quality; (2) shall be free from any latent or patent defects and flaws in workmanship, materials, and design; (3) shall strictly conform to the requirements of this Contract, including without limitation the performance standards set forth in Section 1B of this Contract; and (4) shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract and the warranties expressed herein shall be in addition to any other warranties expressed or implied by law, which are hereby reserved unto Owner. Bidder, promptly and without charge, shall correct any failure to fulfill the above warranty at any time within ***five*** years after final payment or such longer period as may be prescribed in the performance standards set forth in Section 1B of this Contract or by law. The above warranty shall be extended automatically to cover all repaired and replacement parts and labor provided or performed under such warranty and Bidder's obligation to correct Work shall be extended for a period of two years from the date of such repair or replacement. The time period established in this Section 6A relates only to the specific obligation of Bidder to correct Work and shall not be construed to establish a period of limitation with respect to other obligations that Bidder has under this Contract.

B. Compliance with Laws. The Work, and all of its components, shall be provided, performed, and completed in compliance with, and Bidder agrees to be bound by, all applicable federal, state, and local laws, orders, rules, and regulations, as they may be modified or amended from time to time, including without limitation the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 et seq. and any other prevailing wage laws; any statutes requiring preference to laborers of specified classes; the Illinois Steel Products Procurement Act, 30 ILCS 565/1 et seq.; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification; and any statutes regarding safety or the performance of the Work.

C. Prevailing Wage Act. **All work activities shall comply with the Prevailing Wage Act.**

D. Not Barred. Bidder is not barred by law from contracting with Owner or with any other unit of state or local government as a result of (i) a violation of either Section 33E-3 or Section 33E-4 of Article 33 of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.; or (ii) a violation of the USA Patriot Act of 2001, 107 Public Law 56 (October 26, 2001) (the "Patriot Act") or other statutes, orders, rules, and regulations of the United States government and its various executive departments, agencies and offices related to the subject matter of the Patriot Act, including, but not limited to, Executive Order 13224 effective September 24, 2001. Bidder 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 Bidder 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.

E. Qualified. Bidder has the requisite experience, ability, capital, facilities, plant, organization, and staff to enable Bidder to perform the Work successfully and promptly and to commence and complete the Work within the Contract Price and Contract Time set forth above.

7. Acknowledgements

In submitting this Contract, Bidder acknowledges and agrees that:

A. Reliance. Owner is relying on all warranties, representations, and statements made by Bidder in this Contract.

B. Reservation of Rights. Owner reserves the right to reject any and all proposals, reserves the right to reject the low price proposal, and reserves such other rights as are set forth in the Instructions to Bidders.

C. Acceptance. If this Contract is accepted, Bidder shall be bound by each and every term, condition, or provision contained in this Contract and in Owner's written notification of acceptance in the form included in this bound set of documents.

D. Remedies. Each of the rights and remedies reserved to Owner in this Contract shall be cumulative and additional to any other or further remedies provided in law or equity or in this Contract.

E. Time. Time is of the essence for this Contract and, except where stated otherwise, references in this Contract to days shall be construed to refer to calendar days.

F. No Waiver. No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by Owner, whether before or after Owner's acceptance of this Contract; nor any information or data supplied by Owner, whether before or after Owner's acceptance of this Contract; nor any order by Owner for the payment of money; nor any payment for, or use, possession, or acceptance of, the whole or any part of the Work by Owner; nor any extension of time granted by Owner; nor any delay by Owner in exercising any right under this Contract; nor any other act or

omission of Owner shall constitute or be deemed to be an acceptance of any defective, damaged, or nonconforming Work, nor operate to waive or otherwise diminish the effect of any representation or warranty made by Bidder; or of any requirement or provision of this Contract; or of any remedy, power, or right of Owner.

G. Severability. The provisions of this Contract/ Proposal shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Contract shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provisions of this Contract shall be in any way affected thereby.

H. Amendments. No modification, addition, deletion, revision, alteration, or other change to this Contract shall be effective unless and until such change is reduced to writing and executed and delivered by Owner and Bidder, except that Owner has the right, by written order executed by Owner, to make changes in the Work ("Change Order"). If any Change Order causes an increase or decrease in the amount of the Work, then an equitable adjustment in the Contract Price or Contract Time may be made. No decrease in the amount of the Work caused by any Change Order shall entitle Bidder to make any claim for damages, anticipated profits, or other compensation.

I. Assignment. Neither this Contract, nor any interest herein, shall be assigned or subcontracted, in whole or in part, by Bidder except upon the prior written consent of Owner.

J. Governing Law. This Contract, and the rights of the parties under this Contract shall be interpreted according to the internal laws, but not the conflict of law rules, of the State of Illinois. Every provision of law required by law to be inserted into this Contract/Proposal shall be deemed to be inserted herein.

Dated: January 28, 2022

Bidder's Status: ( ) X Corporation (State) ( ) _____ Partnership (State) ( ) Individual Proprietor

Bidder's Name:
Langton Snow Solutions

Doing Business As (if different):
Langton Group

Signature of Bidder or Authorized Agent:
[redacted]

(corporate seal) (if corporation)

Printed Name: Kyle Cook

Title/Position: Director of Sales

Bidder's Business Address:
4510 Dean St.
Woodstock, IL 60098

Bidder's Business Telephone: 815-338-2630 Facsimile: 815-338-2634

If a corporation or partnership, list all officers or partners:

NAME	TITLE	ADDRESS
Joe Langton	President	
John Langton	Vice-President	
John Langton	Secretary	
Joe Langton	Treasurer	

SCHEDULE OF PRICES

PARKWAY TREE SPECIES	DIAMETER SIZE	APPROX. QTY.	FURNISHED AND PLANTED TOTAL COST PER TREE
Bald Cypress (Taxodium distichum)	2"	4	$256.43 $1025.72
	3"	1	$309.99 $309.99
Beech (Fagus sylvatica)	2"	4	$263.13 $1052.52
	3"	1	$390.33 $390.33
Birch, Whitespire (Betula populifolia) "Whitespire"	2"	2	$256.43 $512.86
	3"	1	$356.86 $356.86
Blackgum (Nyssa sylvatica)	2"	4	$263.13 $1052.52
	3"	1	$390.33 $390.33
Buckeye, Ohio (Aesculus glabra)	2"	5	$263.13 $1315.65
	3"	2	$350.16 $700.32
Buckeye, red (Aesculus pavia) *Substitute Showtime Crabapple	2"	4	$283.21 $1132.84
Catalpa (Catalpa speciosa)	2"	6	$263.13 $1578.78
	3"	2	$336.77 $673.54
Crabapple, red jewel (Malus Jewel Cole)	2"	3	$216.26 $648.78
Crabapple, Royal Raindrop (Malus „JKS-KW5")	2"	3	$216.26 $648.78
Dawn redwood (Metasequoia glyptostroboides)	2"	5	$263.13 $1315.65
	3"	2	$678.22 $1356.44
Dogwood, corneilan cherry (Cornus mas)	2"	4	$263.13 $1052.52
Elm Hybrid (Ulmus sp.) 'Princeton', 'New Horizon 'Triumph', 'Frontier'	2"	4	$222.96 $891.84
	3"	1	$316.69 $316.69
Ginkgo (Ginkgo Biloba Male only)	2"	6	$343.47 $2060.82
	3"	2	$410.42 $820.84
Hackberry (Celtis occidentalis)	2"	9	$236.35 $2127.15
	3"	2	$323.38 $646.76
Hickory, bitternut (Carya cordiformis)	2"	3	$263.13 $789.39

Hickory, shagbark (Carya ovata)	2" 3"	4 1	$ 403.72 $ 1614.88 $ 470.67 $ 470.67
Hophornbeam (Ostrya virginiana)	2"	4	$ 249.74 $ 998.96
Hornbeam, American (Carpinus caroliniana)	2" 3"	4 2	$ 229.65 $ 918.60 $ 316.69 $ 633.38
Hornbeam, European upright (Carpinus betulus "Fastigata")	2"	4	$ 263.13 $ 1052.52
Horsechestnut (Aesculus hippocastanum)	2"	4	$ 249.74 $ 998.96
Katsura tree (Cercidiphyllum japonicum)	2"	4	$ 263.13 $ 1052.52
Kentucky Coffeetree (Gymnocladus dioicus)	2" 3"	6 2	$ 243.04 $ 1458.24 $ 343.47 $ 686.94
Lilac, Japanese Tree (Syringa reticulata) 'Ivory Silk' 'Bailnce'	2"	7	$ 243.04 $ 1701.28
Lilac, Peking (Syringa pekinensis)	2"	2	$ 243.04 $ 486.08
Linden Silver (Tilia tomentosa)	2"	2	$ 229.65 $ 459.30
London Planetree (Platanus x acerifolia) "Morton Circle, "Bloodgood"	2" 3"	5 2	$ 216.76 $ 1083.80 $ 256.43 $ 512.86
Magnolia – Tree Form (Magnolia sp.)	2"	2	$ 276.52 $ 553.04
Maple, Tatarian (Acer tataricum	2"	3	$ 243.04 $ 729.12
Maple, State Street (*Acer miyabei* 'Morton' STATE STREET)	2" 3"	3 4	$ 236.35 $ 709.05 343.47 1373.88
Maple, Sugar (Acer saccharum "Balista" "Barrett Cole""Morton	2" 3"	3 1	$ 249.74 $ 749.22 $ 343.47 $ 343.47
Oak, Chinquapin (Quercus muehlenbergii)	2" 3"	6 2	$ 249.74 $ 1498.44 $ 323.38 $ 646.76
Oak, Shingle (Quercus imbricaria)	2" 3"	4 2	$ 236.35 $ 945.40 $ 289.91 $ 579.82

Oak, regal prince (Quercus robur x bicolor "Long")	2" 3"	2 2	$ 263.13 $ 526.26 $ 356.86 $ 713.72
Oak, Swamp White (Quercus bicolor)	3"	1	$ 309.99 $ 309.99
Redbud, Eastern (Cercus canadensis)	2"	4	$ 222.96 $ 891.84
Serviceberry (Amelanchier laevis, Amelanchier x grandiflora "Autumn Briliance")	2"	5	$ 263.13 $ 1315.65
Smoketree (Cotinus obovatus, coggygria)	2"	5	$ 263.13 $ 1315.65
Sweetgum (Liqnidambar styraciaflua)	2" 3"	4 2	$ 236.35 $ 945.40 $ 303.30 $ 606.60
Tuliptree (Liriodendron tulipifera)	2" 3"	4 2	$ 236.35 $ 945.40 $ 316.69 $ 633.38
Yellowwood (Caldrastis kentukea)	2" 3"	5 2	$ 263.13 $ 1315.65 $ 356.86 $ 713.72

total $55,655.87

VILLAGE OF WINNETKA
CONTRACT FOR 2022 TREE PLANTING PROGRAM

BID PACKAGE

BIDDER'S SWORN WORK HISTORY STATEMENT

Langton Group - Mario Urizar ("Deponent"), being first duly sworn on oath, deposes and states that all statements made in this Sworn Work History Statement are made on behalf of the undersigned Bidder in support of its Bidder's Proposal for the above Contract and that Deponent is authorized to make them.

Deponent also deposes and states that Bidder has carefully prepared, reviewed and checked this Sworn Work History Statement and that the statements contained in this Sworn Work History Statement are true and correct.

IF NECESSARY FOR FULL DISCLOSURE, ADD SEPARATE SHEETS

JOINT VENTURES MUST SUBMIT SEPARATE SWORN WORK HISTORY STATEMENTS FOR THE JOINT VENTURE AND FOR EACH SIGNATORY TO THE JOINT VENTURE AGREEMENT

1. **Nature of Business**

State the nature of Bidder's business: Tree Installation & general landscaping

2. **Composition of Work**

During the past three years, Bidder's work has consisted of:

40 % Federal	98 % As Contractor	___ % Bidder's Forces
30 % Other Public	2 % As Subcontractor	___ % Subcontractors
30 % Private		___ % Materials

3. **Years in Business**

State the number of years that Bidder, under its current name and organization, has been continuously engaged in the aforesaid business: 15 years

4. **Predecessor Organizations**

If Bidder has been in business under its current name and organization for less than five years, list any predecessor organizations:

NAME	ADDRESS	YEARS

5. **Business Licenses**

List all business licenses currently held by Bidder:

ISSUING AGENCY	TYPE	NUMBER	EXPIRATION

6. **Related Experience**

List three projects most comparable to the Work completed by Bidder, or its predecessors, in the past five years:

	PROJECT ONE	PROJECT TWO	PROJECT THREE
Owner Name	Bill Meyer	Sycamore Trees	Jim Barron
Owner Address	39W. 250 Herrington Blvd. Suite RP, Geneva, 60134	475 N. Cross St. Sycamore, 60178	Powers Rd. Woodstock, IL
Reference	Mill Creek SSA	City of Sycamore	Sweetwater Assoc.
Telephone Number	224-828-2081	815-895-4557	815-575-1124
Type of Work	Tree installation	Tree installation	General landscape construction & maintenance

	PROJECT ONE	PROJECT TWO	PROJECT THREE
Contractor (If Bidder was) (Subcontractor)	N/A	N/A	N/A
Amount of Contract	$30k	$35k	$50k
Date Completed	11/5/21	11/10/21	Current

DATED: January 28, , 2022

Bidder

By: Mario Urizar

Title: Account Executive

Attest

By: Kyle Cook

Title: Director of Sales

Subscribed and Sworn to before me on 1-28- , 2022.

[redacted]

Notary Public

My commission expires: 12/4, 2025

OFFICIAL SEAL
BRENDA L PORTALSKI
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 12/4/25

ACCEPTANCE

The Contract attached hereto and by this reference incorporated herein and made a part hereof is hereby accepted by the order of the Village of Winnetka ("Owner") as of _____, 20___.

This Acceptance, together with the Contract attached hereto, constitutes the entire and only agreement between the parties relating to the accomplishment of the Work and the compensation therefor and supersedes and merges any other prior or contemporaneous discussions, agreements, or understandings, whether written or oral, and shall prevail over any contradictory or inconsistent terms or conditions contained in any purchase order, acceptance, acknowledgement, invoice, or other standard form used by the parties in the performance of the Contract. Any such contradictory or inconsistent terms or conditions shall be deemed objected to by Owner without further notice of objection and shall be of no effect nor in any circumstances binding upon Owner unless accepted by Owner in a written document plainly labeled "Amendment to Contract." Acceptance or rejection by Owner of any such contradictory or inconsistent terms or conditions shall not constitute acceptance of any other contradictory or inconsistent terms or conditions.

VILLAGE OF WINNETKA

Signature: _____

Printed name: _____

Title: _____

ATTACHMENT 3

2022 Parkway Tree Planting Bids - Price per Tree Installed

			Unit Price Per Tree		
Species	Size	Est Qty.	Langton	St Aubin	Acres
Bald Cypress	2"	4	256.43	350.00	270.00
	3"	1	309.99	470.00	384.00
Beech	2"	4	263.13	370.00	282.00
	3"	1	390.33	480.00	420.00
Birch, Whitespire	2"	2	256.43	350.00	270.00
	3"	1	356.86	470.00	384.00
Blackgum	2"	4	263.13	370.00	278.00
	3"	1	350.16	470.00	430.00
Buckeye, Ohio	2"	5	283.21	309.00	278.00
	3"	2	350.16	430.00	400.00
Buckeye, Red	2"	4	283.21	NB	288.00
Catalpa	2"	6	263.13	309.00	270.00
	3"	2	356.77	439.00	360.00
Crabapple, red jewel	2"	3	216.26	NB	270.00
Crabapple, Royal Raindrop	2"	3	216.26	359.00	270.00
Dawn redwood	2"	5	263.13	NB	278.00
	3"	2	678.22	NB	384.00
Dogwood, corneilan cherry	2"	4	263.13	NB	278.00
Elm, Hybrid	2"	4	222.96	350.00	270.00
	3"	1	316.69	470.00	384.00
Ginkgo	2"	6	343.40	460.00	360.00
	3"	2	410.42	599.00	495.00
Hackberry	2"	9	236.35	350.00	278.00
	3"	2	323.38	470.00	400.00
Hickory, bitternut	2"	3	263.13	699.00	340.00
Hickory, shagbark	2"	4	403.72	699.00	340.00
	3"	1	470.67	999.00	485.00
Hophornbeam	2"	4	246.74	350.00	278.00
Hornbeam, American	2"	4	229.65	350.00	270.00
	3"	2	316.69	470.00	384.00
Hornbeam, European upright	2"	4	263.13	NB	350.00
Horsechestnut	2"	4	249.74	NB	278.00
Katsura tree	2"	4	263.13	NB	310.00
Kentucky Coffeetree	2"	6	243.04	365.00	278.00
	3"	2	343.47	480.00	400.00
Lilac, Japanese Tree	2"	7	243.04	365.00	278.00
Lilac, Peking	2"	2	243.04	365.00	278.00
Linden, Silver	2"	2	229.65	350.00	270.00
London Planetree	2"	5	216.26	350.00	270.00
	3"	2	256.43	465.00	384.00
Magnolia - Tree Form	2"	2	276.52	385.00	278.00
Maple, Tatarian	2"	3	243.04	350.00	278.00
Maple, State street	2"	3	236.35	NB	278.00
	2"	4	343.47	NB	400.00
Maple, Sugar	2"	3	249.74	350.00	278.00
	3"	1	343.47	470.00	400.00
Oak, Chinquapin	2"	6	249.74	370.00	278.00
	3"	2	323.38	495.00	400.00
Oak, Shingle	2"	4	236.35	370.00	278.00
	3"	2	289.91	495.00	400.00
Oak, Regal Prince	2"	2	263.13	NB	278.00
	3"	2	356.86	NB	400.00
Swamp White Oak	3"	1	309.99	439.00	400.00
Redbud, Eastern	2"	4	222.96	400.00	270.00
Serviceberry	2"	5	263.13	375.00	278.00
Smoketree	2"	5	263.13	375.00	384.00
Sweetgum	2"	4	236.35	385.00	278.00
	3"	2	303.30	495.00	400.00
Tuliptree	2"	4	236.35	370.00	278.00
	3"	2	316.69	490.00	400.00
Yellowwood	2"	5	263.13	450.00	278.00
	3"	2	356.86	NB	350.00

Agenda Item Executive Summary

Title: Resolutions No. R-28-2022 and R-29-2022: Establishing Manager and Department Head Salaries (Adoption)

Presenter: Robert M. Bahan, Village Manager

Agenda Date: 02/15/2022

Consent: ✔ YES ☐ NO

☐ Ordinance
✔ Resolution
☐ Bid Authorization/Award
☐ Policy Direction
☐ Informational Only

Item History:

None.

Executive Summary:

As required by Village Code, Resolution No. R-28-2022 approves and establishes the Village Manager's salary, while Resolution No. R-29-2022 establishes salaries for the Department Heads.

The resolutions provide that the salary changes are effective January 1, 2022. This is consistent with other employee pay adjustments.

Recommendation:

1. Consider adoption of Resolution No. R-28-2022, titled "A Resolution Approving and Establishing Changes in the Compensation of the Village Manager."

2. Consider adoption of Resolution No. R-29-2022 titled "A Resolution Approving and Establishing the Compensation of Department Heads Effective January 1, 2022."

Attachments:

1. Resolution No. R-28-2022: Approving and Establishing Changes in the Compensation of the Village Manager

2. Resolution No. R-29-2022: Approving and Establishing the Compensation of Department Heads Effective January 1, 2022

RESOLUTION NO. R-28-2022

A RESOLUTION
APPROVING AND ESTABLISHING
CHANGES IN THE COMPENSATION OF THE VILLAGE MANAGER

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

WHEREAS, pursuant to Section 2.12.040 of the Winnetka Village Code (***"Village Code"***), the compensation of the Village Manager shall be determined by the Council of the Village of Winnetka (***"Village Council"***); and

WHEREAS, the Village entered into a September 29, 2010 Employment Agreement with the Village Manager (***"Employment Agreement"***), pursuant to which the Village Council agreed to periodically review the Village Manager's compensation; and

WHEREAS, pursuant to its home rule authority, the Village Council has determined that it is the best interests of the Village to set the compensation for the Village Manager as set forth in this Resolution;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the Village of Winnetka, Cook County, Illinois, as follows

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

SECTION 2: APPROVAL OF BASE SALARY. In accordance with Section 2.12.040 of the Village Code and Section 5 of the Employment Agreement, the Village Council hereby approves and establishes the monthly base salary of the Village Manager as follows:

	Monthly Salary Effective January 1, 2022
Robert M. Bahan	$ 20,019.58

SECTION 3: APPROVAL OF ADDITIONAL COMPENSATION. In addition to the base salary established in Section 1 of this Resolution, the benefits and payments established in the Employment Agreement, and all other benefits available generally to Village employees, Village Manager Robert M. Bahan shall be paid a one-time bonus of $28,000.00.

SECTION 4: EFFECT OF RESOLUTION. Except for the salary and payment adjustments made pursuant to this Resolution, all provisions of the Employment Agreement remain in full force and effect, without change.

SECTION 5: REPEALER. Resolution R-17-2021 is hereby repealed in its entirety.

SECTION 5: EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval according to law.

ADOPTED this 15th day of February 2022, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

Signed

_____

Village President

Countersigned:

_____

Village Clerk

RESOLUTION NO. R-29-2022

A RESOLUTION
APPROVING AND ESTABLISHING
THE COMPENSATION OF DEPARTMENT HEADS
EFFECTIVE JANUARY 1, 2022

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

WHEREAS, pursuant to the Winnetka Village Code (***"Village Code"***), the compensation for the Village's department heads shall be fixed by the Village Manager with the approval of the Council of the Village of Winnetka (***"Village Council"***); and

WHEREAS, the Village Manager has fixed the compensation for the departments heads for 2022 as set forth in this Resolution; and

WHEREAS, pursuant to its home rule authority, the Village Council has determined that it is the best interests of the Village to approve the compensation for the Village's department heads for 2022 as set forth in this Resolution;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the Village of Winnetka, Cook County, Illinois, as follows

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

SECTION 2: APPROVAL OF BASE SALARIES. In accordance with the sections of the Winnetka Village Code referenced in the table below, the Village Council hereby approves and establishes the following monthly base salaries for the department heads:

Name and Title	**Monthly Salary Effective January 1, 2022**
Kristin Kazenas (Assistant Village Manager)	$ 14,166.67
David Schoon (Community Development Director)	$ 14,166.67
Brian L. Keys (Water & Electric Director)	$ 16,126.58
Marc Hornstein (Chief of Police)	$ 14,818.25
Timothy J. Sloth (Finance Director)	$ 15,000.00

Jim Bernahl (Engineering Director)	$ 14,204.42
Giovanni McLean * (Public Works Director)	$ 13,733.33 * Effective 2/15/2022
John Ripka (Fire Chief)	$ 14,049.75

SECTION 3: APPROVAL OF ADDITIONAL COMPENSATION. In addition to the base salaries established in Section 1 of this Resolution and all other benefits available generally to Village employees, the department heads listed in Section 1 of this Resolution (***"Department Heads"***) shall also receive the following additional compensation for 2022: (a) each of the Department Heads, after one year of successful employment, shall be entitled to an annual, lump sum payment of $3,500.00, which the Village Treasurer shall deposit, on behalf of each Department Head, into a qualified Internal Revenue Code Section 457 deferred compensation plan; (b) Director of Water and Electric Brian L. Keys shall be paid a one-time bonus of $12,500.00; (c) Community Development Director David Schoon shall be paid a one-time bonus of $7,500.00; (d) Assistant Village Manager Kristin Kazenas shall be paid a one-time bonus of $7,500.00; (e) Police Chief Marc Hornstein shall be paid a one-time bonus of $5,000.00; (f) Finance Director Timothy J. Sloth shall be paid a one-time bonus of $5,000.00, (g) Engineering Director Jim Bernahl shall be paid a one-time bonus of $5,000.00 and (h) Public Works Director Giovanni McLean shall be paid a one-time bonus of $5,000.00.

SECTION 4: REPEALER. Resolution R-18-2021 is hereby repealed in its entirety.

SECTION 5: EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval according to law.

[SIGNATURE PAGE FOLLOWS]

ADOPTED this 15th day of February 2022, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

Signed

_____

Village President

Countersigned:

_____

Village Clerk

Agenda Item Executive Summary

Title: Resolution No. R-30-2022: Waiving Bidding and Approving an Agreement with GovTemp USA, LLC for Temporary Staffing Services (Adoption)

Presenter: Kristin Kazenas, Assistant Village Manager

Agenda Date: 02/15/2022

Consent: ✔ YES ☐ NO

☐ Ordinance
✔ Resolution
☐ Bid Authorization/Award
☐ Policy Direction
☐ Informational Only

Item History:

None.

Executive Summary:

GovTempsUSA is a public-sector staffing firm that specializes in the temporary placement of positions in local government. The Village has previously utilized GovTempsUSA to assist with various temporary staffing needs for professional positions.

GovTempsUSA has provided a highly qualified temporary staff for the vacant position of Assistant Public Works Director. There is an active recruitment under way for the Assistant Public Works Director open position. The GovTempsUSA temporary staff support will provide critical operational support to the Public Works Department until the position is filled by a full time employee. The GovTempsUSA contract provides for 30-40 hours per week through April 30, 2022 in an amount not to exceed $80,000. This will allow sufficient time for the full-time Assistant Public Works Director position to be recruited and hired.

Funding for this temporary staffing support is available in the salary budgets in the Public Works Department due to position vacancies.

Recommendation:

Consider approving Resolution No. R-30-2022, Waiving Competitive Bidding and Approving an Agreement with GovTempUSA for Temporary Staffing Services

Attachments:

1. Resolution No. R-30-2022: Waiving Bidding and Approving an Agreement with GovTemp USA, LLC for Temporary Staffing Services

RESOLUTION NO. R-30-2022

A RESOLUTION WAIVING BIDDING AND APPROVING AN AGREEMENT WITH GOVTEMP USA, LLC FOR TEMPORARY STAFFING SERVICES

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

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution authorizes the Village to contract with individuals, associations, and corporations in any manner not prohibited by law or ordinance; and

WHEREAS, the Village desires to temporarily retain someone to temporarily perform the duties of the Assistant Director of Public Works (***"Temporary Staffing Services"***); and

WHEREAS, the Village has previously used GovTemp USA, LLC (***"Contractor"***) to provide the Village with Temporary Staffing Services; and

WHEREAS, there are few companies with a proven track record of providing Temporary Staffing Services to Illinois municipalities; and

WHEREAS, Village staff has recommended that the Village Council (i) waive competitive bidding for the Temporary Staffing Services pursuant to Section 4.12.010.C of the Village Code, Section 1V.3.D of the Village's Purchasing Manual, and the Village's home rule authority; and (ii) enter into an agreement with Contractor for Contractor to provide the Temporary Staffing Services; and

WHEREAS, the Village Council has determined that it is in the best interests of the Village to (i) waive competitive bidding for the Temporary Staffing Services; and (ii) enter into an agreement with Contractor for Contractor to provide the Temporary Staffing Services;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the Village of Winnetka, Cook County, Illinois, as follows:

SECTION 1: RECITALS. The Village Council adopts the foregoing recitals as its findings, as if fully set forth herein.

SECTION 2: WAIVER OF COMPETITIVE BIDDING. Pursuant to Sections 4.12.010.A and 4.12.010.C of the Village Code, Section IV.3.D of the Village's Purchasing Manual, and the Village's home rule authority, the Village Council waives the requirement of competitive bidding for the procurement of the Temporary Staffing Services.

SECTION 3: APPROVAL OF AGREEMENT. The Village Council approves an agreement with Contractor for Temporary Staffing Services (***"Agreement"***) in substantially the form attached to this Resolution as **Exhibit A** and in a final form approved by the Village Attorney.

SECTION 4: AUTHORIZATION TO EXECUTE AGREEMENT. The Village Council hereby authorizes and directs the Village President and the Village Clerk to execute and attest, respectively, on behalf of the Village, the final Agreement after receipt by the Village Manager of two executed copies of the final Agreement from Contractor; provided, however, that if the Village Manager does not receive two executed copies of the final Agreement from Contractor, within 60 days after the date of adoption of this Resolution, then this authority to execute and seal the Agreement will, at the option of the Village Council, be null and void.

SECTION 5: EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval by the vote of two-thirds of the Trustees.

ADOPTED this 15th day of February, 2022, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

Signed

_____

Village President

Countersigned:

_____

Village Clerk

EXHIBIT A

Agreement

EMPLOYEE LEASING AGREEMENT

THIS EMPLOYEE LEASING AGREEMENT (this "Agreement") is made by and between **GOVTEMPUSA, LLC**, an Illinois limited liability company ("GovTemp"), and the Village of Winnetka (the "Municipality") (GovTemp and the Municipality may be referred to herein individually as "Party" and collectively as the "Parties").

RECITALS

The Municipality desires to lease certain employees of GovTemp to assist the Municipality in its operations and GovTemp desires to lease certain of its employees to the Municipality on the terms and conditions contained herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, and other good and valuable considerations, the receipt and sufficiency of which are mutually acknowledged by the Parties, the Parties hereby agree as follows:

SECTION 1
SCOPE OF AGREEMENT

Section 1.01. Worksite Employee. The Municipality hereby agrees to engage the services of GovTemp to provide, and GovTemp hereby agrees to supply to the Municipality, the personnel fully identified on **Exhibit A** hereto, hereinafter the "Worksite Employee." **Exhibit A** to this Agreement shall further identify the employment position and/or assignment ("Assignment") the Worksite Employee shall fill at the Municipality and shall further identify the base compensation for each Worksite Employee, as of the effective date of this Agreement. **Exhibit A** may be amended from time to time by a replacement **Exhibit A** signed by both GovTemp and the Municipality. GovTemp shall have the sole authority to assign and/or remove the Worksite Employee, provided, however, that the Municipality may request, in writing, that GovTemp remove or reassign the Worksite Employee, such request shall not be unreasonably withheld by GovTemp. The Parties hereto understand and acknowledge that the Worksite Employee shall be subject to the Municipality's day-to-day supervision.

Section 1.02. Independent Contractor. GovTemp is and shall remain an independent contractor, and not an employee, agent, partner of, or joint venturer with, the Municipality. GovTemp shall have no authority to bind the Municipality to any commitment, contract, agreement or other obligation without the Municipality's express written consent.

SECTION 2
SERVICES AND OBLIGATIONS OF GOVTEMP AND MUNICIPALITY

Section 2.01. Payment of Wages. GovTemp shall timely pay the wages and related payroll taxes of the Worksite Employee from GovTemp's own account in accordance with federal and Illinois law and GovTemp's standard payroll practices. GovTemp shall withhold from such wages all applicable taxes and other deductions elected by the Worksite Employee.

GovTemp shall timely forward all deductions to the appropriate recipient as required by law. The Municipality hereby acknowledges that GovTemp may engage a financial entity to maintain its financing and record keeping services, which may include the payment of wages and related payroll taxes in accordance with this Section 2.01. The Municipality agrees to cooperate with any such financial entity to ensure timely payment of (i) wages and related payroll taxes pursuant to this Section 2.01, and (ii) Fees pursuant to Section 3.03.

Section 2.02. Workers' Compensation. To the extent required by applicable law, GovTemp shall maintain and administer workers' compensation, safety and health programs. GovTemp shall maintain in effect workers' compensation coverage covering all Worksite Employee and complete and file all required workers' compensation forms and reports.

Section 2.03. Employee Benefits. GovTemp shall provide to Worksite Employee those employee benefits fully identified on **Exhibit B** hereto. GovTemp may amend or terminate any of its employee benefit plans according to their terms. All employee benefits, including severance benefits for Worksite Employee will be included in Fees payable to GovTemp under Section 3.01 of this Agreement. The Municipality shall not have any obligation to provide any employee benefits or to offer participation in any employee benefit plan to the Worksite Employee.

Section 2.04. Maintenance and Retention of Payroll and Benefit Records. GovTemp shall maintain complete records of all wages and benefits paid and personnel actions taken by GovTemp in connection with any of the Worksite Employee, shall retain control of such records at such GovTemp location as shall be determined solely by GovTemp, and shall make such records available as required by applicable federal, state or local laws and to the Municipality upon the Municipality's reasonable request.

Section 2.05. Other Obligations of GovTemp. GovTemp shall be responsible for compliance with any federal, state and local law that may apply to its Worksite Employee(s).

Section 2.06. Direction and Control. The Parties agree and acknowledge that the Municipality has the right of direction and control over the Worksite Employee, including matters of discipline, excluding removal or reassignment, as provided for by Section 1.01. The Worksite Employee shall be supervised, directly and indirectly, and exclusively by the Municipality's supervisory and managerial employees.

Section 2.07. Obligations of the Municipality. As part of the employee leasing relationship, the Municipality hereby covenants, agrees and acknowledges:

(a) The Municipality shall comply with OSHA and all other health and safety laws, regulations, ordinances, directives, and rules applicable to the Worksite Employee or to his or her place of work. The Municipality agrees to comply, at its expense, with all health and safety directives from GovTemp's internal and external loss control specialists, GovTemp's workers' compensation carrier, or any government agency having jurisdiction over the place of work. The Municipality shall provide and ensure use of all personal protective equipment as required by any federal, state or local law, regulation, ordinance, directive, or rule. GovTemp and GovTemp's insurance carriers shall have the

right to inspect the Municipality's premises to ensure that the Worksite Employee is not exposed to an unsafe work place. In no way shall GovTemp's rights under this paragraph affect the Municipality's obligations to the Worksite Employees under applicable law or to GovTemp under this Agreement;

(b) With respect to the Worksite Employees, the Municipality shall comply with all applicable employment-related laws and regulations, including and, without limitation, Title VII of the Civil Rights Act of 1964, as amended, (Title VII), the Americans With Disabilities Act of 1990 (ADA), the Age Discrimination in Employment Act (ADEA), the Equal Pay Act of 1963, the Civil Rights Acts of 1866 and 1871 (42 U.S.C. § 1981), the Family and Medical Leave Act of 1993, the Fair Labor Standards Act of 1938, the National Labor Relations Act, the Employee Retirement Income Security Act of 1974, the Illinois State Constitution, the Illinois Human Rights Act, and any other federal, state or local law, statute, ordinance, order, regulation, policy or decision regulating wages and the payment of wages, prohibiting employment discrimination or otherwise establishing or relating to rights of employees;

(c) The Municipality shall retain the right to exert sufficient direction and control over the Worksite Employee as is necessary to conduct the Municipality's business and operations, without which, the Municipality would be unable to conduct its business, operation or comply with any applicable licensure, regulatory or statutory requirements;

(d) The Municipality shall not have the right to remove or reassign the Worksite Employee unless mutually agreed to in writing by GovTemp and the Municipality in accordance with Section 1.01, provided GovTemp shall not unreasonably refuse to provide such written agreement;

(e) The Municipality agrees that the Municipality shall pay no wages, salaries or other forms of direct or indirect compensation, including employee benefits, to Worksite Employee;

(f) The Municipality shall report to GovTemp any injury to any Worksite Employee of which it has knowledge within twenty-four (24) hours of acquiring such knowledge. If a Worksite Employee is injured in the course of performing services for the Municipality, the Municipality and GovTemp shall follow the procedures and practices regarding injury claims and reporting, as determined by GovTemp. The Municipality shall have no obligation to make available a light duty work assignment for the Worksite employee;

(g) The Municipality shall report all on-the-job illnesses, accidents and injuries of the Worksite Employee to GovTemp within twenty-four (24) hours following notification of said injury by employee or employee's representative.

SECTION 3
FEES PAYABLE TO GOVTEMP

Section 3.01. Fees. The Municipality hereby agrees to pay GovTemp fees for the services provided under this Agreement as follows:

(a) The base compensation as fully identified on **Exhibit A**, as amended; plus

(b) Any employee benefits GovTemp paid to the Worksite Employee as identified on **Exhibit B** hereto, including, but not limited to, salary; wages; commissions; bonuses; sick pay; workers' compensation, health and other insurance premiums; payroll, unemployment, FICA and other taxes; vacation pay; overtime pay; severance pay; monthly automobile allowances, and any other compensation or benefits payable under any applicable GovTemp pension and welfare benefit plan or federal, state or local laws covering the Worksite Employee.

Section 3.02. Increase in Fees. GovTemp may increase fees to the extent and equal to any mandated tax increases, e.g. FICA, FUTA, State Unemployment taxes when they become effective. GovTemp may also adjust employer benefit contribution amounts by providing the Municipality with a written thirty (30) day notice, provided, such changes in employer benefit contribution amounts apply broadly to all GovTemp employees.

Section 3.03. Payment Method. Following the close of each month during the term of this Agreement, GovTemp shall provide the Municipality a written invoice for the fees owed by the Municipality pursuant to this Agreement for the prior month. Within thirty (30) days following receipt of such invoice, the Municipality shall pay all invoiced amounts by check, wire transfer or electronic funds transfer to GovTemp to an account or lockbox as designated on the invoice.

SECTION 4
INSURANCE

Section 4.01. General and Professional Liability Insurance. The Municipality shall maintain in full force and effect at all times during the term of this Agreement a Comprehensive (or Commercial) General Liability and Professional Liability (if applicable) insurance policy or policies (the "Policies"), with minimum coverage in the amount of $1,000,000 per occurrence, $3,000,000 aggregate. At a minimum, the Policies shall insure against bodily injury and property damage liability caused by on-premises business operations, completed operations and/or products or professional service and non-owned automobile coverage.

Section 4.02. Certificate of Insurance. Upon request, the Municipality shall provide GovTemp with one or more Certificates of Insurance, verifying the Municipality's compliance with the provisions of Section 4.01.

Section 4.03. Automobile Liability Insurance. If the Worksite Employee drives a Municipal or personal vehicle for any reason in connection with his or her Assignment, the Municipality shall maintain in effect automobile liability insurance which shall insure the

Worksite Employee, GovTemp and the Municipality against liability for bodily injury, death and property damage.

SECTION 5
DURATION AND TERMINATION OF AGREEMENT

Section 5.01. Effective and Termination Dates. The Effective Date of this Agreement is the date that this Agreement is last signed by GovTemps on the signature page (the "Effective Date"). The period during which the Worksite Employee works at the Municipality is defined as the ("Term"). The Term commences on the Effective Date and will continue for the period identified on the attached Exhibit A, or until it is terminated in accordance with the remaining provisions of this Section 5. For the purposes of this Agreement, the date on which this Agreement expires and/or is terminated is the ("Termination Date").

Section 5.02. Termination of Agreement for Failure to Pay Fees. If the Municipality fails to timely pay the fees required under this Agreement, GovTemp may give the Municipality notice of its intent to terminate this Agreement for such failure and if such failure is remedied within ten (10) days, the notice shall be of no further effect. If such failure is not remedied within the ten (10) day period, GovTemp shall have the right to terminate the Agreement upon expiration of such remedy period.

Section 5.03. Termination of Agreement for Material Breach. If either Party materially breaches this Agreement, the non-breaching Party shall give the breaching Party notice of its intent to terminate this Agreement for such breach and if such breach is remedied within ten (10) days, the notice shall be of no further effect. If such breach is not remedied within the ten (10) day period, the non-breaching Party shall have the right to immediately terminate the Agreement upon expiration of such remedy period. GovTemp's unreasonable failure to remove a Worksite Employee upon request of the Municipality shall constitute a material breach of GovTemp's obligation under this Agreement.

Section 5.04. Termination of Agreement to execute Temp-to-Hire Arrangement. At the end of the term of the agreement, as outlined in Section 5.01, the Municipality may hire the Employee as a permanent employee of the Municipality. If the Municipality exercises this option, the sum of two weeks gross salary is payable to GovTempsUSA, LLC within thirty (30) days of the permanent employment date. If the Municipality does not exercise the Temp-to-Hire Arrangement by the end of the contract, as outlined in Section 5.01, it agrees not to extend an offer of employment to the Employee for two years after the conclusion of this agreement. If an offer is made within two years after the conclusion of this agreement, as outlined in Section 5.01, then the two weeks gross salary fee is payable to GovTempsUSA, LLC within thirty (30) days of the permanent employment date.

SECTION 6
NON-SOLICITATION

Section 6.01. Non-Solicitation. The Municipality acknowledges GovTemp's legitimate interest in protecting its business for a reasonable time following the termination of this Agreement. Accordingly, the Municipality agrees that during the term of this Agreement and for

a period of two (2) years thereafter, the Municipality shall not solicit, request, entice or induce Worksite Employee to terminate his or her employment with the GovTemp, nor shall the Municipality hire Worksite Employee as an employee.

Section 6.02. Injunctive Relief. The Municipality recognizes that the rights and privileges granted by this Agreement are of a special, unique, and extraordinary character, the loss of which cannot reasonably or adequately be compensated for in damages in any action at law. Accordingly, the Municipality understands and agrees that GovTemp shall be entitled to equitable relief, including a temporary restraining order and preliminary and permanent injunctive relief, to prevent or enjoin a breach of Section 6.01 this Agreement. The Municipality also understands and agrees that any such equitable relief shall be in addition to, and not in substitution for, any other relief to which the GovTemp may be entitled.

Section 6.03. Survival. The provision of this Section 6 shall survive any termination of this Agreement.

SECTION 7
DISCLOSURE AND INDEMNIFICATION PROVISIONS

Section 7.01. Indemnification by GovTemp. GovTemp agrees to indemnify, defend and hold the Municipality and its related entities or their agents, representatives or employees (the "Municipality Parties") harmless from and against all claims, liabilities, damages, attorney's fees, costs and expenses ("Losses") (a) arising out of GovTemp's breach of its obligations under this Agreement, (b) related to the actions or conduct of GovTemp and its related business entities, their agents, representatives, and employees (the "GovTemp Parties"), taken or not taken with respect to the Worksite Employees that relate to events or incidents occurring prior or subsequent to the term of this Agreement, and (c) arising from any act or omission on the part of GovTemp or any of the GovTemp Parties.

Section 7.02. Indemnification by the Municipality. The Municipality agrees to indemnify, defend and hold the GovTemp Parties harmless from and against all Losses (a) arising out of the Municipality's breach of its obligations under this Agreement, (b) relating to any activities or conditions associated with the Assignment, including without limitation, the Worksite Employee workers' compensation claims, and (c) arising from any act or omission on the part of the Municipality or any of the Municipality Parties. Notwithstanding the foregoing, the Municipality shall have no obligations to the GovTemp Parties under this Section with respect to Losses arising out of events or incidents occurring before or after the term of this Agreement.

Section 7.03. Indemnification Procedures. The Party that is seeking indemnity (the "Indemnified Party") from the other Party (the "Indemnifying Party") pursuant to this Section 7, shall give the Indemnifying Party prompt notice of any such claim, allow the Indemnifying Party to control the defense or settlement of such claim and cooperate with the Indemnifying Party in all matters related thereto; provided however that, prior to the Indemnifying Party assuming such defense and upon the request of the Indemnified Party, the Indemnifying Party shall demonstrate to the reasonable satisfaction of the Indemnified Party that the Indemnifying Party (a) is able to fully pay the reasonably anticipated indemnity amounts under this Section 7 and (b) takes steps

satisfactory to the Indemnified Party to ensure its continued ability to pay such amounts. In the event the Indemnifying Party does not control the defense, the Indemnified Party may defend against any such claim at the Indemnifying Party's cost and expense, and the Indemnifying Party shall fully cooperate with the Indemnified Party, at no charge to the Indemnified Party, in defending such potential Loss, including, without limitation, using reasonable commercial efforts to keep the relevant Worksite Employee available. In the event the Indemnifying Party controls the defense, the Indemnified Party shall be entitled, at its own expense, to participate in, but not control, such defense. The failure to promptly notify the Indemnifying Party of any claim pursuant to this Section shall not relieve such Indemnifying Party of any indemnification obligation that it may have to the Indemnified Party, except to the extent that the Indemnifying Party demonstrates that the defense of such action has been materially prejudiced by the Indemnified Party's failure to timely give such notice.

Section 7.04. Survival of Indemnification Provisions. The provisions of this Section 7 shall survive the expiration or other termination of this Agreement.

SECTION 8
ADDITIONAL PROVISIONS

Section 8.01. Amendments. This Agreement may be amended at any time and from time to time, but any amendment must be in writing and signed by all of the Parties to this Agreement, except for changes to the fees as set forth in Section 3.

Section 8.02. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective heirs, successors, representatives and assign. Neither Party may assign its rights or delegate its duties hereunder without the express written consent of the other Party, which consent shall not be unreasonably withheld.

Section 8.03. Counterpart Execution. This Agreement may be executed and delivered in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed and delivered via facsimile.

Section 8.04. Definitions. Terms and phrases defined in any part of this Agreement shall have the defined meanings wherever used throughout the Agreement. The terms "hereunder" and "herein" and similar terms used in this Agreement shall refer to this Agreement in its entirety and not merely to the section, subsection or paragraph in which the term is used.

Section 8.05. Entire Agreement. This Agreement constitutes the entire agreement between the Parties regarding GovTemp's provision of Worksite Employee to the Municipality, and contains all of the terms, conditions, covenants, stipulations, understandings and provisions agreed upon by the Parties. This Agreement supersedes and takes precedence over all proposals, memorandum agreements, tentative agreements, and oral agreements between the Parties, made prior to and including the date hereof, and not specifically identified and incorporated in writing into this Agreement. No agent or representative of either Party hereto has authority to make, and the Parties shall not be bound by or liable for, any statement, representation, promise, or agreement not specifically set forth in this Agreement.

Section 8.06. Further Assurances. Each of the Parties shall execute and deliver any and all additional papers, documents, and other assurances and shall do any and all acts and things reasonably necessary in connection with the performances of their obligations hereunder and to carry out the intent of the parties hereto.

Section 8.07. Gender. Whenever the context herein so requires, the masculine, feminine or neuter gender and the singular and plural number shall each be deemed to include the other.

Section 8.08. Notices. Notices given under this Agreement shall be in writing and shall either be served personally or delivered by certified first class U.S. Mail, postage prepaid and return receipt requested or by overnight delivery service. Notices also may effectively be given by transmittal over electronic transmitting devices such as Telex or facsimile machine if the Party to whom the notice is being sent has such a device in its office, provided that a complete copy of any notice shall be mailed in the same manner as required for a mailed notice.

Notices shall be deemed received at the earlier of actual receipt or three days from mailing date. Notices shall be directed to the Parties at their respective addresses shown below. A Party may change its address for notice by giving written notice to the other Party in accordance with this Section:

If to GovTemp:

GOVTEMPUSA, LLC
630 Dundee Road, Suite 130
Northbrook, Illinois 60062
Attention: Michael J. Earl
Telephone: 224-261-8366
Email: mearl@govhrusa.com

If to the Municipality:

Village of Winnetka
510 Green Bay Rd
Winnetka, IL 60093
Attention: Ann Eriksson
Telephone: 847-716-3546
Email: Aeriksson@winnetka.org

Section 8.09. Section Headings. Section and other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

Section 8.10. Severability. If any part or condition of this Agreement is held to be void, invalid or inoperative, such shall not affect any other provision hereof, which shall continue to be effective as though such void, invalid or inoperative part, clause or condition had not been made.

Section 8.11. Waiver of Provisions. The failure by one Party to require performance by the other Party shall not be deemed to be a waiver of any such breach, nor of any subsequent breach by the other Party of any provision of this Agreement. Such waiver shall not affect the validity of this Agreement, nor prejudice either Party's rights in connection with any subsequent

action. Any provision of this Agreement may be waived if, but only if, such waiver is in writing signed by the Party against whom the waiver is to be effective.

Section 8.12. Confidentiality. Each Party shall protect the confidentiality of the other's records and information and shall not disclose confidential information without the prior written consent of the other Party. Each Party shall reasonably cooperate with the other Party regarding any Freedom of Information Act (FOIA) request calling for production of documents related to this Agreement.

Section 8.13. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois applicable to contracts made and to be performed entirely within such state, except the law of conflicts.

Section 8.14. No Third Party Beneficiary. This Agreement is for the benefit of GovTemp and the Municipality only and no other person or entity shall have any rights under this Agreement. Nothing in this Agreement, express or implied, is intended to or shall confer upon any person or entity other than GovTemp and the Municipality any right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

[***Signatures on following page***]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

GOVTEMPUSA, LLC,
an Illinois limited liability company

By [redacted]
Name: Joellen J. Cademartori
Title: President/Co-owner

EFFECTIVE DATE: January 1, 2022

MUNICIPALITY

By _____
Name: _____
Title: _____

EXHIBIT A
Worksite Employee and Base Compensation

WORKSITE EMPLOYEE: Mike Rivard

POSITION/ASSIGNMENT: Interim Asst. Director of Public Works

POSITION TERM: January 1, 2022 – April 29, 2022

Unless either party provides two weeks advance written notice the term will automatically be extended in two-week increments up to September 2, 2022 with agreement between the Parties.

BASE COMPENSATION: $81.20/hour. Employee's work hours will vary but is anticipated to work between 30-40 hours/week. Contract is not exceed $80,000. Worksite employee shall be paid only for hours worked. Any time taken off for vacations will be unpaid. Hours should be reported via email to payroll@govtempsusa.com on the Monday after the prior work week. The Municipality will be invoiced every other week for hours worked.

GOVTEMPUSA, INC.:

By: [redacted]

Date: February 7, 2022

MUNICIPALITY:

By: _____

Date: _____

This Exhibit A fully replaces all Exhibits A dated prior to the date of the Company's signature above.

EXHIBIT B
Summary of Benefits

Not applicable.

Agenda Item Executive Summary

Title: Ordinance No. M-4-2022: 455 Linden Street - Variations & Certificate of Appropriateness (Introduction)

Presenter: David Schoon, Community Development Director

Agenda Date: 02/15/22

Consent: ☐ YES ☑ NO

☑ Ordinance
☐ Resolution
☐ Bid Authorization/Award
☐ Policy Direction
☐ Informational Only

Item History:

None.

Executive Summary:

On February 15, the Village Council is scheduled to consider Ordinance No. M-4-2022, in response to an application submitted by Linden Winnetka LLC (the "Applicant"), as the owner of the property located at 455 Linden Street (the "Subject Property"). The Applicant requests approval of the following relief to allow construction of a new four-unit multi-family residential building with below grade structured parking on the Subject Property:

1. Roofed lot coverage of 4,728.7 square feet, whereas a maximum of 3,980.72 square feet is permitted, a variation of 747.98 square feet (18.79%) [Section 17.32.010.F - Intensity of Use of Lot];
2. Corner yard setback of 16.36 feet from Cherry Street to accommodate the proposed below grade structured parking, whereas a minimum of 19.53 feet is required, a variation of 3.17 feet (16.23%) [Section 17.32.010.H - Setback];
3. Side yard setback from the north property line to accommodate the proposed below grade structured parking, whereas a minimum of 12 feet is required, a variation of 11.54 feet (96.17%) [Section 17.32.010.I - Side Yard]; and
4. Certificate of Appropriateness of design for the proposed new four-unit multi-family residential building.

ADVISORY BOARD/COMMISSION REVIEW

The Design Review Board (DRB) first considered the Certificate of Appropriateness for the proposed development on September 29, 2021. After hearing comments and concerns from the Board and members of the public, the Applicant requested a continuance until the October 21, 2021, DRB meeting. The primary concerns expressed at the September DRB meeting were regarding the design of the roof and the overall building design fitting into the character of the neighborhood and the Village as a whole. In response to the comments at the September meeting, the Applicant submitted revised plans for consideration by the DRB at its meeting on October 21, 2021. The primary concerns the DRB had in response to the revised plans were: (1) the window organization, mass and context of the north building elevation, as it related to the neighboring properties; (2) the mass of the building encroaching on homes facing Linden Street; and (3) window placement on the south elevation. After hearing the comments of the DRB, the Applicant requested a second continuance until the November 18 meeting. The DRB considered the second set of revised plans on November 18. The only concern the Board had was the light sandstone color of the accent brick on the south building elevation facing Cherry Street. The DRB and the Applicant agreed that a darker charcoal color brick would be better for the design. Ultimately, the DRB voted unanimously to recommend approval of the Certificate of Appropriateness subject to use of brick color 17 or 18 (dark iron). The plans submitted by the Applicant for consideration by the ZBA included the use of the dark iron brick.

Executive Summary (continued):

Details on how the project evolved through the DRB review process can be found in the attached staff report to the DRB as well as the minutes of the three DRB meetings (Attachment 2).

The Zoning Board of Appeals considered the request on January 10, 2022. After hearing from the public and the Applicant, the ZBA briefly discussed the request and recommended, by a vote of 6-0, approval of the application. Details of the request can be found in the attached staff report to the ZBA and the minutes of the ZBA meeting (Attachment 3).

Given the concern regarding stormwater, it it important to note that the stormwater regulations require that the development provide detention for the maximum allowed impermeable lot coverage, which in this case is 60% of the lot area. The Applicant is currently working with a civil engineer to develop an on-site detention system. At this stage of their design, they anticipate providing the required detention in oversized pipes or chambers on-site. Once civil engineering plans are submitted by the Applicant, the Village Engineer will review the proposed stormwater detention system for compliance with the stormwater regulations.

For the Council's information, the Landmark Preservation Commission (LPC) considered the demolition application for the Subject Property on February 7, 2022. After hearing from the Applicant, and no members of the public, by a vote of 5-0, the LPC determined that the Subject Property is not of sufficient historic or architectural merit to warrant a Historical Architectural Impact Study, and the demolition of the structure may proceed without delay.

Additional public correspondence received subsequent to the posting of the ZBA agenda packet are provided in Attachment 4.

Recommendation:

Given that members of the public had expressed concerns regarding the project during the advisory board review stage, the Council is scheduled to consider only introduction of Ordinance No. M-4-2022 at the February 15 meeting. Should the Council approve introduction of the Ordinance, adoption of the Ordinance would be considered at a future Council meeting.

Attachments:

1. Ordinance M-4-2022: Granting Variations from the Winnetka Zoning Ordinance and a Certificate of Appropriateness for the Construction of a New Multi-Family Residential Building within the B-1 Multifamily Residential District (455 Linden Street)

2. November 11, 2021 DRB Staff Report and Attachments and September 29, 2021 DRB Special Meeting Minutes, October 21 and November 18, 2021 DRB Meeting Minutes

3. January 5, 2022 ZBA Staff Report and Attachments and Draft January 10, 2022 ZBA Meeting Minutes

4. Additional Public Correspondence

ATTACHMENT 1

ORDINANCE NO. M-4-2022

AN ORDINANCE GRANTING VARIATIONS FROM THE WINNETKA ZONING ORDINANCE AND A CERTIFICATE OF APPROPRIATENESS FOR THE CONSTRUCTION OF A NEW MULTI-FAMILY RESIDENTIAL BUILDING WITHIN THE B-1 MULTIFAMILY RESIDENTIAL DISTRICT
(455 Linden Street)

WHEREAS, Linden Winnetka LLC, an Illinois limited liability company (***"Applicant"***), is the record title owner of the parcel of real property commonly known as 455 Linden Street in Winnetka, Illinois, and legally described in **Exhibit A** attached to and, by this reference, made a part of this Ordinance (***"Subject Property"***); and

WHEREAS, the Subject Property is located within the B-1 Multifamily Residential District of the Village (***"B-1 District"***) measuring approximately 0.23 acres in size and is currently improved with a single-family residence, which has been converted into two residential units and a detached garage (collectively, ***"Existing Buildings"***); and

WHEREAS, the Applicant desires to demolish the Existing Buildings and redevelop the Subject Property with a new, multifamily residential building (***"Proposed Improvements"***); and

WHEREAS, pursuant to Section 17.32.010.F of the Winnetka Zoning Ordinance (***"Zoning Ordinance"***), the Subject Property must have a roofed lot coverage of no more than 3,980.72 square feet; and

WHEREAS, pursuant to Section 17.32.010.H of the Zoning Ordinance, the Subject Property must have a corner yard setback of at least 19.53 feet; and

WHEREAS, pursuant to Section 17.32.010.I of the Zoning Ordinance, the Subject Property must have a side yard setback of at least 12 feet; and

WHEREAS, to permit construction of the Proposed Improvements, the Applicant filed an application for variations from: (i) Section 17.32.010.F of the Zoning Ordinance to permit a roofed lot coverage of 4,728.7 square feet; (ii) Section 17.32.010.H of the Zoning Ordinance to permit a corner yard setback of 16.36 feet; (iii) Section 17.32.010.I of the Zoning Ordinance to permit a side yard setback of 0.46 feet (collectively, the ***"Variations"***); and (iv) a certificate of appropriateness pursuant to Section 15.40.010 of the Village Code (***"Certificate of Appropriateness"***) (collectively, the ***"Requested Relief"***); and

WHEREAS, on September 29, October 21, and November 18, 2021, after due notice thereof, the Winnetka Design Review Board conducted public hearings to consider the Certificate of Appropriateness for the Proposed Improvements; and

WHEREAS, on November 18, 2021, the Design Review Board, by a unanimous vote, recommended the Village Council of the Village of Winnetka approve the Certificate of Appropriateness; and

WHEREAS, on January 10, 2022, after due notice thereof, the Zoning Board of Appeals (***"ZBA"***) conducted a public hearing on the Variations and, by a vote of six members in favor and none opposed, recommended that the Village Council approve the Variations; and

WHEREAS, pursuant to Section 17.60.050 of the Zoning Ordinance, the Village Council has determined that: (i) the Variations are in harmony with the general purpose and intent of the Zoning Ordinance and are in accordance with general or specific rules set forth in Chapter 17.60 of the Zoning Ordinance; and (ii) there are practical difficulties or particular hardships in the way of carrying out the strict letter of the provision or regulation of the Zoning Ordinance from which the Variations have been sought; and

WHEREAS, the Village Council has determined that approval of the Requested Relief for the Subject Property within the B-1 District is in the best interest of the Village and its residents;

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

SECTION 1: RECITALS. The foregoing recitals are hereby incorporated into this section as the findings of the Village Council, as if fully set forth herein.

SECTION 2: APPROVAL OF VARIATIONS. Subject to, and contingent upon, the terms, conditions, restrictions, and provisions set forth in Section 4 of this Ordinance, the Variations from Sections 17.32.010.F, 17.32.010.H, and 17.32.010.I of the Zoning Ordinance to allow the construction of the Proposed Improvements on the Subject Property are hereby granted, in accordance with and pursuant to Chapter 17.60 of the Zoning Ordinance and the home rule powers of the Village.

SECTION 3: APPROVAL OF CERTIFICATE OF APPROPRIATENESS. Subject to, and contingent upon, the terms, conditions, restrictions, and provisions set forth in Section 4 of this Ordinance, the Certificate of Appropriateness is granted for the Subject Property, pursuant to Section 15.40.010 of the Village Code and the home rule powers of the Village.

SECTION 4: CONDITIONS. The approvals granted by Sections 2 and 3 of this Ordinance are subject to, and contingent upon, compliance by the Applicant with the following conditions:

A. Commencement of Construction. The Applicant must commence the construction of the Proposed Improvements no later than 12 months after the effective date of this Ordinance.

B. Compliance with Regulations. Except to the extent specifically provided otherwise in this Ordinance, the development, use, and maintenance of the Proposed Improvements and the Subject Property must comply at all times with all applicable Village codes and ordinances, as they have been or may be amended over time.

C. Reimbursement of Village Costs. In addition to any other costs, payments, fees, charges, contributions, or dedications required under applicable Village codes,

ordinances, resolutions, rules, or regulations, the Applicant must pay to the Village, promptly upon presentation of a written demand or demands therefor, all fees, costs, and expenses incurred or accrued in connection with the review, negotiation, preparation, consideration, and review of this Ordinance. Payment of all such fees, costs, and expenses for which demand has been made shall be made by a certified or cashier's check. Further, the Applicant must pay upon demand all costs incurred by the Village for publications and recordings required in connection with the aforesaid matters.

D. Compliance with Plans. The development, use, and maintenance of the Proposed Improvements on the Subject Property must be in strict accordance with the plans prepared by Filoramo Talsma Architecture, consisting of 17 sheets, with a latest revision date of December 7, 2021, copies of which are attached to, and by this reference, made part of this Ordinance as **Exhibit B** (***"Plans"***), except for minor changes and site work approved by the Director of Community Development or the Director of Public Works (within their respective permitting authority) in accordance with all applicable Village codes, ordinances, and standards.

SECTION 5: **RECORDATION; BINDING EFFECT.** A copy of this Ordinance will be recorded with the Cook County Clerk Recording Division. This Ordinance and the privileges, obligations, and provisions contained herein inure solely to the benefit of, and are binding upon, the Applicant and each of its heirs, representatives, successors, and assigns.

SECTION 6: FAILURE TO COMPLY. Upon the failure or refusal of the Applicant to comply with any or all of the conditions, restrictions, or provisions of this Ordinance, in addition to all other remedies available to the Village, the approvals granted in Sections 2 and 3 of this Ordinance will, at the sole discretion of the Village Council, by ordinance duly adopted, be revoked and become null and void; provided, however, that the Village Council may not so revoke the approvals granted in Sections 2 and 3 of this Ordinance unless it first provides the Applicant with two months advance written notice of the reasons for revocation and an opportunity to be heard at a regular meeting of the Village Council. In the event of revocation, the development and use of the Subject Property will be governed solely by the regulations of the applicable zoning district and the applicable provisions of the Zoning Ordinance, as the same may, from time to time, be amended. Further, in the event of such revocation, the Village Manager and Village Attorney are hereby authorized and directed to bring such zoning enforcement action as may be appropriate under the circumstances.

SECTION 7: AMENDMENTS. Any amendment to this Ordinance may be granted only pursuant to the procedures, and subject to the standards and limitations, provided in the Zoning Ordinance for amending or granting variations.

SECTION 8: SEVERABILITY. If any provision of this Ordinance or part thereof is held invalid by a court of competent jurisdiction, the remaining provisions of this Ordinance shall remain in full force and effect, and shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Ordinance to the greatest extent permitted by applicable law.

SECTION 9: EFFECTIVE DATE.

A. This Ordinance will be effective only upon the occurrence of all of the following events:

1. Passage by the Village Council in the manner required by law;

2. Publication in pamphlet form in the manner required by law; and

3. The filing by the Applicant with the Village Clerk of an Unconditional Agreement and Consent in the form of **Exhibit C** attached to and, by this reference, made a part of this Ordinance to accept and abide by each and all of the terms, conditions, and limitations set forth in this Ordinance and to indemnify the Village for any claims that may arise in connection with the approval of this Ordinance.

B. In the event that the Applicant does not file with the Village Clerk a fully executed copy of the unconditional agreement and consent described in Section 9.A.3 of this Ordinance within 60 days after the date of passage of this Ordinance by the Village Council, the Village Council shall have the right, in its sole discretion, to declare this Ordinance null and void and of no force or effect.

[SIGNATURE PAGE FOLLOWS]

PASSED this ___ day of _____, 2022, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this ____ day of _____, 2022.

Signed:

_____

Village President

Countersigned:

_____

Village Clerk

Published by authority of the President and Board of Trustees of the Village of Winnetka, Illinois, this ___ day of _____, 2022.

Introduced: _____, 2022

Passed and Approved: _____, 2022

EXHIBIT A

LEGAL DESCRIPTION OF SUBJECT PROPERTY

LOT 7 (EXCEPT THE EAST 60 FEET THEREOF) AND LOT 8 (EXCEPT THE EAST 60 FEET THEREOF AND EXCEPT THE NORTH 21.18 FEET THEREOF) IN THE SUBDIVISION OF BLOCK 36 IN WINNETKA, IN THE SOUTH EAST 1/4 OF THE NORTH EAST 1/4 OF SECTION 20, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 5, 1893 AS DOCUMENT 1842994, IN COOK COUNTY, ILLINOIS.

Commonly known as 455 Linden Street, Winnetka, Illinois.

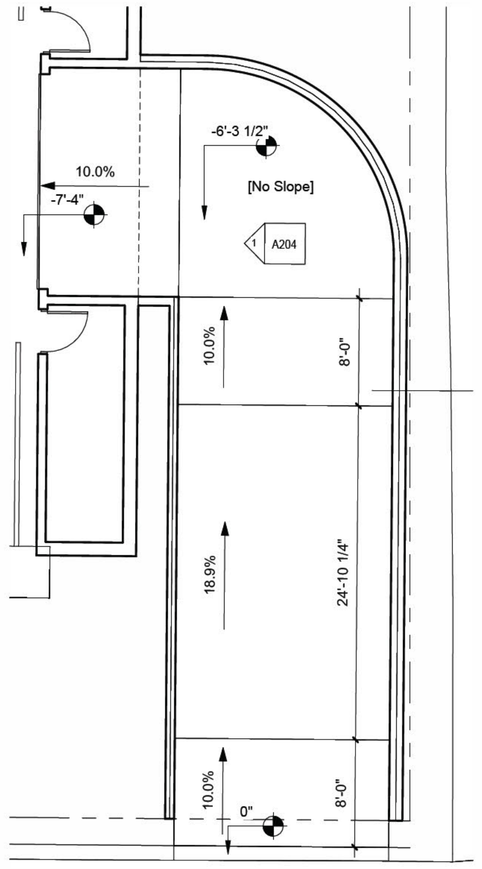
PIN: 05-20-218-017-0000

EXHIBIT B

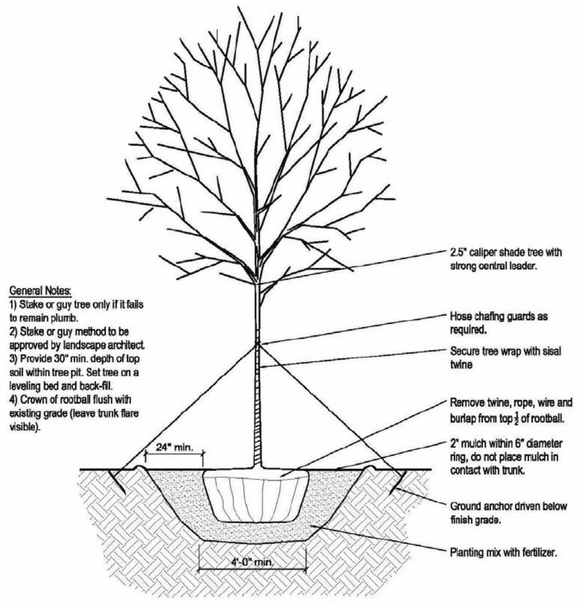
PLANS

(SEE ATTACHED EXHIBIT B)

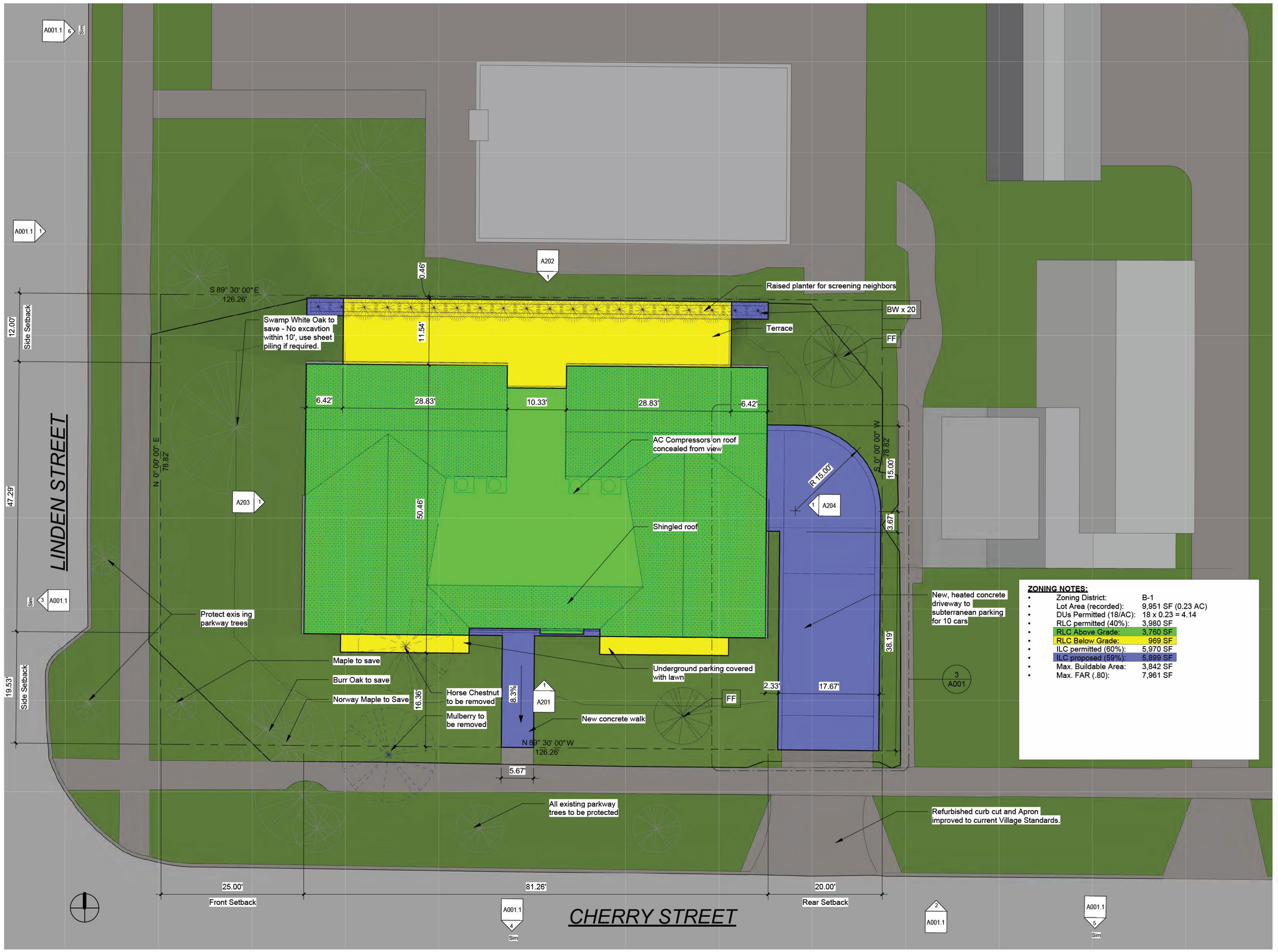
EXHIBIT B



3 Driveway Detail
1/8" = 1'-0"



2 Tree Planting Detail
1/4" = 1'-0"



1 Site
1" = 10'-0"

ZONING NOTES:

•	Zoning District:	B-1
•	Lot Area (recorded):	9,951 SF (0.23 AC)
•	DUs Permitted (18/AC):	18 x 0.23 = 4.14
•	RLC permitted (40%):	3,980 SF
•	RLC Above Grade:	3,760 SF
•	RLC Below Grade:	999 SF
•	ILC permitted (60%):	5,970 SF
•	ILC proposed (59%):	5,899 SF
•	Max. Buildable Area:	3,842 SF
•	Max. FAR (.80):	7,961 SF

LANDSCAPE NOTES

1. All plant material shall be high-quality nursery-grown stock. Substandard "B-Grade" or "Park Grade" plants are not acceptable.
2. All plant material shall be installed free of disease and in a manner that ensures the availability of sufficient soil and water to sustain healthy growth.
3. All plant material shall be planted with a minimum of 6" of organic soil and mulched to a depth of 3".
4. All plant material shall be planted in a manner which is not intrusive to utilities or pavement.
5. All shrub beds and landscape Islands shall have 3" shredded hardwood mulch.
6. Plants shall be disease free and without broken twigs or branches.
7. Shrub beds shall have spaded edges.
8. All plant material shall be guaranteed for one full growing season after installation.
9. Planting specifications, other then those mentioned above shall conform with the American Standards for Nursery Stock, published by The American Association of Nurserymen.
10. Only 12" low rise growth within all 12'x12' site triangles, typical.

GROWING MEDIUM

1. Three (3) foot minimum depth.
2. Three-Six (3'-6") minimum inside clear width, greater than Five (5) feet is desirable.
3. Soil Composition: 45-77% Silt, 0-25% Clay, 25-33% Sand.
4. Soil Acidity: pH 6.0 to 7.0; Amend soil as required to achieve this pH range.
5. Soil Organic Content: Three (3) to Five (5) percent.
6. Parkway planters to be as long and as continuous as possible.
7. Minimum Five (5) feet from the inside edge of the planter or tree pit to the last tree in any series or group of trees.
8. Curbs and low railings to be installed around parkway planters throughout the "Greater Downtown", in commercial use areas, and in other heavy pedestrian traffic areas.
9. Percolation testing to be done prior to installation of any plantings.
10. Soil testing of existing soils to be done prior to installation of any plantings.
11. Mechanical subsurface drainage required in areas with poor percolation and drainage rates.
12. Groundcover and low shrub planting required instead of grass, bark or gravel mulch, or other non-live materials.
13. "Structural Soil" (E.G. "Cornell" Mix, etc.) at a depth of Two foot Six (2'-6") inches and/or root paths required below sidewalk slabs between parkway planter and other planting areas or greenspace.
14. When sidewalks are replaced, "Structural Soil" or root paths are required below sidewalk slabs to permit root growth beyond small pit or cut-out sidewalk.
15. Root paths may be used to connect trees planted in parkways (the distance from the back of the curb to the edge of the right-of-way) to adjacent greenspace.

MAINTENANCE

1. All required landscaping on private property to be maintained throughout the life of the project; obligation assumed by subsequent owners.
2. All required landscaping within public right-of-way to be replaced, if needed, for a minimum of Five (5) years by the original applicant and any subsequent owners. Responsibility for replacement will be assumed after Five (5) years by the City of Chicago.
3. Rainfall to be supplemented with water for a total rate of One (1) inch per week during the growing seasons for the first Three (3) years.
4. Post public notice of landscape installation and maintenance requirements, in order to alert neighbors and concerned citizens to a project's landscape requirements.
5. All required landscaping to be replaced throughout the life of the project, as requires; obligation assumed by subsequent owners.

PLANT LIST

DECIDUOUS & ORNAMENTAL TREES - Single & Multi. Stem

Tag	Botanical Name	Common Name	Size	Root	Total
FF	Fagus sylvatica 'Frans Fontaine'	Beech 'Frans Fontaine'	12'	B&B	-
AB	Amelanchier canadensis 'Autumn Brilliance'	Serviceberry 'Autumn Brilliance'	8'	B&B	-
EA	Ulmus carpinifolia 'Accolade'	Elm 'Accolade'	3" caliper	B&B	-
RB	Cercis canadensis	Redbud	9'	B&B	-
SM	'Acer saccharinum'	Silver Maple	30"	B&B	-
HL	Gleditsia triancanthos var. inermis 'Street Keeper'	Honey Locust 'Street Keeper'	3" caliper	B&B	-

SHRUBS

Tag	Botanical Name	Common Name	Size	Root	Total
BW	Buxus 'Green Velvet'	Boxwood 'Green Velvet' hedge	18"	C	-
LG	Liriope	Liriope groundcover	9"	C	-
GV	Buxus 'Green Velvet'	Boxwood 'Green Velvet' hedge	18"	C	-
HY	Hydrangea arborescens 'Incrediball'	Hydrangea 'Incrediball'	5 gallon	C	-
YE	Taxus media 'Everlow'	Yew 'Everlow'	24"	C	-
GL	Rhus aromatica 'Grow Low'	Sumac 'Grow Low'	5 gallon	C	-
MK	Syringa patula 'Miss Kim'	Lilac 'Miss Kim'	36"	C	-

B&B = Balled and Burlapped
C = Containerized

Plant Notes:
1. Landscape contractor shall verify final plant selections and count with owner prior to ordering and installation.
2. Landscape contractor shall submit detailed planting plan for owner review & approval prior to work.
3. Landscape contractor shall submit irrigation plan for owner review & approval prior to work.

Sheet List

Number	Name
A001	Site Plan
A001.1	DRB Graphics
A001.2	Renderings
A001.3	Materials
A001.4	Materials
A002	Area Plans
A100	Basement Plan
A101	First Floor Plan
A102	Second Floor Plan
A103	Roof Plan
A201	South Elevation
A202	North Elevation
A203	West Elevation
A204	East Elevation
A301	Building Section
A302	Building Section
A303	Building Section

Area Schedule (for FAR)

Name	Area
Level 1	
Covered Entry	72 SF
Elevator	79 SF
Lobby	80 SF
Stair	135 SF
Unit 1	1690 SF
Unit 2	1698 SF
	3755 SF
Level 2	
Covered Entry	57 SF
Elevator	79 SF
Lobby	81 SF
Stair	151 SF
Unit 3	1690 SF
Unit 4	1694 SF
	3753 SF
Roof	
Attic	320 SF
	320 SF
	7828 SF

#	Date	Description
2	12/7/21	Issued for Zoning Variation
1	11/7/21	Issued for DRB

ISSUE DATES

FILORAMO TALSMA ARCHITECTURE
1765 N Elston Ave., #226, Chicago, IL 60642 info@filoramotalsma.com

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Issue Date

Print Date: 12/7/2021 3:57:03 PM

Project Name:

Cherry / Linden Homes
455 Linden Street, Winnetka

Owner:

Site Plan

A001

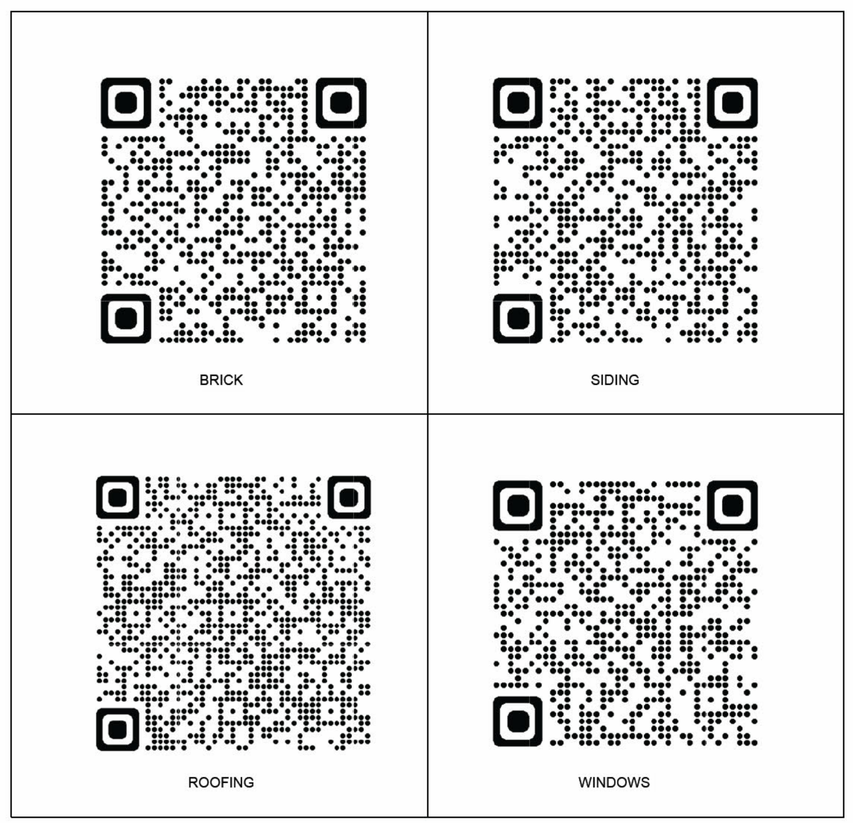
6 465-477 Linden
Not to Scale

5 760 Cherry
Not to Scale

4 770 Cherry
Not to Scale

3 458 Linden
Not to Scale

2 Cherry Street
1 : 70



1 Linden Street
1 : 70

455 Linden Design Approach:

The proposed structure at the Northeast corner of Cherry and Linden is a combination of modern and traditional ideas about architecture as well as being a thoughtful neighbor. 9 parking spaces are required for the allowed 4 dwelling units on this ~10,000 SF parcel. All proposed parking is hidden from view with the garage entirely below grade. Parts of the garage extend into the required setbacks and have been topped with raised planting beds which provide a gentle transition between the landscape and he building.

The material palette includes a composition of durable and natural materials that will and have endured for decades or more; pre-stained cedar siding, limestone cladding, and metal roofs have been employed on the farmhouse for centuries.

This particular building combines these time tested materials with modern ideas about how they are utilized and includes, simple, low-maintenance details with some clever combinations that will create a few unique experiences in Winnetka.

#	Date	Description
2	12/7/21	Issued for Zoning Variation
1	11/7/21	Issued for DRB

ISSUE DATES

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Issue Date

Print Date: 12/7/2021 3:57:39 PM

Project Name:

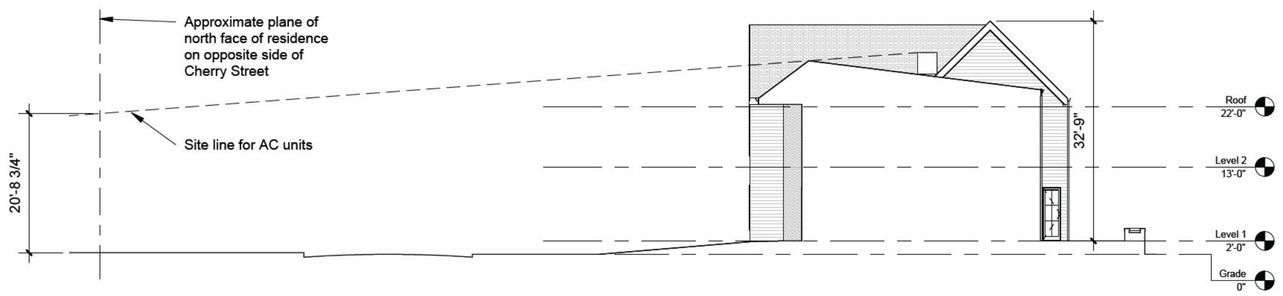
Cherry / Linden Homes
455 Linden Street, Winnetka

Owner:

DRB Graphics

A001.1

Agenda Packet 83



4 Lateral Building Section (N/S)2
1/16" = 1'-0"

3 Rendered view from Southwest
12" = 1'-0"

2 Rendered view from Southeast
12" = 1'-0"

1 Rendered view from South
12" = 1'-0"

#	Date	Description
2	12/7/21	Issued for Zoning Variation
1	11/7/21	Issued for DRB

ISSUE DATES

FILORAMO TALSMA
ARCHITECTURE
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Issue Date

Print Date: 12/7/2021 3:57:42 PM

Project Name:

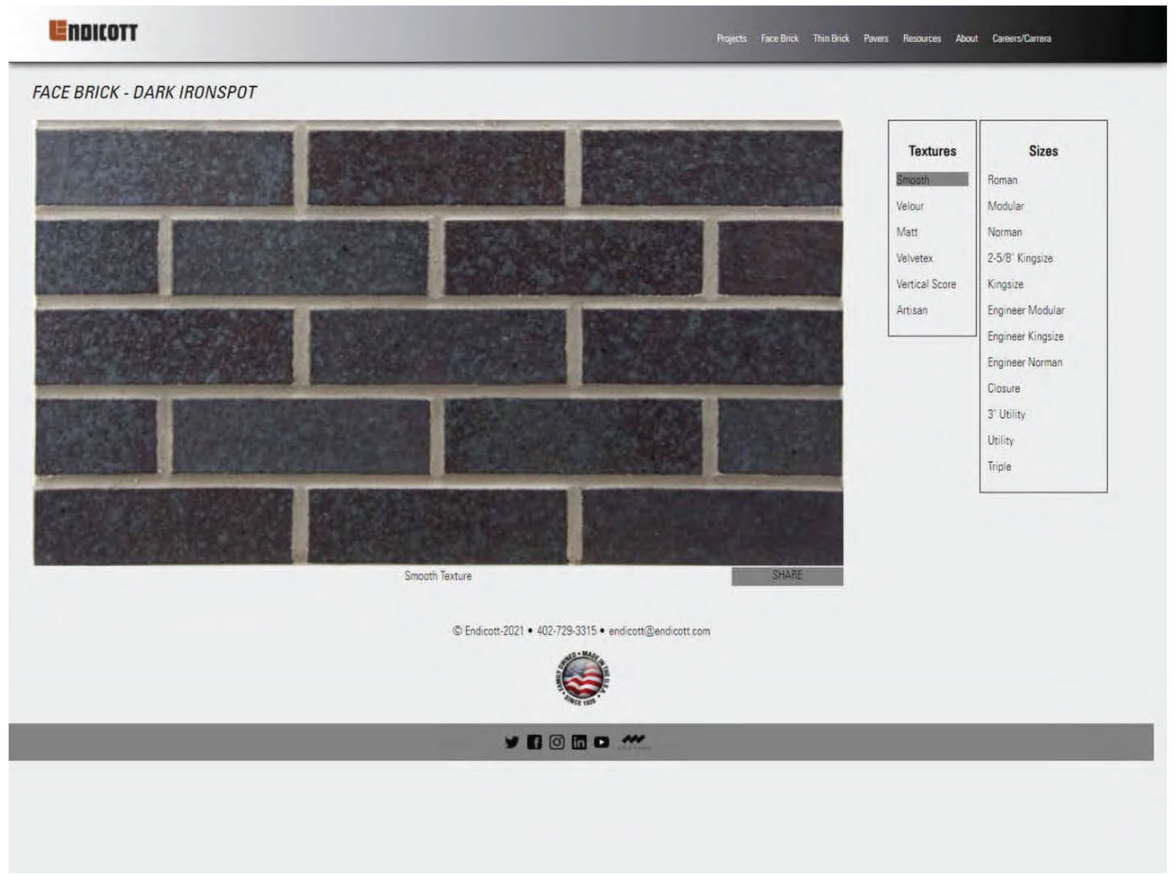
Cherry / Linden Homes
455 Linden Street, Winnetka

Owner:

Renderings

A001.2

Agenda Packet 84



2 Brick
6" = 1'-0"

1 Roof Materials
6" = 1'-0"

#	Date	Description
2	12/7/21	Issued for Zoning Variation
1	11/7/21	Issued for DRB

ISSUE DATES

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LICENSED ARCHITECT
CHRISTOPHER N. TALSMA
161.0334
STATE OF ILLINOIS

Issue Date

Print Date: 12/7/2021 3:57:44 PM

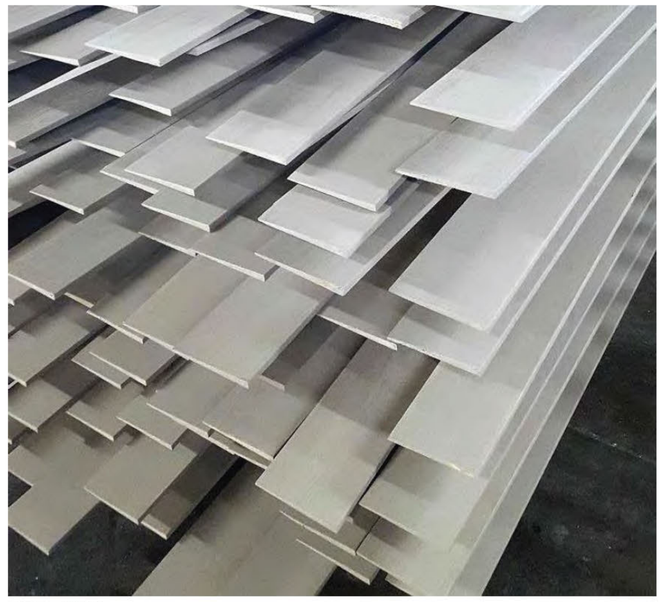
Project Name:

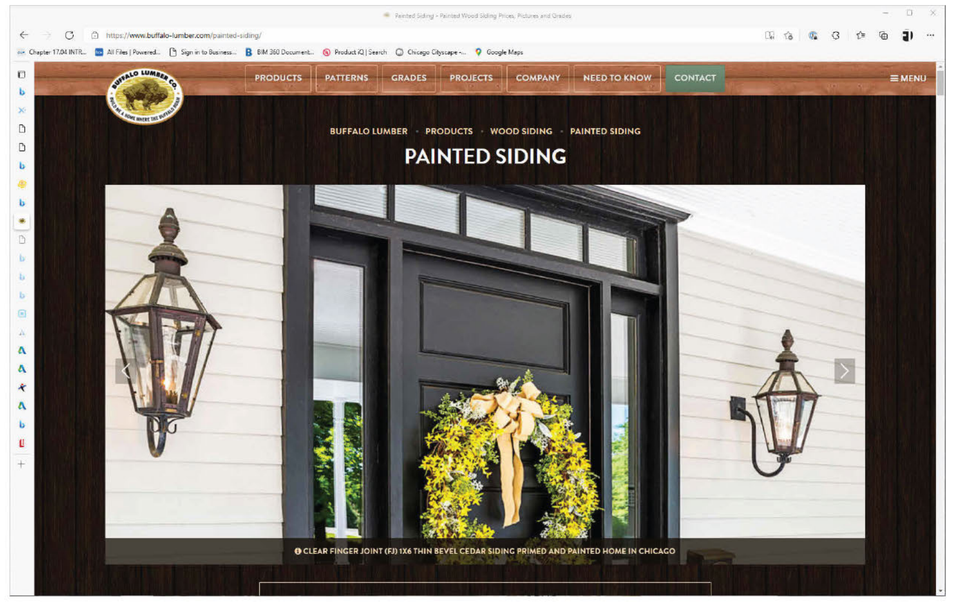
Cherry / Linden Homes
455 Linden Street, Winnetka

Owner:

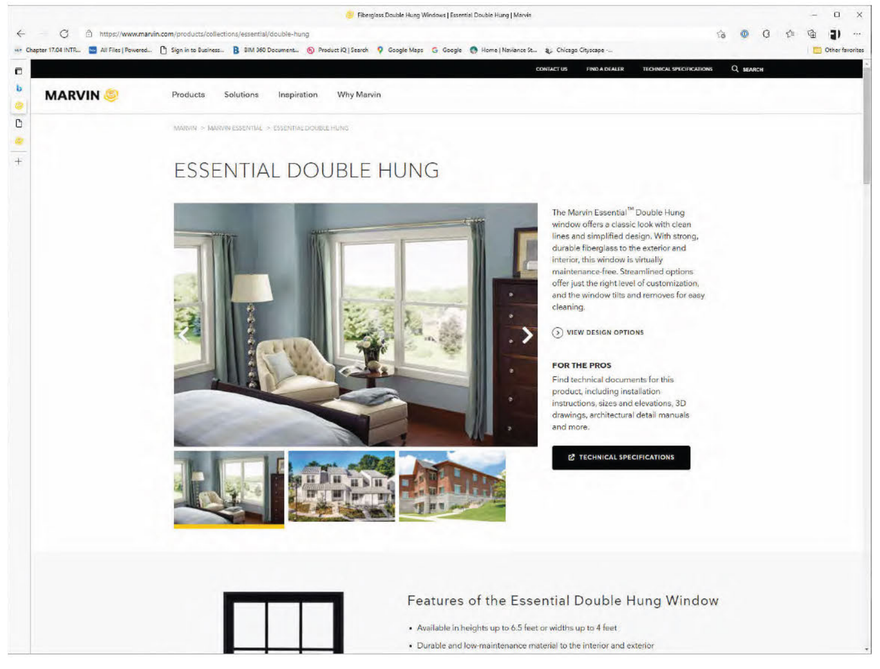
Materials

A001.3





1 Wood Siding
6" = 1'-0"



2 Windows
6" = 1'-0"

#	Date	Description
2	12/7/21	Issued for Zoning Variation
1	11/7/21	Issued for DRB

ISSUE DATES

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Issue Date

Print Date: 12/7/2021 3:57:45 PM

Project Name:

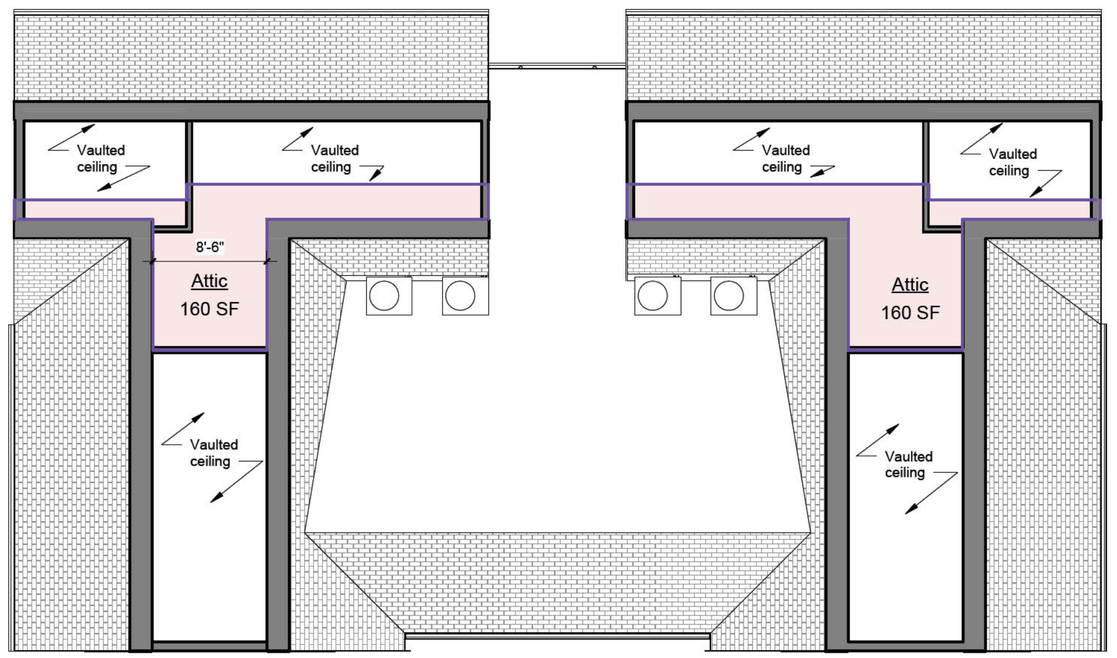
Cherry / Linden Homes
455 Linden Street, Winnetka

Owner:

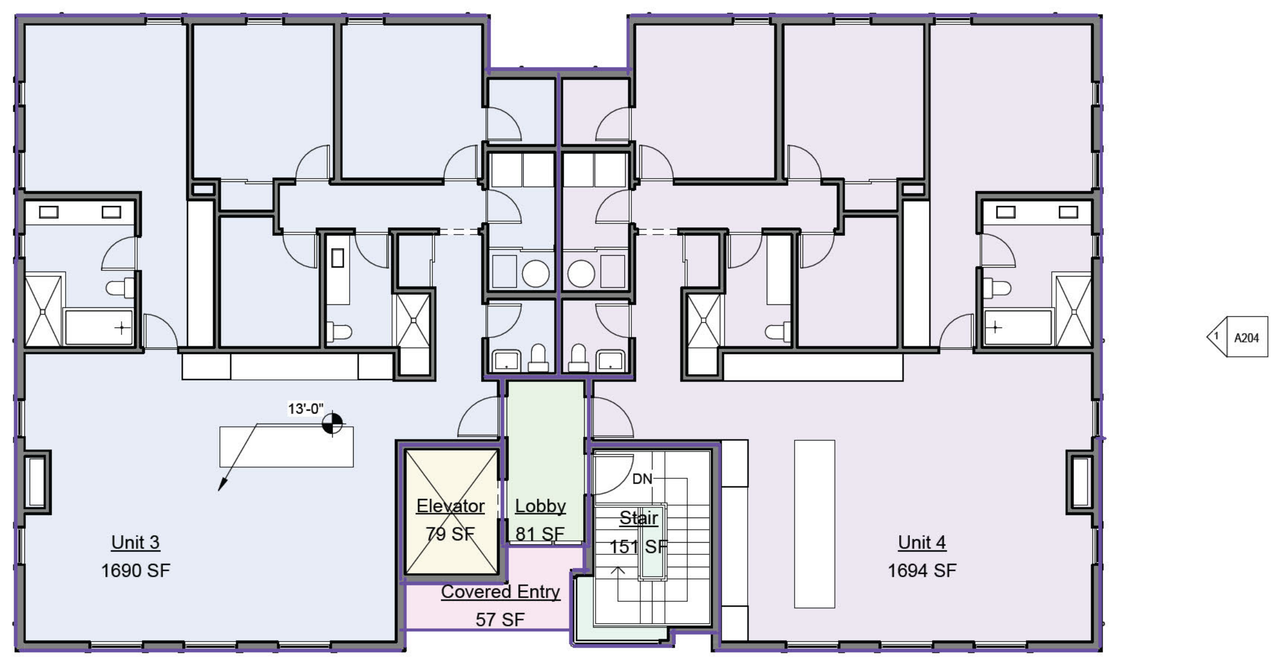
Materials

A001.4

Agenda Packet 86

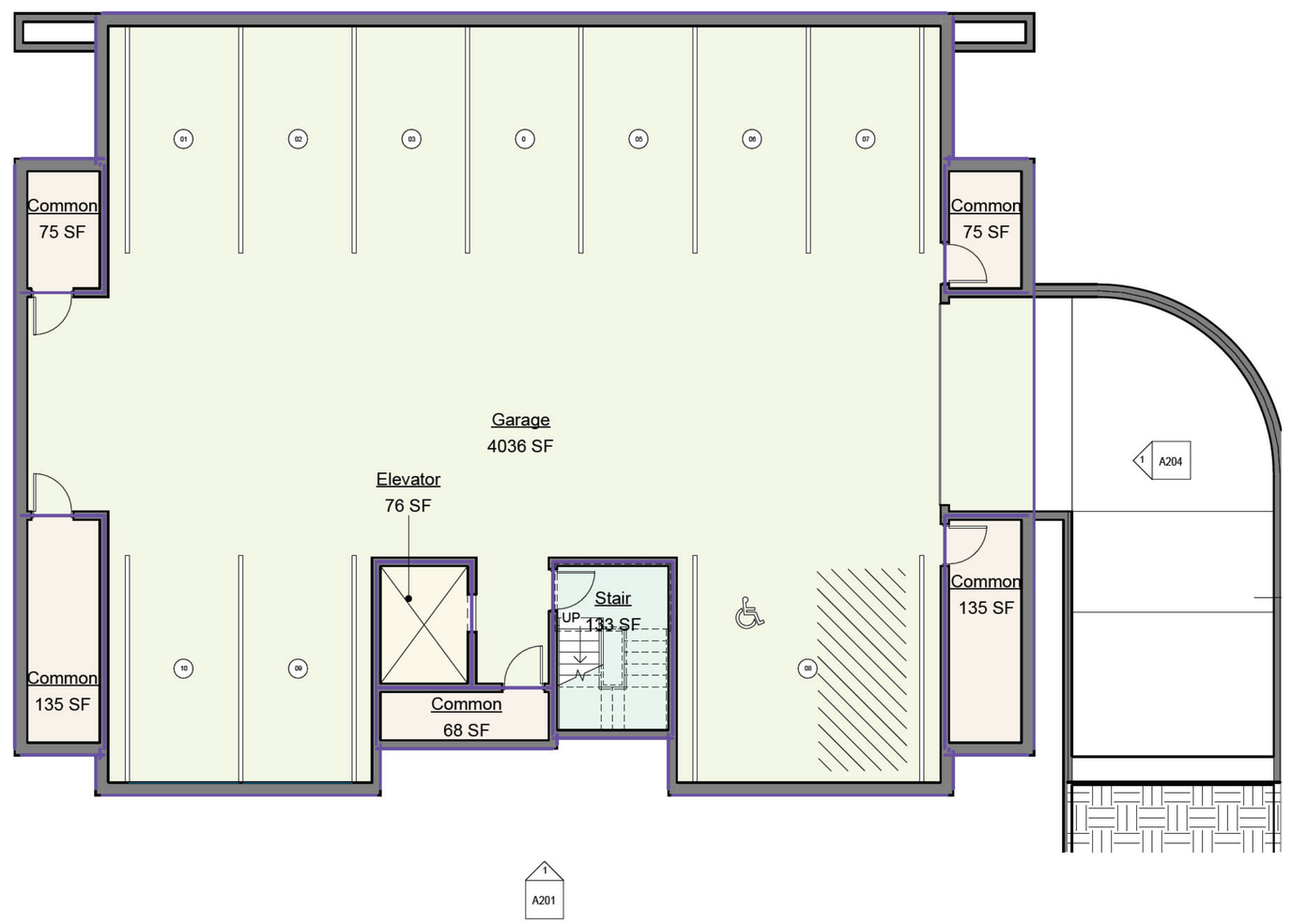


4 Roof
1/8" = 1'-0"



3 Level 2
1/8" = 1'-0"

2 Level 1
1/8" = 1'-0"



1 Basement
1/8" = 1'-0"

Area Schedule (Gross Building)	
Name	Area
Basement	
Common	488 SF
Elevator	76 SF
Garage	4036 SF
Stair	133 SF
	4733 SF
Level 1	
Covered Entry	72 SF
Elevator	79 SF
Lobby	80 SF
Stair	135 SF
Unit 1	1690 SF
Unit 2	1698 SF
	3755 SF
Level 2	
Covered Entry	57 SF
Elevator	79 SF
Lobby	81 SF
Stair	151 SF
Unit 3	1690 SF
Unit 4	1694 SF
	3753 SF
	12241 SF

EGRESS NOTE:

PER 2015 IBC
1006.3.2
Single Exits are permissible for floors up to 3rd story with fewer than 4 Dwelling Units

#	Date	Description
2	12/7/21	Issued for Zoning Variation
1	11/7/21	Issued for DRB

ISSUE DATES

FILORAMO TALSMA ARCHITECTURE
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Issue Dates

Print Date: 12/7/2021 3:57:48 PM

Project Name:

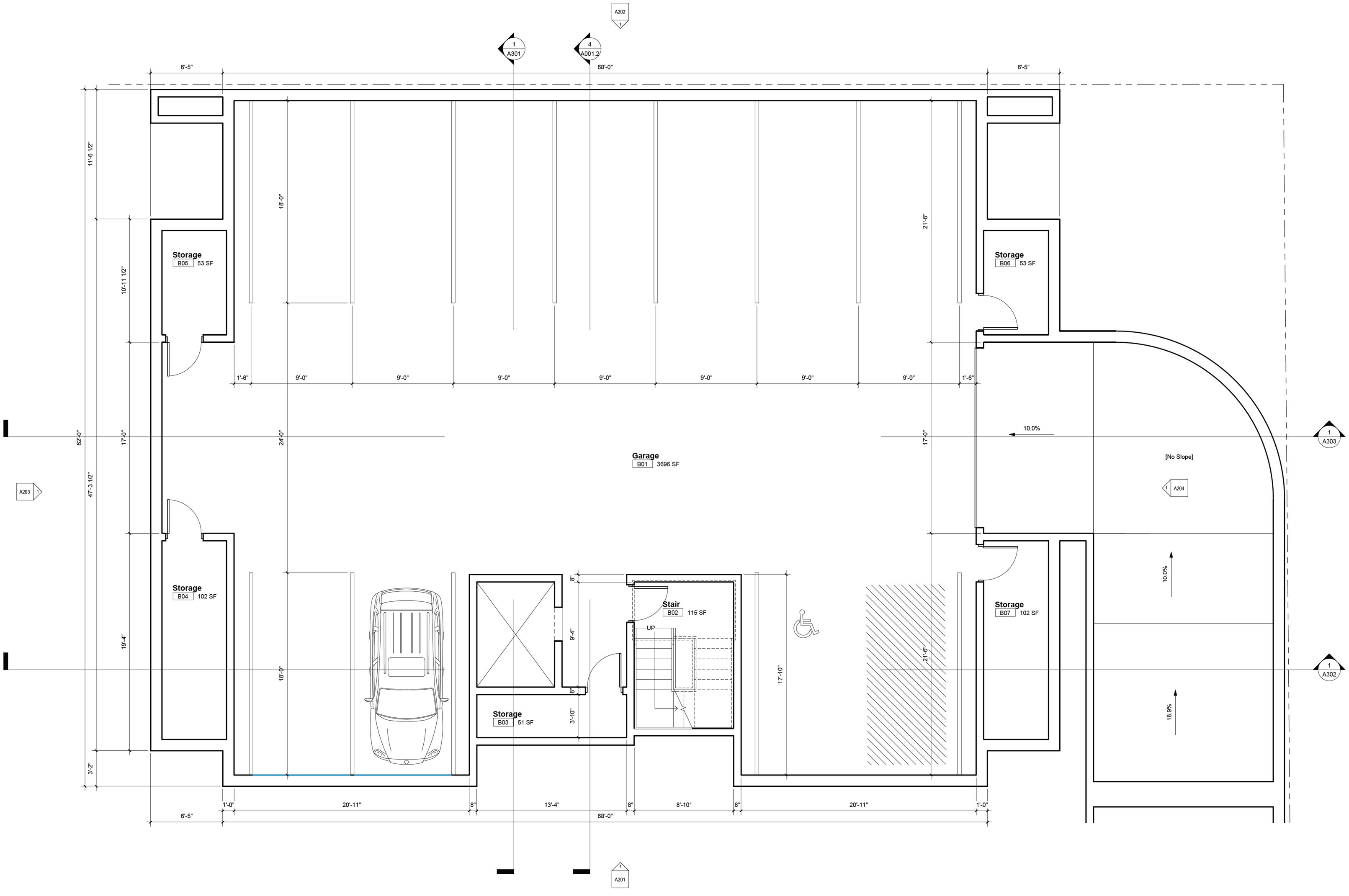
Cherry / Linden Homes
455 Linden Street, Winnetka

Owner:

Area Plans

A002

Agenda Packet 87



1 Basement
1/4" = 1'-0"

#	Date	Description
2	12/7/21	Issued for Zoning Variation
1	11/7/21	Issued for DRB

ISSUE DATES

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Issue Date

Print Date: 12/7/2021 3:57:49 PM

Project Name:

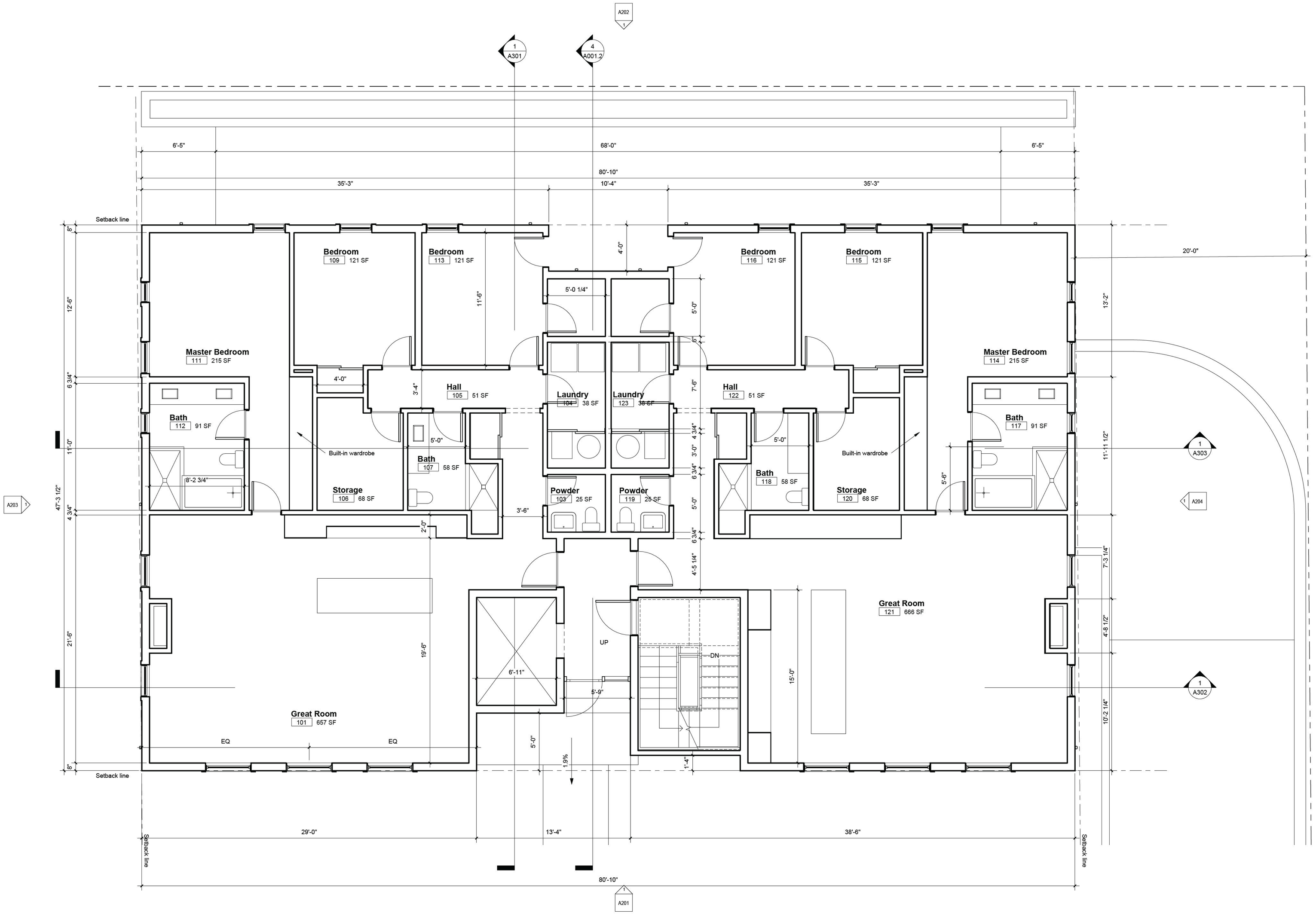
Cherry / Linden Homes
455 Linden Street, Winnetka

Owner:

Basement Plan

A100

Agenda Packet 88



1 Level 1
1/4" = 1'-0"

#	Date	Description
2	12/7/21	Issued for Zoning Variation
1	11/7/21	Issued for DRB

ISSUE DATES

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Issue Date

Print Date: 12/7/2021 3:57:50 PM

Project Name:

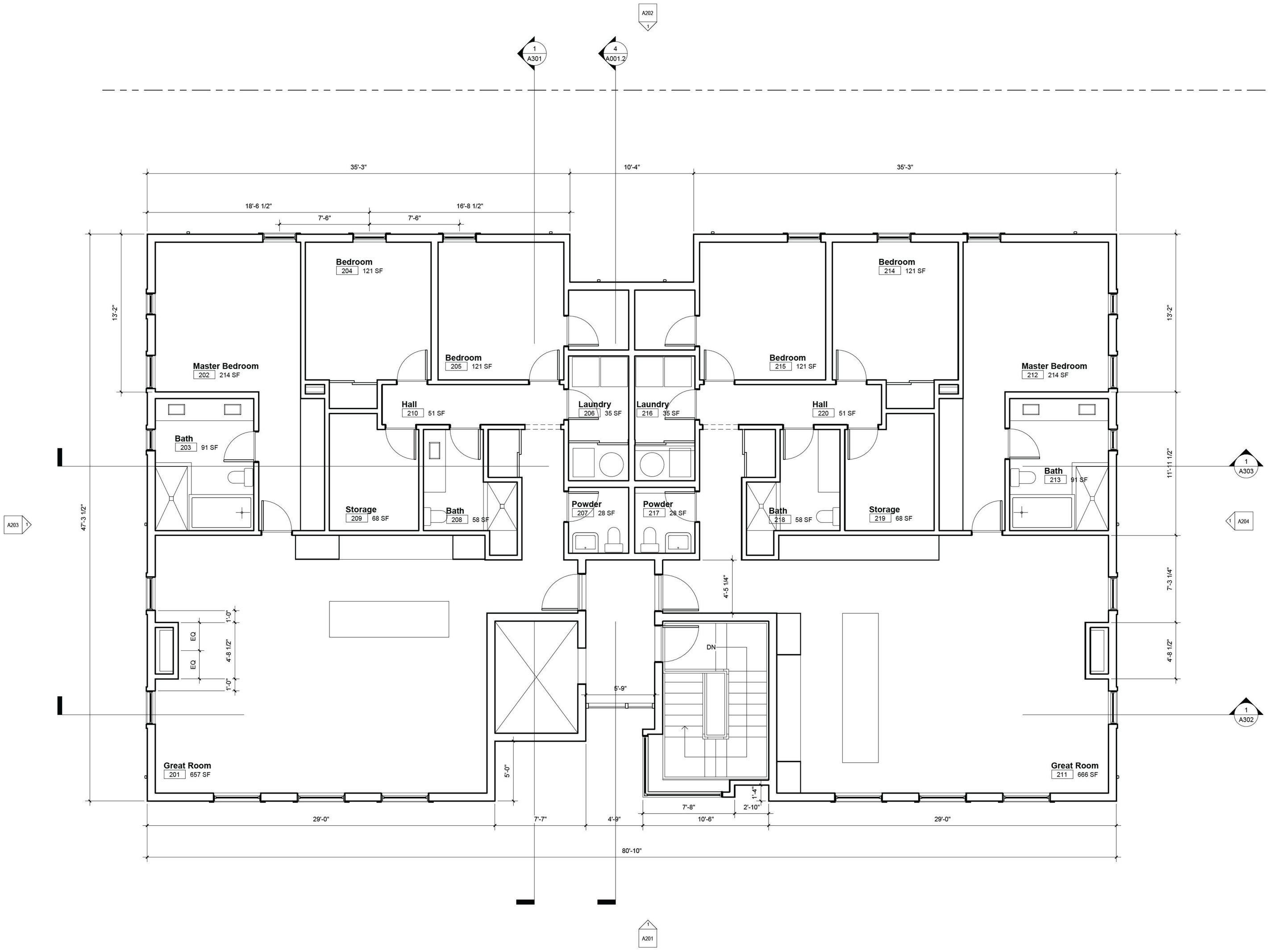
Cherry / Linden Homes
455 Linden Street, Winnetka

Owner:

First Floor Plan

A101

Agenda Packet 89



1 Level 2
1/4" = 1'-0"

#	Date	Description
2	12/7/21	Issued for Zoning Variation
1	11/7/21	Issued for DRB

ISSUE DATES

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Issue Date

Print Date: 12/7/2021 3:57:51 PM

Project Name:

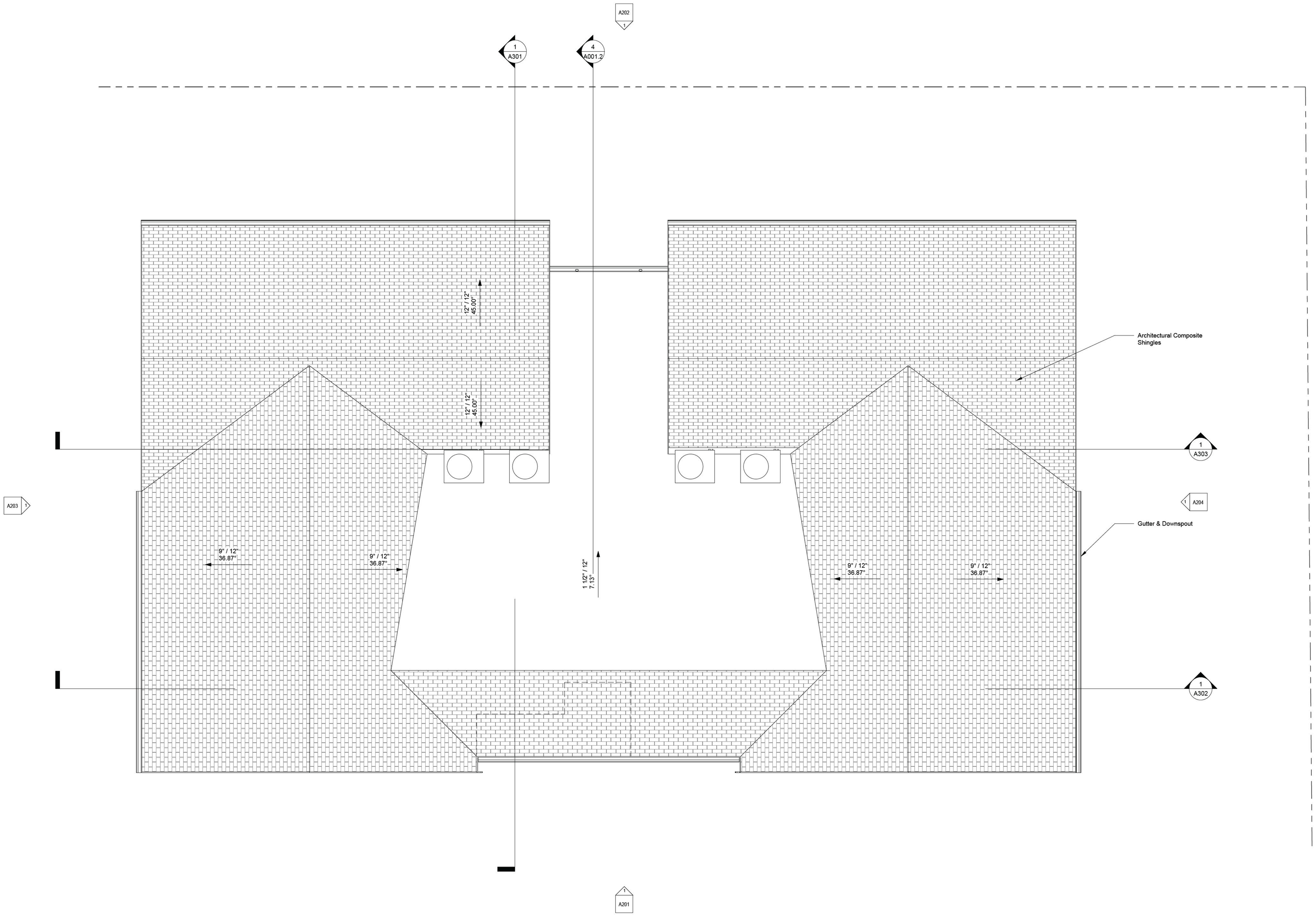
Cherry / Linden Homes
455 Linden Street, Winnetka

Owner:

Second Floor Plan

A102

Agenda Packet 109



1 Roof
1/4" = 1'-0"

#	Date	Description
2	12/7/21	Issued for Zoning Variation
1	11/7/21	Issued for DRB

ISSUE DATES

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Issue Date

Print Date: 12/7/2021 3:57:52 PM

Project Name:

Cherry / Linden Homes
455 Linden Street, Winnetka

Owner:

Roof Plan

A103

Agenda Packet 191

1 South Elevation
1/4" = 1'-0"

#	Date	Description
2	12/7/21	Issued for Zoning Variation
1	11/7/21	Issued for DRB

ISSUE DATES

FILORAMO TALSMA
ARCHITECTURE

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Issue Date

Print Date: 12/7/2021 3:58:40 PM

Project Name:

Cherry / Linden Homes
455 Linden Street, Winnetka

Owner:

South Elevation

A201

Agenda Packet 192

1 North Elevation
1/4" = 1'-0"

#	Date	Description
2	12/7/21	Issued for Zoning Variation
1	11/7/21	Issued for DRB

ISSUE DATES

FILORAMO TALSMA ARCHITECTURE
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Issue Date

Print Date: 12/7/2021 3:59:28 PM

Project Name:

Cherry / Linden Homes
455 Linden Street, Winnetka

Owner:

North Elevation

A202

Agenda Packet 93

1 West Elevation
1/4" = 1'-0"

#	Date	Description
2	12/7/21	Issued for Zoning Variation
1	11/7/21	Issued for DRB

ISSUE DATES

FILORAMO TALSMA
ARCHITECTURE

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Issue Date

Print Date: 12/7/2021 4:00:08 PM

Project Name:

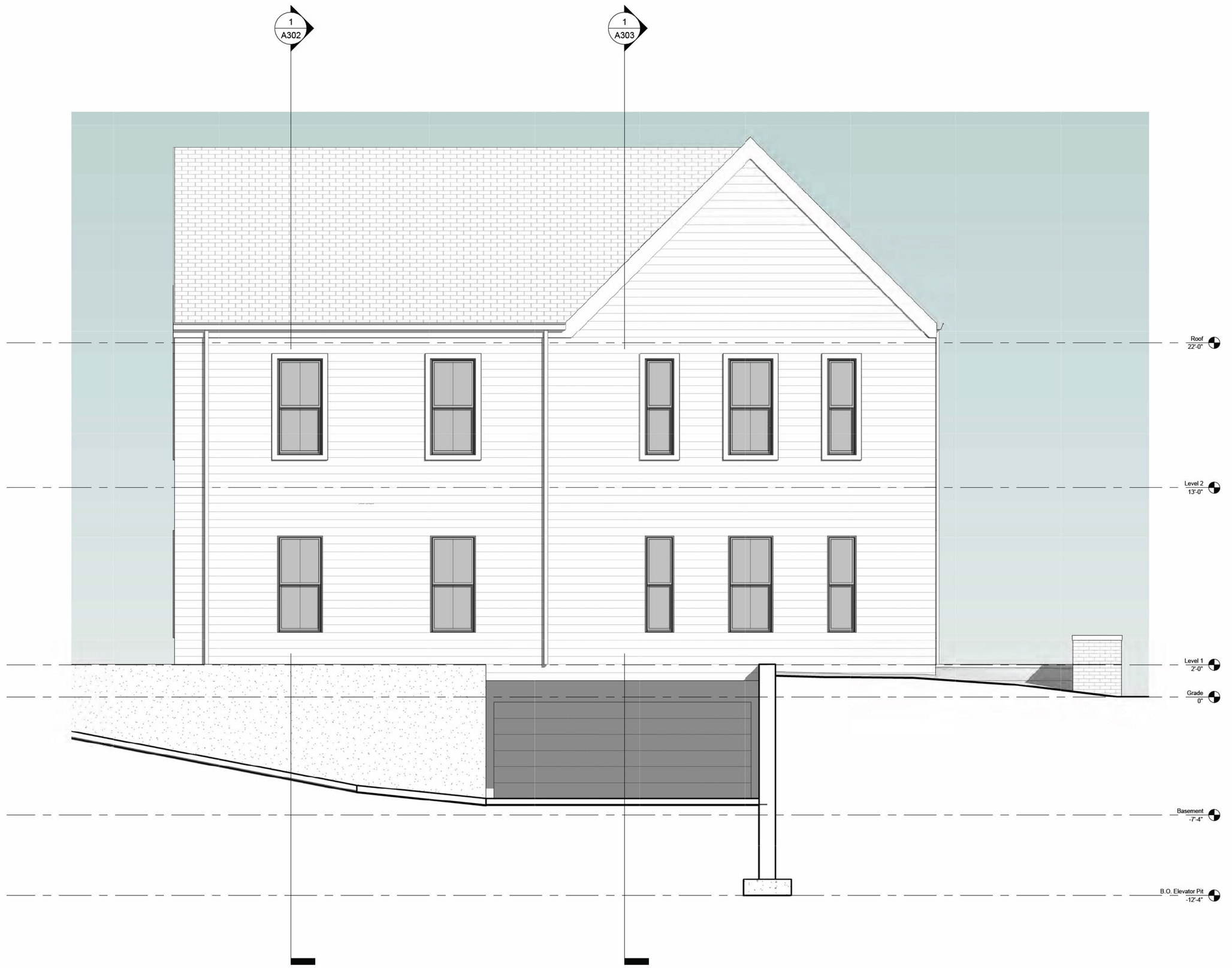
Cherry / Linden Homes
455 Linden Street, Winnetka

Owner:

West Elevation

A203

Agenda Packet 504



1 East Elevation
1/4" = 1'-0"

#	Date	Description
2	12/7/21	Issued for Zoning Variation
1	11/7/21	Issued for DRB

ISSUE DATES

FILORAMO TALSMA
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Issue Date

Print Date: 12/7/2021 4:00:47 PM

Project Name:

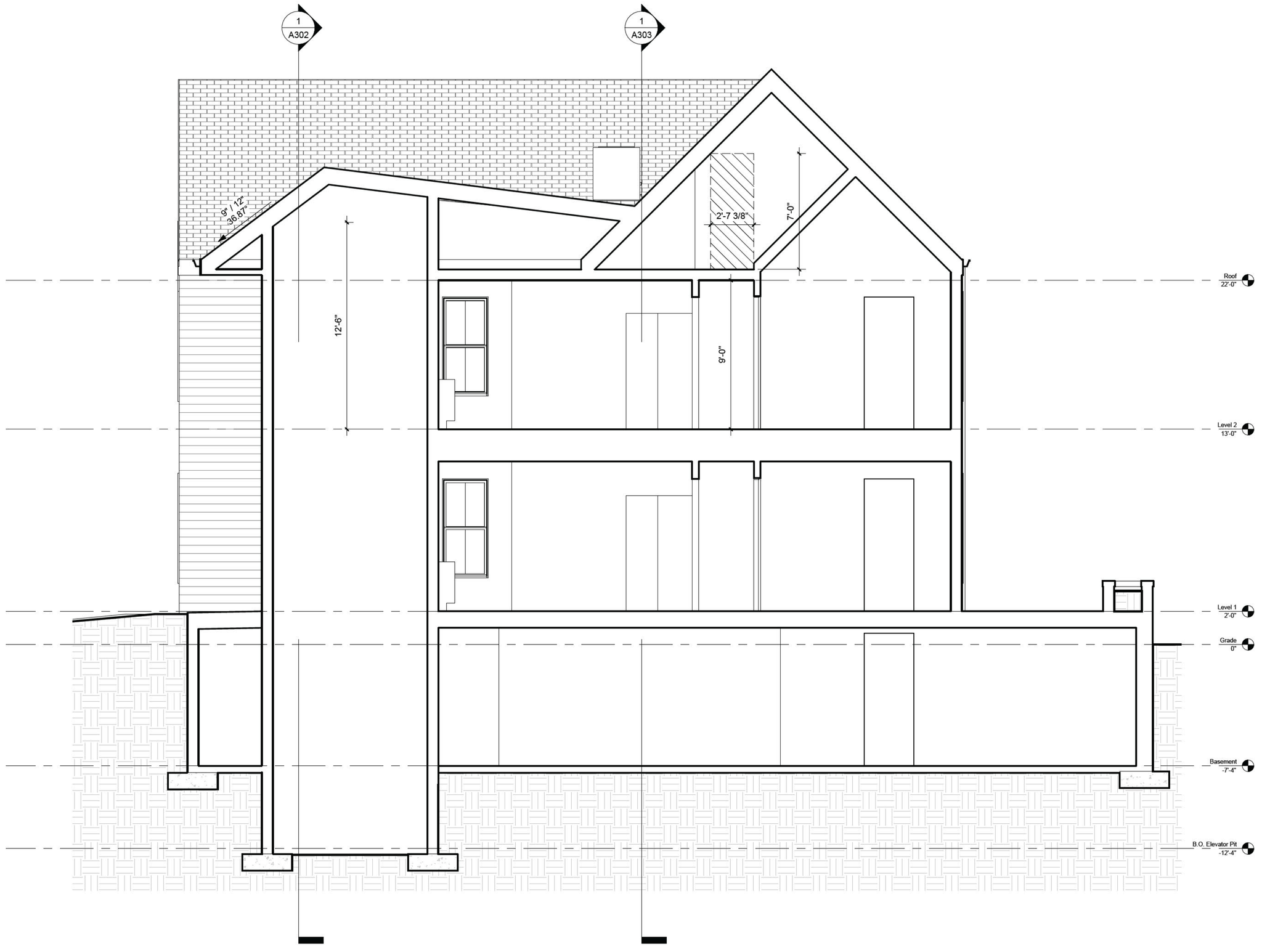
Cherry / Linden Homes
455 Linden Street, Winnetka

Owner:

East Elevation

A204

Agenda Packet 95



1 Lateral Building Section (N/S)
1/4" = 1'-0"

#	Date	Description
2	12/7/21	Issued for Zoning Variation
1	11/7/21	Issued for DRB

ISSUE DATES

FILORAMO TALSMA
ARCHITECTURE
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Issue Date

Print Date: 12/7/2021 4:00:48 PM

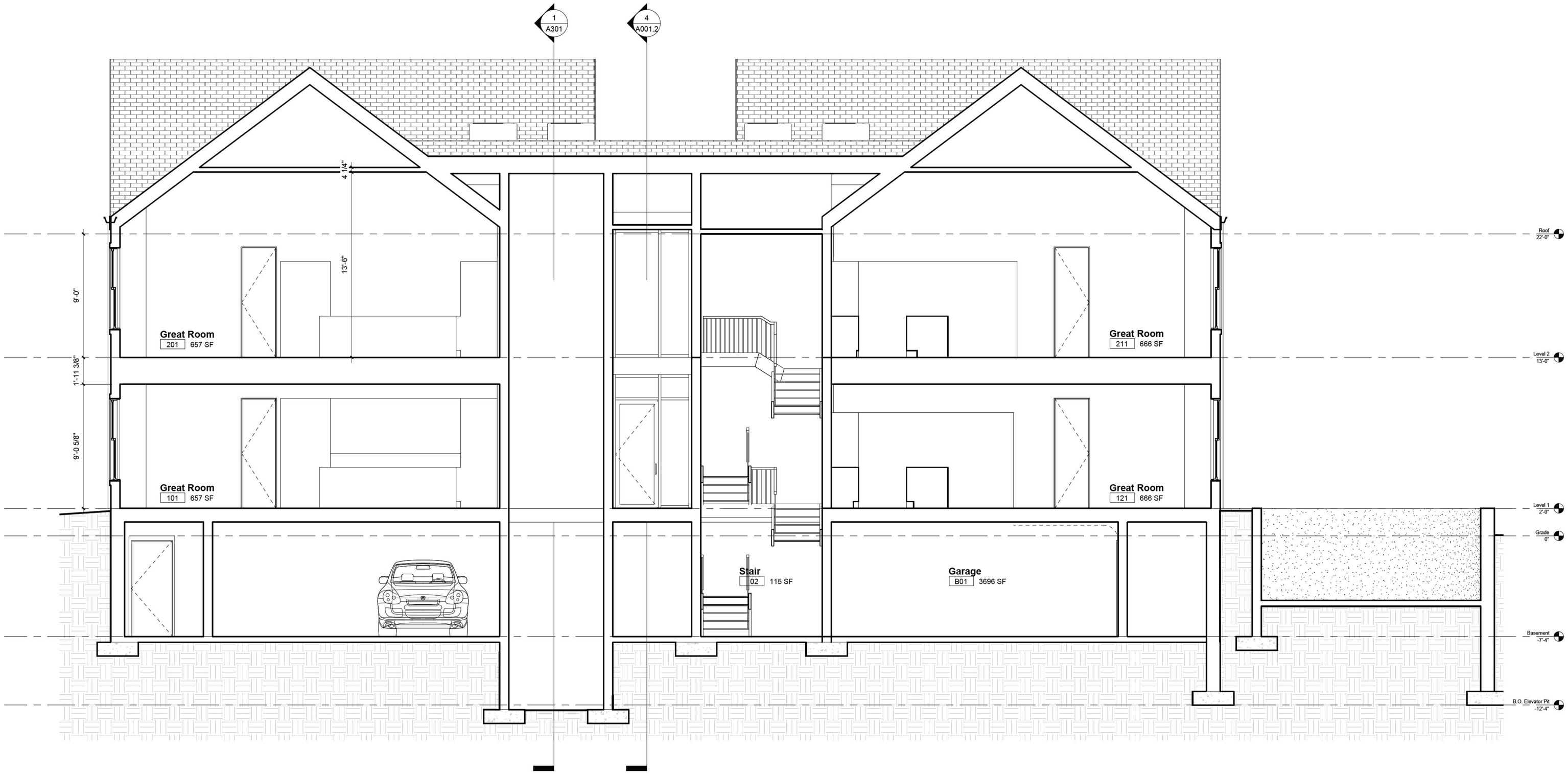
Project Name:

Cherry / Linden Homes
455 Linden Street, Winnetka

Owner:

Building Section

A301



1 Longitudinal Section
1/4" = 1'-0"

#	Date	Description
2	12/7/21	Issued for Zoning Variation
1	11/7/21	Issued for DRB

ISSUE DATES

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Issue Date

Print Date: 12/7/2021 4:00:49 PM

Project Name:

Cherry / Linden Homes
455 Linden Street, Winnetka

Owner:

Building Section

A302

1 Longitudinal Section
1/4" = 1'-0"

#	Date	Description
2	12/7/21	Issued for Zoning Variation
1	11/1/21	Issued for DRB

ISSUE DATES

FILORAMO TALSMA
ARCHITECTURE
1765 N Elston Ave., #226, Chicago, IL 60642 info@filoramotalsma.com

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Issue Date

Print Date: 12/7/2021 4:00:49 PM

Project Name:

Cherry / Linden Homes
455 Linden Street, Winnetka

Owner:

Building Section

A303

EXHIBIT C

UNCONDITIONAL AGREEMENT AND CONSENT

TO: The Village of Winnetka, Illinois (***"Village"***):

WHEREAS, Linden Winnetka LLC, an Illinois limited liability company (***"Applicant"***), is the record title owner of the parcel of real property commonly known as 455 Linden Street in Winnetka, Illinois (***"Subject Property"***); and

WHEREAS, the Subject Property is located within the B-1 Multifamily Residential District of the Village (***"B-1 District"***) measuring approximately 0.23 acres in size and is currently improved with a single-family residence which has been converted into two residential units (***"Existing Buildings"***); and

WHEREAS, the Applicant desires to demolish the Existing Buildings on the Subject Property and redevelop the Subject Property with a new, multifamily residential building (***"Proposed Improvements"***); and

WHEREAS, to permit construction of the Proposed Improvements, the Applicant filed an application for variations from: (i) Section 17.32.010.F of the Zoning Ordinance to permit a roofed lot coverage of 4,728.7 square feet; (ii) Section 17.32.010.H of the Zoning Ordinance to permit a corner yard setback of 16.36 feet; and (iii) Section 17.32.010.I of the Zoning Ordinance to permit a side yard setback of 0.46 feet and (iv) a certificate of appropriateness pursuant to Section 15.40.010 of the Village Code (collectively, the ***"Requested Relief"***); and

WHEREAS, Ordinance No. M-4-2022, adopted by the Village Council on_____, 2022 (***"Ordinance"***), grants the Requested Relief; and

WHEREAS, Section 9 of the Ordinance provides, among other things, that the Ordinance will be of no force or effect unless and until the Applicant has filed, within 60 days following the passage of the Ordinance, its unconditional agreement and consent to accept and abide by each and all of the terms, conditions, and limitations set forth in the Ordinance;

NOW, THEREFORE, the Applicant does hereby agree and covenant as follows:

1. The Applicant hereby unconditionally agrees to accept, consent to, and abide by each and all of the terms, conditions, limitations, restrictions, and provisions of the Ordinance.

2. The Applicant acknowledges that public notices and hearings have been properly given and held with respect to the adoption of the Ordinance, has considered the possibility of the revocation provided for in the Ordinance, and agrees not to challenge any such revocation on the grounds of any procedural infirmity or a denial of any procedural right.

3. The Applicant acknowledges and agrees that the Village is not and will not be, in any way, liable for any damages or injuries that may be sustained as a result of the Village's grant of the

Requested Relief for the Subject Property or its adoption of the Ordinance, and that the Village's approvals do not, and will not, in any way, be deemed to insure the Applicant against damage or injury of any kind and at any time.

4. The Applicant hereby agrees to hold harmless and indemnify the Village, the Village's corporate authorities, and all Village elected and appointed officials, officers, employees, agents, representatives, and attorneys, from any and all claims that may, at any time, be asserted against any of such parties in connection with the Village's adoption of the Ordinance granting the Requested Relief for the Subject Property.

5. The Applicant hereby agrees to pay all expenses incurred by the Village in defending itself with regard to any and all of the claims mentioned in this Unconditional Agreement and Consent. These expenses will include all out-of-pocket expenses, such as attorneys' and experts' fees, and will also include the reasonable value of any services rendered by any employees of the Village.

Dated: _____, 2022

ATTEST:	**LINDEN WINNETKA LLC**
By: _____	By: _____
Its: _____	Its: _____

MEMORANDUM
VILLAGE OF WINNETKA
COMMUNITY DEVELOPMENT DEPARTMENT

TO: DESIGN REVIEW BOARD

FROM: ANN KLAASSEN, SENIOR PLANNER

DATE: NOVEMBER 11, 2021

SUBJECT: 455 LINDEN STREET – NEW MULTI-FAMILY RESIDENTIAL BUILDING – CERTIFICATE OF APPROPRIATENESS (AMENDED CASE NO. 21-17-DR)

INTRODUCTION

On November 18, 2021, the Design Review Board (DRB) is scheduled to continue a public hearing on an amended application submitted by Nadeya Khalil (the "Applicant"), as the manager of Linden Winnetka, LLC, the owner of the property located at 455 Linden Street (the "Subject Property"). The Applicant proposes construction of a new four-unit multi-family residential building with below grade structure parking on the Subject Property and requests approval of a Certificate of Appropriateness.

As of the date of this memo, staff has received two written comments from the public regarding this application. These comments were provided in the September and October agenda packets and are therefore included in Attachment B2. Staff has not received any additional public correspondence since the October meeting.

OCTOBER 21 DESIGN REVIEW BOARD MEETING

On October 21, 2021, the DRB held its second review of design of the proposed building and landscaping as part of its consideration of granting a Certificate of Appropriateness to allow the construction of a new four-unit multi-family building on the Subject Property. The staff report for the October 21 meeting can be found in Attachment B2.

After hearing from the Applicant, the DRB heard comments from one member of the public. The nearby neighbor voiced concern regarding the project, including: (a) the height of the building; and (b) the appearance of the roof, and its effect on Linden Street and the neighborhood in general.

After hearing from the public, the Board discussed the proposed building. The Board members expressed concerns relating to: (a) the window organization, mass and context on the north elevation, as it relates to the neighboring properties; (b) the mass of the building encroaching on homes facing Linden Street; (c) the stair glazing with the current window pattern; (d) the window placement on the south elevation; and (e) the need for more information on the materials and the structure's color, as well as (f) the modern interpretation of a more traditional form. A copy of the draft October 21 minutes is included in the November 18 agenda packet for the DRB's approval.

After hearing the comments of the DRB, the Applicant requested a continuance until the November 18 meeting. The DRB granted the continuance to provide the Applicant an opportunity to address the comments and concerns raised at the October meeting.

AMENDED PROPOSED PLAN

In response to the comments at the October 21 DRB meeting, the Applicant has provided the attached revised plans (Attachment A2). The primary changes to the plans include: (a) replacement of the red brick element on the front elevation facing Cherry Street with a light sandstone color brick; (b) elimination of the stair glazing and introduction of a cantilevered bay feature on the staircase; (c) introduction of divided lite windows and a significant reduction in the number windows on the north elevation (previously 24, now 12); (d) introduction of a second sloping roof facing Linden Street and the east; (e) relocation of rooftop A/C units towards the center of the roof. The overall size of the building has been further reduced by 51 square feet.

At the November 18 meeting, the Applicant will review the revised plans and explain the design decisions in response to the Board's comments.

The images on the following pages compare some of the plans considered at the September 29 and October 21 DRB meetings with the current amended plan (Figures 1 through 6C).

Figure 1 –South Building Elevation – Cherry Street (September 29 Meeting)

Figure 1B – Previously Amended South Building Elevation – Cherry Street (October 21 Meeting)

Figure 1C – Current Amended South Building Elevation – Cherry Street

Figure 2 –West Building Elevation - Linden Street (September 29 Meeting)

Figure 2B – Previously Amended West Building Elevation - Linden Street (October 21 Meeting)

Figure 2C – Current Amended West Building Elevation – Linden Street

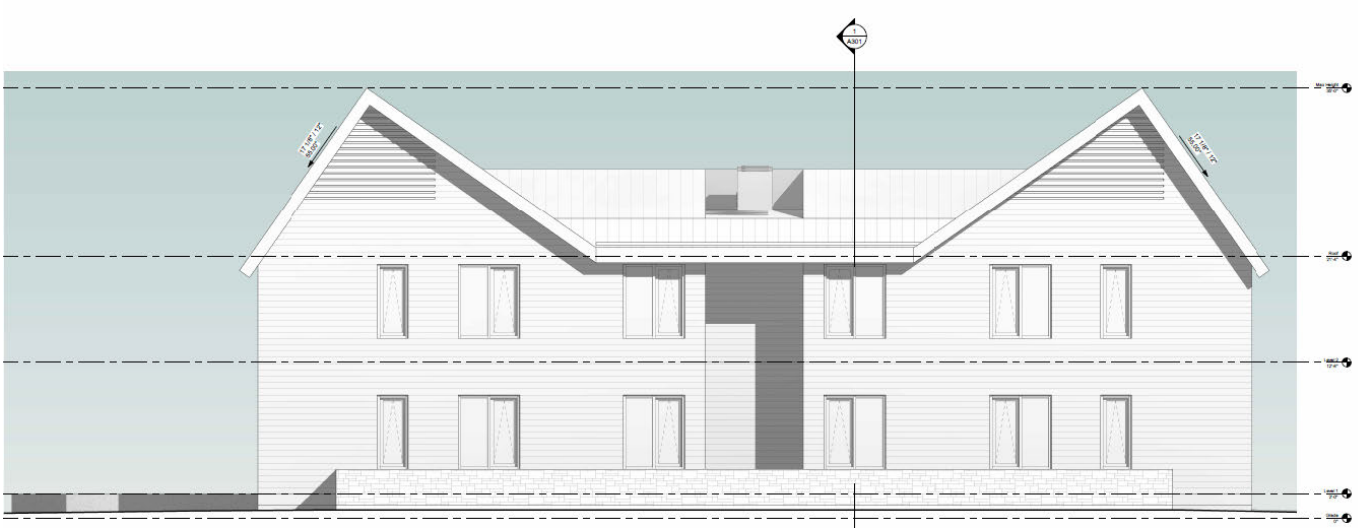


Figure 3 – North Building Elevation (September 29 Meeting)

Figure 3B – Previously Amended North Building Elevation (October 21 Meeting)

Figure 3C – Current Amended North Building Elevation

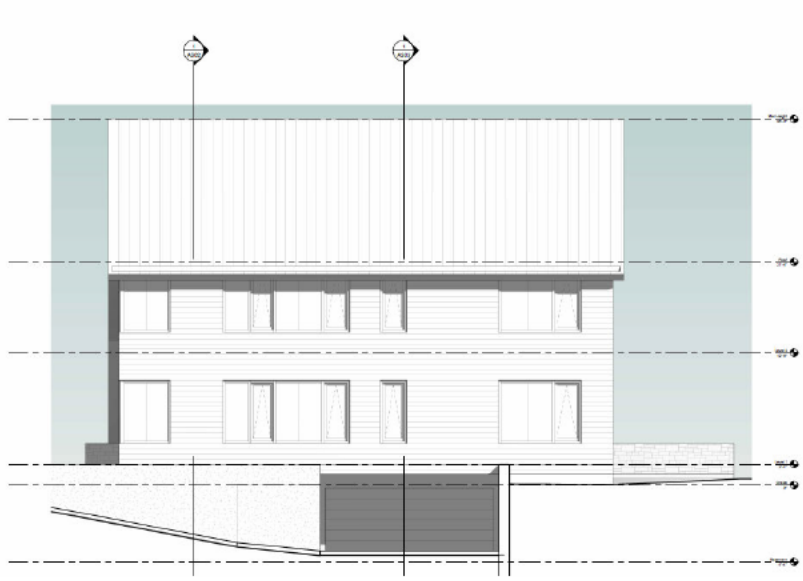


Figure 4 – East Building Elevation (September 29 Meeting)

Figure 4B – Amended East Building Elevation (October 21 Meeting)

Figure 4C – Current Amended East Building Elevation

Figure 5 – Rendered View from Southeast (September 29 Meeting)

Figure 5B – Amended Rendered View from Southeast (October 21 Meeting)

Figure 5C – Current Amended Rendered View from Southeast

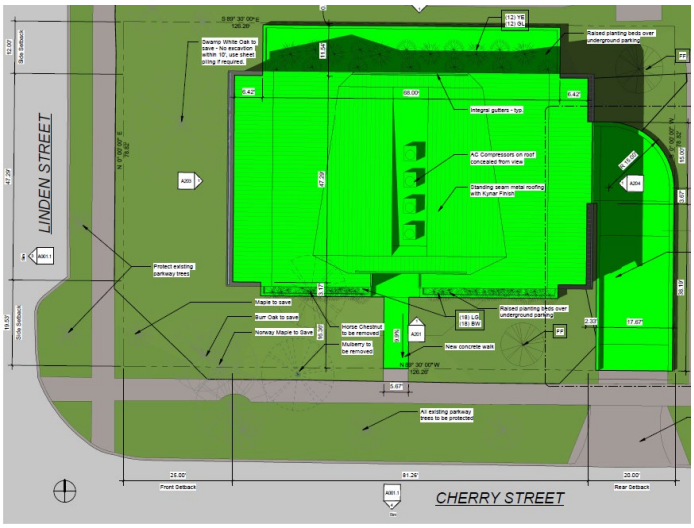


Figure 6 – Site Plan/Landscape Plan (September 29 meeting)

Figure 6B – Amended Site Plan/Landscape Plan (October 21 Meeting)

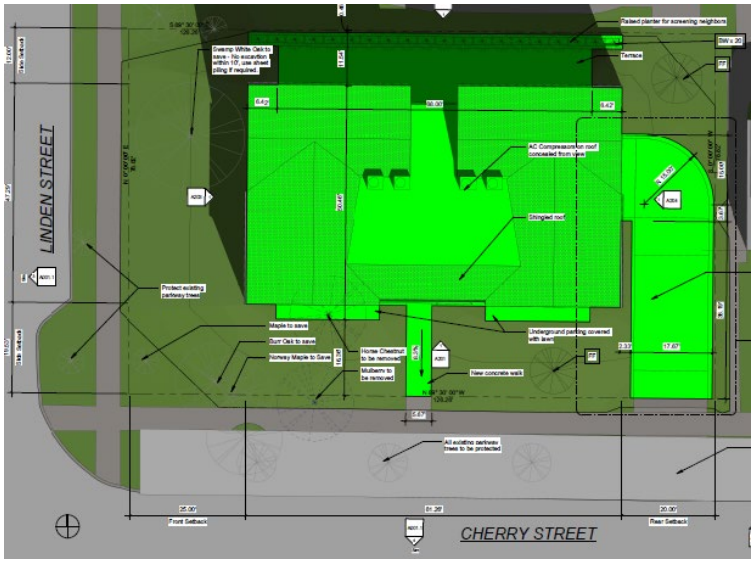


Figure 6C – Current Amended Site Plan/Landscape Plan

CERTIFICATE OF APPROPRIATENESS CONSIDERATIONS

As established by the Village Code, the Design Review Board is to consider the following four (4) factors in determining whether to grant a Certificate of Appropriateness:

(1) whether the proposed external architectural features and site improvements are appropriate to and compatible with the character of the immediate neighborhood;

(2) whether the proposed external architectural features and site improvements are appropriate to and compatible with adopted Village plans for and improvements in the immediate neighborhood, and including both urban design and site arrangement considerations (Note: Please refer to the early section "Property Description" in which the project consistency with the Comprehensive Plan is summarized).

(3) whether the proposed external architectural features and site improvements are consistent with applicable Village design guidelines and such standards and criteria as may be adopted by the Board; and

(4) the probable effect of the proposed external architectural features on the integrity of the immediate vicinity.

The Board will need to determine if the proposed multi-family building and its associated hardscape and landscape designs comply with the above standards.

An excerpt of the Village Design Guidelines is included in Attachment B2, highlighting standards which apply to multi-family residential buildings. It should be noted that these guidelines for multi-family residential buildings were generally designed for the Village's three core business districts – Elm Street, Hubbard Woods, and Indian Hill. However, the Board may find all or some of them applicable to the proposed project.

RECOMMENDATION

At the November 18, 2021, Design Review Board meeting, the Board is scheduled to consider the design of the Applicant's proposed multi-family residential building, as well as the associated hardscape and landscape designs.

After hearing from the Applicant and the public, the Board may decide to take action on one of two options:

1) Continue further review of the application to a date specific in order to provide the Applicant and/or staff additional time to address questions and comments from the Board.
2) Adopt a motion recommending approval or a motion recommending denial of a certificate of appropriateness for design of the proposed multi-family residential building, as well as the associated hardscape and landscape designs.

If the Board wishes to adopt a motion recommending approval or denial, a Board member may want to make a motion such as the following:

> *Move to recommend **approval [denial]** of a certificate of appropriateness for the **design of the building, hardscape and landscape for the proposed four-unit multi-family building on the Subject Property**, subject to the following conditions:*

A. [If the Board chooses to place conditions as part of its recommendation, it will want to include the conditions here.]

The Board's recommendation is based on evidence in the record, or a public document, and upon the following findings of fact:

(1) the proposed external architectural features and site improvements are appropriate to and compatible with the character of the immediate neighborhood;

(2) the proposed external architectural features and site improvements are appropriate to and compatible with adopted Village plans for and improvements in the immediate neighborhood, and including both urban design and site arrangement considerations;

(3) the proposed external architectural features and site improvements are consistent with applicable Village design guidelines and such standards and criteria as may be adopted by the Board; and

(4) the probable effect of the proposed external architectural features on the integrity of the immediate vicinity.

ATTACHMENTS

Attachment A2: Revised Plans
Attachment B2: October 14, 2021, DRB Staff Report and Attachments

MEMORANDUM
VILLAGE OF WINNETKA
COMMUNITY DEVELOPMENT DEPARTMENT

TO: DESIGN REVIEW BOARD

FROM: ANN KLAASSEN, SENIOR PLANNER

DATE: OCTOBER 14, 2021

SUBJECT: 455 LINDEN STREET – NEW MULTI-FAMILY RESIDENTIAL BUILDING – CERTIFICATE OF APPROPRIATENESS (AMENDED CASE NO. 21-17-DR)

INTRODUCTION

On October 21, 2021, the Design Review Board (DRB) is scheduled to continue a public hearing on an amended application submitted by Nadeya Khalil (the "Applicant"), as the manager of Linden Winnetka, LLC, the owner of the property located at 455 Linden Street (the "Subject Property"). The Applicant proposes construction of a new four-unit multi-family residential building with below grade structure parking on the Subject Property and requests approval of a Certificate of Appropriateness.

As of the date of this memo, staff has received two written comments from the public regarding this application. One comment was included in the September 23, 2021, staff report and is therefore included in Attachment B1. The second comment was received subsequent to the distribution of the September report and provided to the DRB via email prior to the September meeting, and is also included in this report as Attachment C1. Staff as not received any additional public correspondence since the September 29 meeting.

SEPTEMBER 29 DESIGN REVIEW BOARD MEETING

On September 29, 2021, the DRB held its first review of design of the proposed building and landscaping as part of its consideration of granting a Certificate of Appropriateness to allow the construction of a new four-unit multi-family building on the Subject Property. The staff report for the September 29 meeting can be found in Attachment B1.

After hearing from the Applicant, the DRB heard comments from two members of the public. One nearby resident read the letter provided in Attachment C1, which outlined concerns regarding the project, including: (a) the project being too bulky compared to the rest of the neighborhood; (b) the raised beds above the underground parking being out of character and contributing to the bulk of the building; and (c) the design of the project and materials being inconsistent with the neighborhood and the Village's Design Guidelines. Another nearby resident voiced concern that there would not be adequate parking provided on site and therefore parking would carry over onto adjacent streets, which are already heavily parked.

After hearing from the public, the Board discussed the proposed building. The Board members expressed concern regarding the design of the roof, specifically the differing slopes, and the overall building design fitting into the character of the neighborhood and the Village as a whole. Five of the Board members expressed concern regarding the bulk and massing of the building and one member was

not concerned with the massing and felt the scale of the building is appropriate for its surroundings. The Board also expressed an interest with the Applicant increasing the amount of articulation on the front of the building to reduce the appearance of bulk on the front elevation. Some Board members commented that the current design is lacking the traditional qualities in buildings throughout the Village. A copy of the draft September 29 minutes is included in the October 21 agenda packet for the DRB's approval.

After hearing the comments of the DRB, the Applicant requested a continuance until the October meeting. The DRB granted the continuance to provide the Applicant an opportunity to consider making changes to the proposed building.

AMENDED PROPOSED PLAN

In response to the comments at the September 29 DRB meeting, the Applicant has provided the attached revised plans (Attachment A1). The primary changes to the plans include: (a) elimination of the asymmetrical roof design; (b) elimination of the louver features on the front elevation; (c) exterior finishes and colors; (d) additional building line articulation on the front elevation facing Cherry Street; (e) elimination of the raised planter beds; and (f) the rooftop AC condensers have been moved toward the north building wall. The Applicant is now proposing lawn above the underground parking along the front elevation and a terrace above the underground parking on the north side of the building. The overall size of the building has been reduced by approximately 81 square feet.

At the October 21 meeting, the Applicant will review the revised plans and explain the design decisions in response to the Board's comments.

The images on the following pages compare some of the plans considered at the September 29 DRB meeting with the current amended plan (Figures 1 through 6B).

Figure 1 –South Building Elevation – Cherry Street (September 29 Meeting)

Figure 1B – Amended South Building Elevation – Cherry Street

Figure 2 –West Building Elevation along Linden Street (September 29 Meeting)

Figure 2B – Amended West Building Elevation along Linden Street

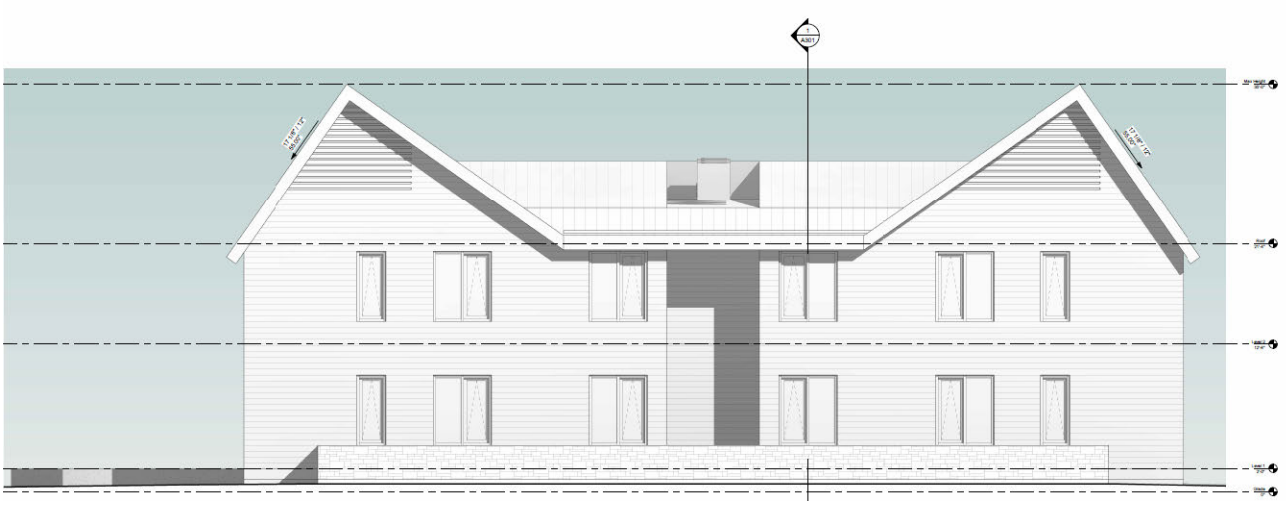


Figure 3 – North Building Elevation (September 29 Meeting)

Figure 3B – Amended North Building Elevation

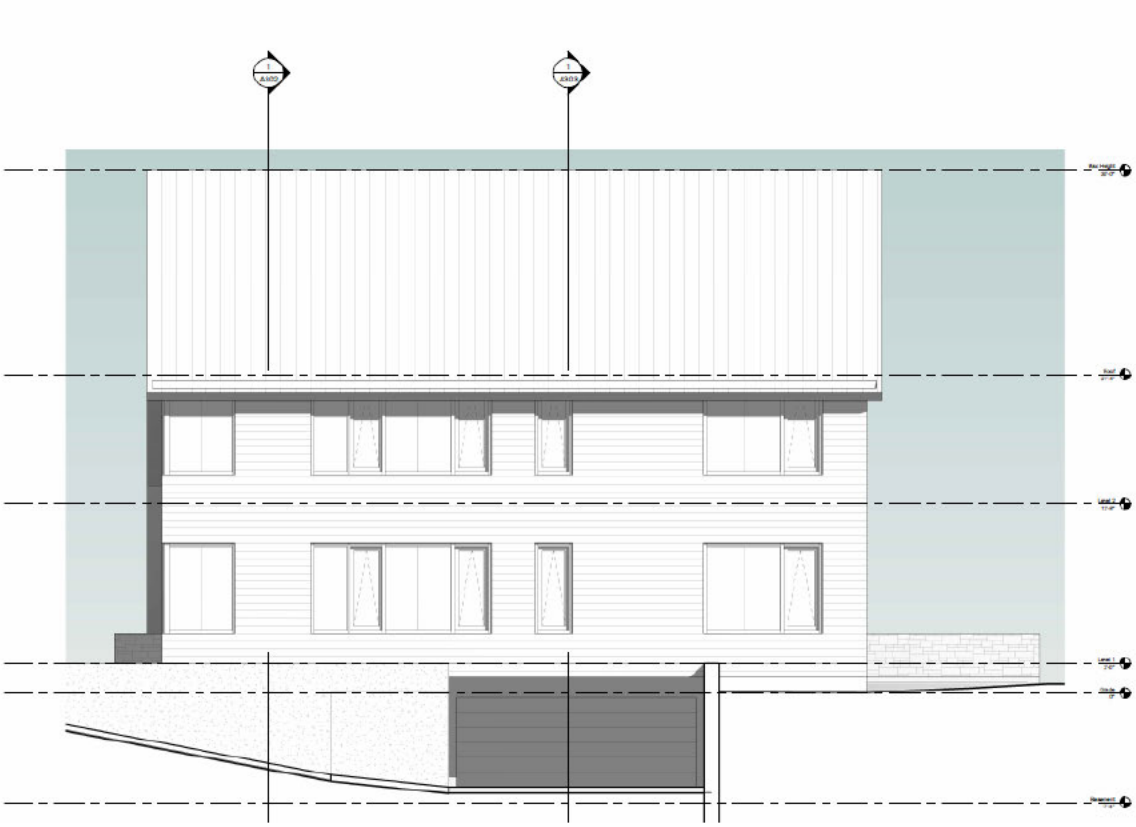


Figure 4 – East Building Elevation (September 29 Meeting)

Figure 4B – Amended East Building Elevation

Figure 5 – Rendered View from Southeast (September 29 Meeting)

Figure 5B – Amended Rendered View from Southeast

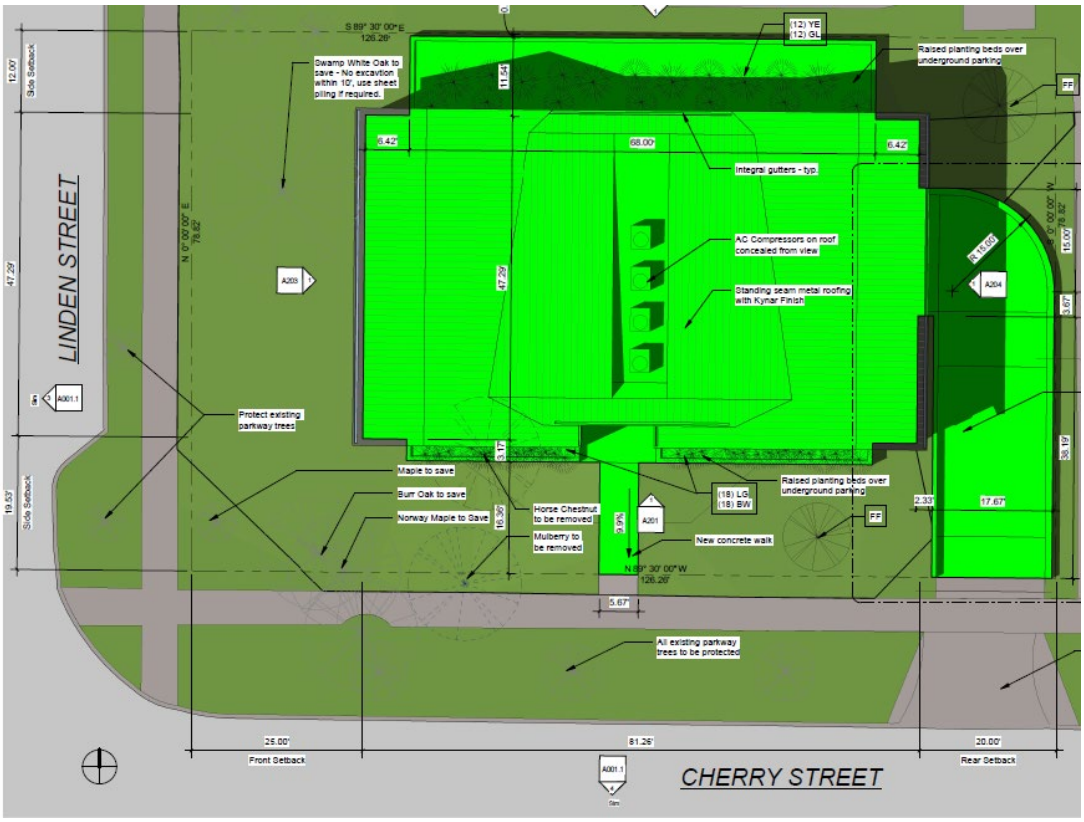


Figure 6 – Site Plan/Landscape Plan (September 29 meeting)

Figure 6B – Amended Site Plan/Landscape Plan

CERTIFICATE OF APPROPRIATENESS CONSIDERATIONS

As established by the Village Code, the Design Review Board is to consider the following four (4) factors in determining whether to grant a Certificate of Appropriateness:

(1) whether the proposed external architectural features and site improvements are appropriate to and compatible with the character of the immediate neighborhood;

(2) whether the proposed external architectural features and site improvements are appropriate to and compatible with adopted Village plans for and improvements in the immediate neighborhood, and including both urban design and site arrangement considerations (Note: Please refer to the early section "Property Description" in which the project consistency with the Comprehensive Plan is summarized).

(3) whether the proposed external architectural features and site improvements are consistent with applicable Village design guidelines and such standards and criteria as may be adopted by the Board; and

(4) the probable effect of the proposed external architectural features on the integrity of the immediate vicinity.

The Board will need to determine if the proposed multi-family building and its associated hardscape and landscape designs comply with the above standards.

An excerpt of the Village Design Guidelines is included in Attachment B1, highlighting standards which apply to multi-family residential buildings. It should be noted that these guidelines for multi-family residential buildings were generally designed for the Village's three core business districts – Elm Street, Hubbard Woods, and Indian Hill. However, the Board may find all or some of them applicable to the proposed project.

RECOMMENDATION

At the October 21, 2021, Design Review Board meeting, the Board is scheduled to consider the design of the Applicant's proposed multi-family residential building, as well as the associated hardscape and landscape designs.

After hearing from the Applicant and the public, the Board may decide to take action on one of two options:

1) Continue further review of the application to a date specific in order to provide the Applicant and/or staff additional time to address questions and comments from the Board.
2) Adopt a motion recommending approval or a motion recommending denial of a certificate of appropriateness for design of the proposed multi-family residential building, as well as the associated hardscape and landscape designs.

If the Board wishes to adopt a motion recommending approval or denial, a Board member may want to make a motion such as the following:

> *Move to recommend **approval [denial]** of a certificate of appropriateness for the **design of the building, hardscape and landscape for the proposed four-unit multi-family building on the Subject Property**, subject to the following conditions:*

A. [If the Board chooses to place conditions as part of its recommendation, it will want to include the conditions here.]

The Board's recommendation is based on evidence in the record, or a public document, and upon the following findings of fact:

(1) the proposed external architectural features and site improvements are appropriate to and compatible with the character of the immediate neighborhood;

(2) the proposed external architectural features and site improvements are appropriate to and compatible with adopted Village plans for and improvements in the immediate neighborhood, and including both urban design and site arrangement considerations;

(3) the proposed external architectural features and site improvements are consistent with applicable Village design guidelines and such standards and criteria as may be adopted by the Board; and

(4) the probable effect of the proposed external architectural features on the integrity of the immediate vicinity.

ATTACHMENTS

Attachment A1: Revised Plans
Attachment B1: September 23, 2021, DRB Staff Report and Attachments
Attachment C1: Public Correspondence Not Included in September 23 Report

MEMORANDUM
VILLAGE OF WINNETKA
COMMUNITY DEVELOPMENT DEPARTMENT

TO: DESIGN REVIEW BOARD

FROM: ANN KLAASSEN, SENIOR PLANNER

DATE: SEPTEMBER 23, 2021

SUBJECT: 455 LINDEN STREET – NEW MULTI-FAMILY RESIDENTIAL BUILDING – CERTIFICATE OF APPROPRIATENESS (CASE NO. 21-17-DR)

INTRODUCTION

On September 29, 2021, the Design Review Board (DRB) is scheduled to hold a public hearing on an application submitted by Nadeya Khalil (the "Applicant"), as the manager of Linden Winnetka, LLC, the owner of the property located at 455 Linden Street (the "Subject Property"). The Applicant proposes construction of a new four-unit multi-family residential building with below grade structure parking on the Subject Property and requests approval of a Certificate of Appropriateness. This case was originally scheduled for the July 15, 2021, DRB meeting; however, prior to the meeting, the Applicant requested a continuance until the August 19, 2021, DRB meeting. The item was not ready for the August meeting. The Applicant is now ready to present its request to the DRB.

A mailed notice has been sent to property owners within 250 feet of the Subject Property, in compliance with the Village Code. As of the date of this memo, the Village has received one written comment from the public regarding this application, which is included in Attachment D.

PROPERTY DESCRIPTION

The Subject Property, which consists of approximately 0.23 acres (9,952 square feet), is located on the northeast corner of the intersection of Linden and Cherry Streets. Because the lot area is less than 10,000 square feet, redevelopment of the Subject Property does not require approval of a planned development nor may the Applicant request planned development approval. The Subject Property contains an existing two-story multi-family residential building containing two units and a detached garage. Figures 1 through 3 on the following pages identify the Subject Property.

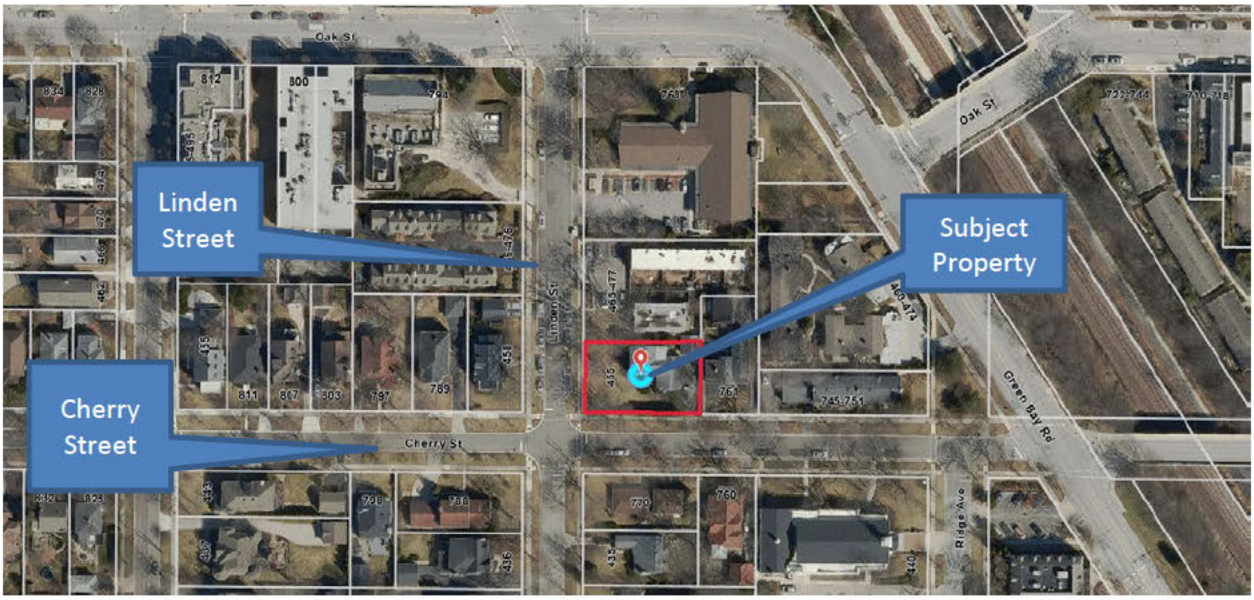


Figure 1 – Aerial Map

Figure 2 – Subject Property – Looking Northwest

Figure 3 – Subject Property – South Elevation (Cherry Street)

The Land Use Map of the 2020 Comprehensive Plan designates the Subject Property as appropriate for "Single Family Residential" uses. The Subject Property is located in a transitional area with condos, townhouses, and single-family residential uses in the immediate vicinity. The Land Use Plan Map designates the property to the north as appropriate for "Townhouse Residential" and the properties to the east, west and south as appropriate for "Single Family Residential" (see Figure 4).

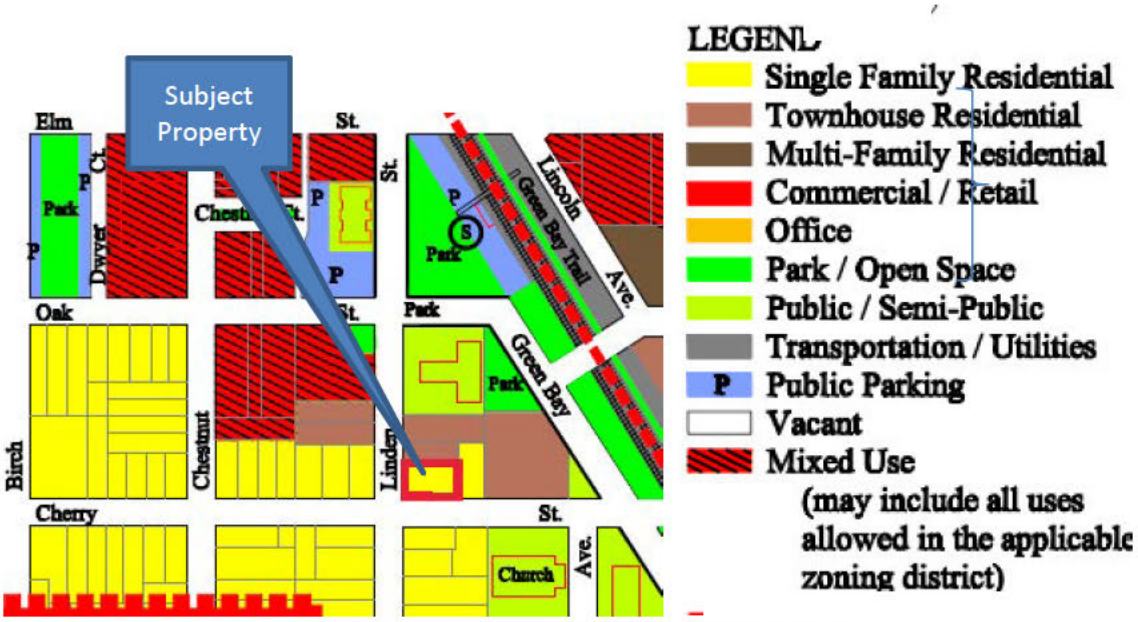


Figure 4 – Comprehensive Plan Land Use Map

The Subject Property is zoned B-1 Multi-Family Residential, and it is bordered by B-1 Multi-Family Residential to the north, east, and west, and R-5 Single Family Residence to south (see Figure 5).

Even though the existing use, as well as the proposed use, of the Subject Property as multi-family residential is not consistent with the Comprehensive Plan Land Use Map, the use of the property complies with the property's multi-family residential zoning classification. The purpose of the designation for single family uses in the Comprehensive Plan is that if someone would like to use the property for something other than what is allowed under the property's current zoning, the preferred land use is single-family residential use. Along Linden Street to the north there is a multi-family development and the Winnetka-Northfield Public Library. To the east of the Subject Property, along Cherry Street, are multi-family structures. Across both Linden and Cherry Streets, are single-family residential homes (see Attachment B for photographs). The B-1 District allows multi-family structures at a density no greater than 18 units per acres, which for the Subject Property would be four units.

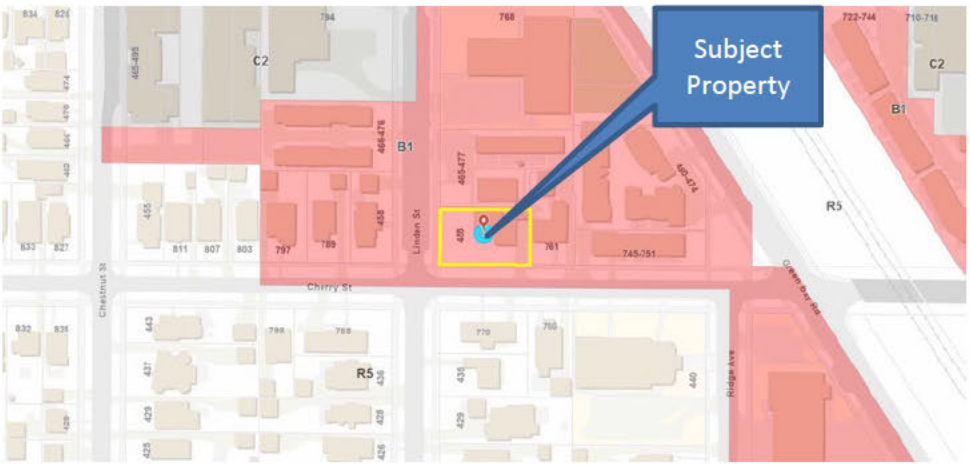


Figure 5 – Zoning Map

PROPOSED PLAN

The proposed development of the Subject Property, referred to as Cherry/Linden Homes, consists of four single-level units; two units measuring approximately 1,709 square feet and two units measuring 1,697 square feet, in two stories with 10 enclosed below grade parking spaces. The vehicular access to the site would be provided by one driveway that runs along the east property line, in the general location of the existing driveway. The two required guest parking spaces would be provided in the below grade parking garage, with additional street parking available on Cherry and Linden Streets.

Excerpts of the proposed site plan/landscape plan and building elevations of the proposed development are provided on the following page as Figures 6 through 9. The complete set of plans are provided in the application materials (Attachment A).

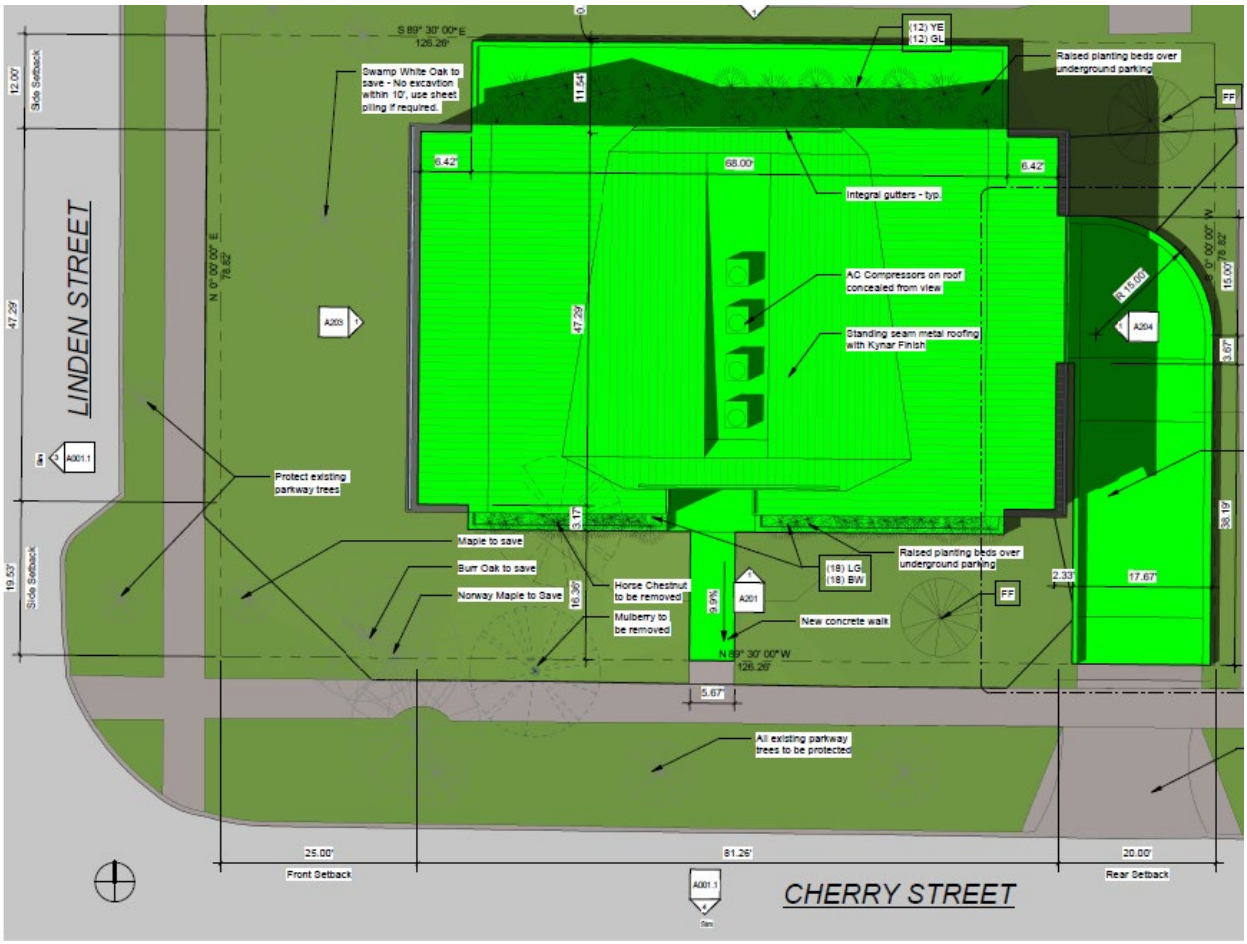


Figure 6 – Site Plan/Landscape Plan

Figure 7 – South Building Elevation – Cherry Street

Figure 8 – West Building Elevation – Linden Street

Figure 9 – Rendered view from Southeast

The Applicant describes the proposed architectural design as a combination of modern and traditional styles, while being mindful of the neighborhood. Portions of the below grade parking garage would extend beyond the first and second floors above and would be topped with raised planting beds to provide a transition between the building and surrounding landscape. As described in the design approach provided by the Applicant, the exterior materials would include pre-stained cedar siding, limestone cladding, and a metal roof. The air conditioning compressors would be located in the approximate center of the roof, concealed from view. The proposed driveway and front walk would be concrete. A proposed plant list is provided on Sheet A001 of the attached application materials, which are included in this report as Attachment A. The plans do not identify the location of refuse and recycling containers or exterior lighting. The Applicant has provided cut sheets for the proposed exterior materials, which are also included in Attachment A.

The Village stormwater regulations require that the development provide detention for the maximum allowed impermeable lot coverage, which in this case is 60% of the lot area. The Applicant is currently working with a civil engineer to develop an on-site detention system. Once civil engineering plans are submitted by the Applicant, the Village Engineer will review the proposed stormwater detention system for compliance with the Village stormwater regulations.

ZONING RELIEF

Although zoning relief is not the purview of the DRB, it should be noted that based on a preliminary zoning review of the plans received to date for the certificate of appropriateness, at least three variations would appear to be required to allow the proposed development on the Subject Property: (1) roofed lot coverage; (2) corner yard setback (Cherry Street); and (3) side yard setback (north).

Roofed Lot Coverage. The lot area allows a maximum roofed lot coverage of 3,980.72 square feet. As proposed, the building consists of approximately 4,824 square feet, requiring a variation of 843.28 square feet (21.18%). Approximately 1,000 square feet of the below grade garage that extends beyond the floors above is included in the roofed lot coverage.

Corner Yard Setback (Cherry Street). A corner yard setback of 19.53 feet is required from Cherry Street. The proposed development would provide a setback of 16.36 feet, which requires a variation of 3.17 feet (16.23%). The proposed setback is measured to the below grade garage. The above grade portion of the building would be setback 19.53 feet.

Side Yard Setback. A side yard setback of 12 feet is required from the north property line. As currently proposed, the building, as measured to the below grade garage, would provide a setback of 0.46 feet, requiring a variation of 11.54 feet (96.17%). The above grade portion of the building would be setback 12 feet.

The Applicant is in the process of preparing to submit a variation application for zoning relief. Once an application is received and the plans are reviewed by staff to make a final determination on the zoning relief necessary, a public hearing will be scheduled for the Zoning Board of Appeals (ZBA) to consider the requested zoning relief. A mailed notice of the ZBA meeting will be sent to property owners within 250 feet of the Subject Property.

CERTIFICATE OF APPROPRIATENESS CONSIDERATIONS

As established by the Village Code, the Design Review Board is to consider the following four (4) factors in determining whether to grant a Certificate of Appropriateness:

(1) whether the proposed external architectural features and site improvements are appropriate to and compatible with the character of the immediate neighborhood;

(2) whether the proposed external architectural features and site improvements are appropriate to and compatible with adopted Village plans for and improvements in the immediate neighborhood, and including both urban design and site arrangement considerations (Note: Please refer to the early section "Property Description" in which the project consistency with the Comprehensive Plan is summarized).

(3) whether the proposed external architectural features and site improvements are consistent with applicable Village design guidelines and such standards and criteria as may be adopted by the Board; and

(4) the probable effect of the proposed external architectural features on the integrity of the immediate vicinity.

The Board will need to determine if the proposed multi-family building and its associated hardscape and landscape designs comply with the above standards.

An excerpt of the Village Design Guidelines is included as Attachment C, highlighting standards which apply to multi-family residential buildings. It should be noted that these guidelines for multi-family residential buildings were generally designed for the Village's three core business districts – Elm Street, Hubbard Woods, and Indian Hill. However, the Board may find all or some of them applicable to the proposed project.

RECOMMENDATION

At the September 29, 2021, Design Review Board meeting, the Board is scheduled to consider the design of the Applicant's proposed multi-family residential building, as well as the associated hardscape and landscape designs.

After hearing from the Applicant and the public, the Board may decide to take action on one of two options:

1) Continue further review of the application to a date specific in order to provide the Applicant and/or staff additional time to address questions and comments from the Board.
2) Adopt a motion recommending approval or a motion recommending denial of a certificate of appropriateness for design of the proposed multi-family residential building, as well as the associated hardscape and landscape designs.

If the Board wishes to adopt a motion recommending approval or denial, a Board member may want to make a motion such as the following:

> *Move to recommend **approval [denial]** of a certificate of appropriateness for the **design of the building, hardscape and landscape for the proposed four-unit multi-family building on the Subject Property**, subject to the following conditions:*
>
> ***A. [If the Board chooses to place conditions as part of its recommendation, it will want to include the conditions here.]***
>
> *The Board's recommendation is based on evidence in the record, or a public document, and upon the following findings of fact:*
>
> *(1) the proposed external architectural features and site improvements are appropriate to and compatible with the character of the immediate neighborhood;*
>
> *(2) the proposed external architectural features and site improvements are appropriate to and compatible with adopted Village plans for and improvements in the immediate neighborhood, and including both urban design and site arrangement considerations;*
>
> *(3) the proposed external architectural features and site improvements are consistent with applicable Village design guidelines and such standards and criteria as may be adopted by the Board; and*
>
> *(4) the probable effect of the proposed external architectural features on the integrity of the immediate vicinity.*

ATTACHMENTS

Attachment A: Application Materials
Attachment B: Photographs of Area Properties
Attachment C: Excerpts of Village Design Guidelines
Attachment D: Public Comments

ATTACHMENT D

From: Gallagher, Maureen
To: Planning
Subject: Fwd: Re Case no 21-17-DR /455 Linden
Date: Friday, July 9, 2021 10:21:49 AM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Approved letter (edited) below thank you !!

Sent from my iPhone

Begin forwarded message:

From: "Gallagher, Maureen" <maureen.gallagher@cbexchange.com>
Date: July 8, 2021 at 4:09:23 PM CDT
To: "planning@winnetka.org" <planning@winnetka.org>
Subject: Re Case no 21-17-DR /455 Linden

Hello !
I am owner of SF at corner of Linden & Cherry
directly across from proposed 4 unit multi family. (770 Cherry St .)
I received your letter and wanted to comment.
I am a Real Estate Broker with Coldwell Banker .
My major concerns re Design and Density .
The proposed design is not attractive and
does not fit well with the neighborhood .
There is no brick at all and does not match
or blend in with other townhomes in the
neighborhood . (Ie Brick townhomes across
from library , brick townhomes beside the library
or the brick townhomes just east of subject property at Cherry & Green Bay .)

My concerns :
1) adverse effect on property value of my home
at 770 Cherry St . (and other homes in the neighborhood) .
2) Design is not aesthetically pleasing in its current state . Too much siding ,
looks too commercial Ie like a large shed or warehouse

The asymmetric design of roofline is one of
the major detracting features . I showed the
Design to 3 family members who do not reside
in my household and they all agreed it did not
fit in with architecture in the neighborhood and
they did not like the design at all.

I think a more traditional design akin to the

Townhomes across from library would be a
better and more appropriate design for the
Neighborhood & for Winnetka .

3) Density for this corner . It's a busy corner with traffic & parking is always tight on Cherry St

in front of my house . Between the Library and
Church there is already high density

and could be very crowded at the stop sign, especially on Cherry & Linden but also on Cherry & Green Bay , leading to congestion

and possible car accidents.
Also with underground garage proposed it is
likely lengthy construction and if there are any
issues or construction delays could become
an eyesore and remain 1/2 finished for quite
a long period of time, creating a danger as well
(Ie gaping hole in the ground or 1/2 finished
garage and potential danger for children .)

There are just too many other townhomes in this quadrant (3 others) and this one doesn't match or fit in with any of them . The others are all brick & attractive & charming .
With all due respect ; the proposed design lacks character & charm in my opinion .

Also the other 3 corners feature single family homes and this corner should arguably be Single Family . (even though it is supposed to be a 2 unit multi family at present it looks like a single family).
I think it is important to keep the continuity of architecture & design in the Community .

Conclusion: this is Not an Appropriate property for this location . Single family much preferred .

Or townhome with more traditional brick
elements and design .

Thanks so much for hearing my comments ,

Maureen Gallagher
770 Cherry St
Winnetka , IL
60093

***Also what is estimated construction timeline
duration of project & how much do they plan
on selling units for and how many cars will be parking in the garage . The
entrance appears

directly across the street from my driveway and
as it is ,it is often difficult to pull out of my drive
with traffic at the four way stop at Cherry &
Linden . My neighbor to East in the same boat .
Adding 8-20 cars coming in and out of a garage
so close to the four way stop could really be
a challenge in my opinion .

Sent from my iPhone

Wire Fraud is Real. Before wiring any money, call the intended recipient at a number you know is valid to confirm the instructions. Additionally, please note that the sender does not have authority to bind a party to a real estate contract via written or verbal communication.

ATTACHMENT C1

Margaret K. Carton
476 Linden Street
ois 60093
[redacted]

Design Review Board
Village of Winnetka
Winnetka, Illinois 60093

To Whom it May Concern:

I am writing in regard to the proposed multi-family residential building and landscape at 455 Linden in Winnetka.

As a neighbor and Winnetka resident, I have reviewed the proposal and have several comments.

1. The A001 site map graphically depicts the relationship between the proposed building and adjacent structures. In all instances, the proposed building extends beyond the established setbacks of its neighbors. The result is a bulky structure which seems inconsistent and incompatible with the established residential nature and character of the neighborhood. Further, It appears to loom over Cherry Street.

2. The elevation of the proposed building depicted on sheet A001.1 shows it dwarfing the adjacent structures. The raised beds exacerbate the problem. The project seems overbuilt on the site and lacks a respect for the site.

3. The 2' raised beds, necessary to accommodate the underground parking, are at odds with the residential character of the neighborhood and contribute to the bulky massing of the proposed project.

4. Although not directly the purview of the DRB, the variances necessary for the completion of this project - namely the raised beds - contribute to the visual and actual overbuilding of the site. While I understand that the site is zoned B1 to accommodate a multi-family project, I would suggest that the construction of four three bedroom + den apartments with underground parking is inappropriate on a corner lot of approximately 9,952 square feet. The requisite raised beds, screening the underground parking, are still building components. Zoning regulations and constraints are codified for many reasons - one being to maintain the character of a neighborhood or area.

5. While I understand that taste is relative, I would argue that the design of the project and materials, specifically the use of a standing seam metal roof and raised beds are inconsistent with the neighborhood and village design guidelines.

Sincerely,

Margaret Carton
Registered Architect

Winnetka Design Review Board/Sign Board of Appeals
Excerpt of Special Meeting Minutes
September 29, 2021

Members Present:	Kirk Albinson, Chairman
	Michael Klaskin
	Paul Konstant
	Katie Moor
	Michael Ritter
Members Absent:	Maggie Meiners
Village Staff:	David Schoon, Director of Community Development
	Ann Klaassen, Senior Planner

***

Case No. 21-17: 455 Linden Street - New Multi-Family Residential Building (*Continued from the July 15, 2021 meeting*): Certificate of Appropriateness to allow the construction of a new four-unit multi-family residential building at 455 Linden Street.

Matt Holmes introduced himself as the attorney for the applicant. Ayman Khalil, the owner/applicant, stated there is an existing two-unit single family home and their plans are to turn it into a four-unit building. He then described how the units would be laid out as well as underground parking, the proposed materials and design. Mr. Holmes then asked if there were any questions.

Chairman Albinson asked for additional information with regard to the building's materials. Chris Talsma, the architect for the project, described their plans in further detail in terms of the building's appearance and their consideration of the ordinance. He also described the features they planned to use to break up the elevation. He stated the result would be an honest building with integrity which would hold up for a long time.

Chairman Albinson then asked if there were any questions from the Board. Mr. Konstant asked if there were fireplaces in the main room. Mr. Talsma responded the fireplaces in the units would be unvented. Mr. Konstant then referred to the use of cedar which he commented seemed contrary. Mr. Talsma explained the reasoning for its use and that he is open to alternatives. Mr. Konstant then stated he is concerned with the scale, parking and the building next door. Mr. Talsma stated color samples are available. Chairman Albinson questioned the use of stone. Mr. Talsma stated the stone would be used around the planting beds and to anchor the chimney. He referred the Board to Sheet A-301 of the planting bed. Chairman Albinson questioned the louver and Mr. Talsma indicated it is a decorative feature. He then stated there would be non-functioning louvers in the attic space too, but those may be eliminated because he has had to make changes to comply with zoning. He added the cedar would require maintenance and would be pre-stained. Mr. Ritter questioned the building height and Ms. Klaassen confirmed the height is within the restrictions.

Chairman Albinson then asked for public comments. Michael O'Connell, a Linden Place Condominium Board Member, stated they put together a list of their objections to the design which he read into the record. Katherine O'Connor of the Linden Place Condominiums stated her concerns related to the 10 underground parking spaces actually resulting in seven spaces for four units which would not be adequate.

Chairman Albinson asked if there were any other comments. He then read Member Meiners' comments into the record.

Chairman Albinson then called the matter in for discussion. Mr. Ritter agreed with Ms. Meiners' comments and those made by the condominium group. He then stated while the height is within the limits, it would loom over the building next door. Mr. Ritter then stated the architectural style, color, etc. is not compatible with the neighborhood. Several Board Members agreed with Mr. Ritter's comments and concluded they would not support the request.

Chairman Albinson stated while he is not concerned with the massing, the townhomes to the north have flat roofs and the property to the east is a 1½ story structure and relative to other buildings in the Village, it would not be out of place. He then referred to the land use planning map for the area and noted the parcel is one of the last single-family parcels on the block and is already serving as a multi-family building. Chairman Albinson then referred to the proposed unique architectural design and different roof pitches and suggested simple design changes can be done which would still allow the applicant to have creative freedom. He concluded he is also not in support of the request. Mr. Konstant referred to the relief at the entryway which he estimated to be only four feet. The elevation is deceptive as it makes the relief appear to be greater. The design would have a bulky appearance. Mr. Talsma asked the Board Members for additional guidance. Chairman Albinson outlined the features such as the asymmetrical roof slope and the transitional contemporary design not being fully developed as well as the massing at the entry. He then encouraged further exploration by the applicant. Mr. Schoon stated the Board can allow a continuance with the Board providing its recommendation to the Village Council at a future meeting. Mr. Talsma asked for a continuance to address the Board's concerns.

Chairman Albinson asked the Board members to confirm they are available if they were to continue the request to the October 21, 2021, meeting date. The Board Members confirmed their availability. The item was continued to October 21, 2021.

***

Winnetka Design Review Board/Sign Board of Appeals
Excerpt of Meeting Minutes
October 21, 2021

Members Present:	Kirk Albinson, Chairman
	Paul Konstant
	Maggie Meiners
	Katie Moor
Members Absent:	Michael Klaskin
	Michael Ritter
Village Staff:	David Schoon, Director of Community Development
	Christopher Marx, Associate Planner

***

Case No. 21-17: 455 Linden Street – New Multi-Family Residential Building (*Continued from the September 29, 2021 special meeting*): Certificate of Appropriateness to allow construction of a new four unit multi-family residential building at 455 Linden Street.

Mr. Schoon noted the request was continued from the last meeting due to the Board's concerns relating to the original design and a revised plan was submitted by the applicant.

The applicant stated a lot of the exterior appearance was revised including the Board's suggestions. Chris Talsma, the architect, stated they responded to key concerns raised by the Board including the roof line which was straightened out along with window revisions and painted clapboard siding to match the building next door. He also stated the planters would be removed and the underground parking would project only 2 feet out from the façade. Mr. Talsma then stated a terrace at grade is now included in place of the planters and that an architectural shingle roof would be used along with red brick noting the building height would be 1 foot lower than ordinance requirements. He then asked if there were any questions.

Chairman Albinson questioned the stair element and Mr. Talsma responded by describing the material to be used in an attempt to keep the staircase open in appearance. Chairman Albinson referred to the upper window on the second floor and Mr. Talsma responded there is a vaulted ceiling in that space which would also be visible from inside. He also stated the material would be painted white cedar clapboard. Ms. Meiners commented the windows felt commercial and then referred to the window material sample and asked about divided lights being added to the windows. Mr. Talsma referred to his original presentation outlining the window and the aversion to divided light windows. He then stated he is reluctant to introduce that type of applique and it would not benefit the building. Ms. Meiners commented the panes are important when comparing them to homes in the neighborhood. Chairman Albinson asked for an explanation of the siding, windows brick, and roof colors. Mr. Talsma responded there would be white siding, black window frames, red brick and asphalt shingles. Member Konstant stated he agreed with the addition of divided lights, and that the windows in the stairwell should be similar to the other windows.

Chairman Albinson then asked for public comment. Christine Goss, 465 Linden, stated she lived behind the building and asked how the terraces would be accessed from the rear of the building. She also asked with regard to the roofline if the second floor windows dictated the roofline. Ms. Goss then read her

comments into the record outlining her concerns relating to the height, roofline and appearance and its effect on Linden and the neighborhood. Mr. Talsma responded it would be a simple change to add doors to the rear. He then stated flat roofs are not permitted and the roof height cannot be lowered which is a function of the required roof pitch.

Chairman Albinson asked if there were any other comments. No additional comments were made at this time. He then called the matter in for discussion. Mr. Talsma noted trees were only documented on their property. Mr. Schoon confirmed the ZBA would address zoning issues. Ms. Meiners referred to the amount of windows on the north elevation which had a commercial feeling. She also commented that the red brick did not seem to be compatible with the subtle colors of the rest of the building. Ms. Meiners stated a resolution of those two issues would alleviate some of the concern raised. Chairman Albinson commented he appreciated the modern look to the building and his concerns with regard to the roof and behind the glass element were addressed. He then stated he agreed with Ms. Meiners' concerns and commented the original presentation was more authentic than the revised version. He stated he was not fond of the running bond in the front stairwell. He was not convinced on the window in the middle on the south elevation. He asked for more refinement on these items and those mentioned by Member Meiners, as well as material samples. Mr. Konstant discussed the possibility of a hip roof and Mr. Talsma responded he would consider it although the design guidelines do not allow it. Mr. Talsma also asked for a further opportunity to respond to the comments raised.

Chairman Albinson asked if a shadow light study is required and Mr. Schoon confirmed while it is not, he noted variations are being requested. Ms. Moor commented the new design is an improvement and agreed with the concern in connection with the red glaze. She stated the building should be made to fit in the neighborhood and the commercial elements are concerning to her.

Chairman Albinson summarized the Board's concerns relating to (a) the window organization, mass and context on the north elevation relating to the neighboring properties, (b) building encroachment on homes facing Linden, (c) stair glazing with current window pattern, (d) window placement on the south elevation, and (e) the need for more information on materials and structure's color and the modern interpretation of a more traditional form. He asked if the Board would like to vote, straw poll or ask the applicant to come back before the Board. The Board Members agreed with asking the applicant to come back to address the concerns raised.

Chairman Albinson confirmed the item would be continued to the November 18, 2021 meeting. Mr. Schoon confirmed the meeting would be continued to a date certain once a quorum is confirmed.

Ms. Meiners moved to continue the matter to the November 18, 2021 meeting. Ms. Moor seconded the motion. A vote was taken and the motion unanimously passed, 4 to 0:
AYES: Albinson, Konstant, Meiners, Moor
NAYS: None

***

Winnetka Design Review Board/Sign Board of Appeals
Excerpt of Meeting Minutes
November 18, 2021

Members Present:	Kirk Albinson, Chairman
	Michael Klaskin
	Maggie Meiners
	Katie Moor
	Heather Niehoff
	Michael Ritter
Members Absent:	Paul Konstant
Village Staff:	Ann Klaassen, Senior Planner
	Chris Marx, Associate Planner

***

Case No. 21-17: 455 Linden Street – New Multi-Family Residential Building (*Continued from the September 29, 2021 special meeting and the October 21, 2021 meeting*): Certificate of Appropriateness to allow construction of a new four-unit multi-family residential building at 455 Linden Street.
Chairman Albinson first asked if there were any questions. No questions were raised at this time. Chairman Albinson then asked for the applicant's presentation.

Matt Holmes, attorney for the applicant, and Chris Talsma, the architect, introduced themselves to the Board. Mr. Talsma began by stating they took into consideration the Board's previous comments and noted the roof's orientation was changed to benefit the north neighbor. He also informed the Board the red brick was eliminated and provided samples for the Board to review. Mr. Talsma also referred to the proposed SDL windows to be used and the elimination of some of the windows on the rear elevation as well as the air conditioning compressors relocation on the roof. He described the roof view's visibility in connection with the south elevation view and stated they have responded to all of the Board's concerns and asked if there were any questions.

Chairman Albinson noted for the record the comments received which are included in the agenda packet and asked if there were any comments from the audience. A member of the public asked to see the siding sample. Mr. Ritter questioned the material for the cantilever portion which Mr. Talsma described for the Board. Ms. Meiners referred to the previous red brick sample. Mr. Talsma responded it was a real glazed red brick. Ms. Meiners commented the improvements are better and stated she is struggling with the brick component and suggested a charcoal colored brick to blend better with the other materials. Mr. Talsma responded he preferred that alternative. He also identified the planting bed to be installed to provide screening between the north neighbor and their property. Mr. Talsma then explained how the roof visibility issue was addressed and confirmed the roof's pitch for the building and elevator are the same and referred to Sheet A-103 in terms of the roof's pitch.

Chairman Albinson asked if there were any other comments from the Board or the audience. Kristin Goss asked what the wall height is for the terrace on the north elevation and if there would be screening on that elevation. Mr. Talsma responded that there would be a 2-foot wide planter to help provide a landscape buffer.

Chairman Albinson then asked for a motion to recommend approval with the recommendation for the brick color. A motion was made by Ms. Meiners to issue a Certificate of Appropriateness for the request as presented with the condition that option nos. 17 or 18 from the sample palette be used in the final design. The motion was seconded by Mr. Klaskin. A vote was taken and the motion unanimously passed, 6 to 0:

AYES: Albinson, Klaskin, Meiners, Moor, Niehoff, Ritter
NAYS: None

***

MEMORANDUM
VILLAGE OF WINNETKA
COMMUNITY DEVELOPMENT DEPARTMENT

TO: ZONING BOARD OF APPEALS

FROM: ANN KLAASSEN, SENIOR PLANNER

DATE: JANUARY 5, 2022

SUBJECT: 455 LINDEN STREET – VARIATIONS (CASE NO. 22-02-V2)

INTRODUCTION

On January 10, 2022, the Zoning Board of Appeals (ZBA) is scheduled to hold a virtual public hearing, in accordance with social distancing requirements and Governor Pritzker's Executive Orders and Section 7(e) of the Illinois Open Meetings Act, on an application submitted by Linden Winnetka LLC (the "Applicant"), as the owner of the property located at 455 Linden Street (the "Subject Property"). The Applicant requests approval of the following zoning variations to allow construction of a new four-unit multi-family residential building with below grade structured parking on the Subject Property:

1. Roofed Lot Coverage of 4,728.7 square feet, whereas a maximum of 3,980.72 square feet is permitted, a variation of 747.98 square feet (18.79%) [Section 17.32.010.F. – Intensity of Use of Lot];
2. Corner Yard Setback of 16.36 feet from Cherry Street to accommodate the proposed below grade structure parking, whereas a minimum of 19.53 feet is required, a variation of 3.17 feet (16.23%) [Section 17.32.010.H. – Setback]; and
3. Side Yard Setback of 0.46 feet to accommodate the proposed grade structure parking, whereas a minimum of 12 feet is required, a variation of 11.54 feet (96.17%) [Section 17.32.010.I. – Side Yard].

As will be discussed later in this report, the Applicant has also submitted an application for a Certificate of Appropriateness for the proposed development. The Design Review Board (DRB) considered the Certificate of Appropriateness on September 29, 2021, and amended plans on October 21, 2021, and November 18, 2021. At the November 18 meeting, the DRB voted unanimously to recommend approval of the proposed development subject to use of a darker brick on the south building elevation, where the entrance is located. For the DRB's consideration of the proposed development, staff received three written comments from the public, which are included in this report as Attachment D. As of the date of this memo, staff has not received any additional written comments from the public regarding this application.

A mailed notice was sent to property owners within 250 feet of the Subject Property in compliance with the Zoning Ordinance. The hearing was properly noticed in the *Winnetka Talk* on December 23, 2021.

The Village Council has final jurisdiction on this request as only the Council has the authority to grant variations for any new principal building.

PROPERTY DESCRIPTION

The Subject Property, which consists of approximately 0.23 acres (9,952 square feet), is located on the northeast corner of the intersection of Linden and Cherry Streets. Because the lot area is less than 10,000 square feet, redevelopment of the Subject Property does not require approval of a planned development nor may the Applicant request planned development approval. The Subject Property contains an existing structure, which was a single-family home that had been converted into two residential units. The site also contains a detached garage. Figures 1 through 3 below and on the following page identify the Subject Property.

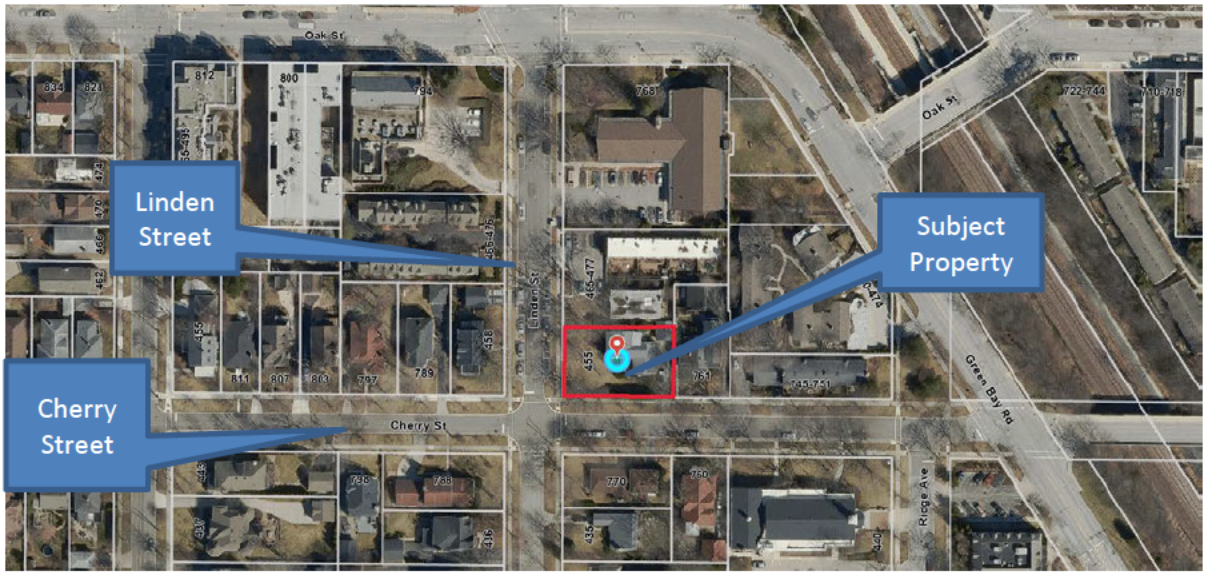


Figure 1 – Aerial Map

Figure 2 – Subject Property – Looking Northwest

Figure 3 – Subject Property – South Elevation (Cherry Street)

The Land Use Map of the 2020 Comprehensive Plan designates the Subject Property as appropriate for "Single Family Residential" uses. The Subject Property is located in a transitional area with condos, townhouses, and single-family residential uses in the immediate vicinity. The Land Use Plan Map designates the property to the north as appropriate for "Townhouse Residential" and the properties to the east, west and south as appropriate for "Single Family Residential" (see Figure 4).

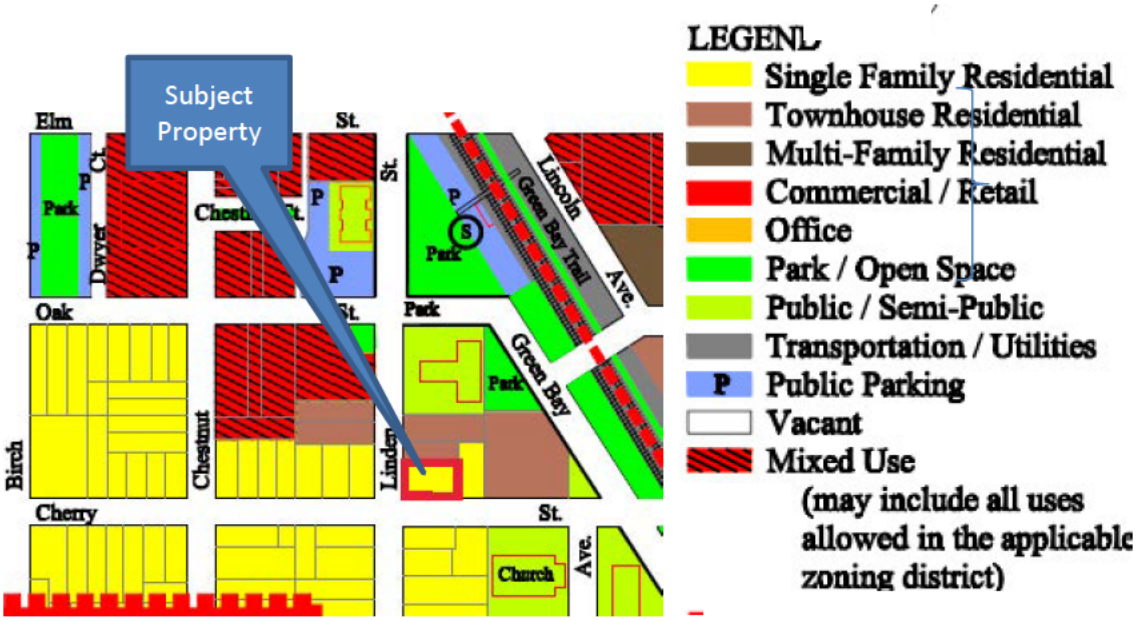


Figure 4 – Comprehensive Plan Land Use Map

The Subject Property is zoned B-1 Multi-Family Residential, and it is bordered by B-1 Multi-Family Residential to the north, east, and west, and R-5 Single Family Residence to south (see Figure 5).

Even though the existing use, as well as the proposed use, of the Subject Property as multi-family residential is not consistent with the Comprehensive Plan Land Use Map, the use of the property complies with the property's multi-family residential zoning classification. The purpose of the designation for single family uses in the Comprehensive Plan is that if someone would like to use the property for something other than what is allowed under the property's current zoning, the preferred land use is single-family residential use. Along Linden Street to the north there is a multi-family development and the Winnetka-Northfield Public Library. To the east of the Subject Property, along Cherry Street, are multi-family structures. Across both Linden and Cherry Streets, are single-family residential homes (see Attachment C for photographs). The B-1 District allows multi-family structures at a density no greater than 18 units per acres, which for the Subject Property would be four units.

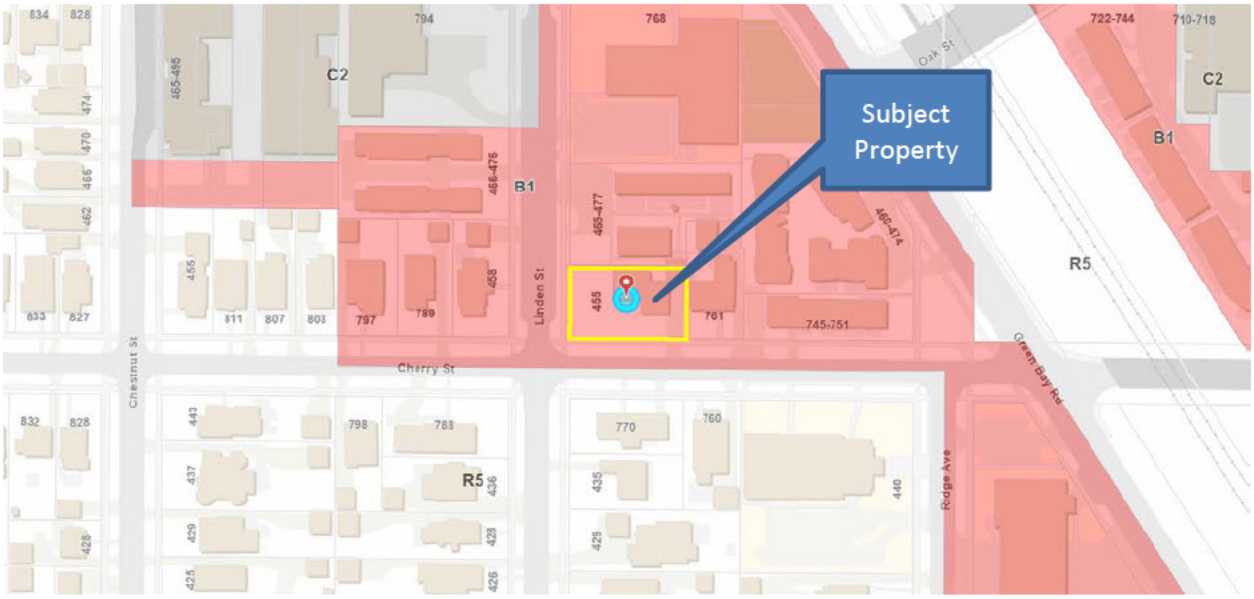


Figure 5 – Zoning Map

PROPERTY HISTORY AND PREVIOUS ZONING APPLICATIONS

The original date of construction of the existing building on the Subject Property is not available in Village files. The first building permit in Village files was issued in 1926 to alter the two-story residence. The following subsequent building permits were issued in:

1. 1929 to add 40 inches to the existing garage;
2. 1945 to alter the interior of the 2-story single family residence;
3. 1950 to construct a porch addition;
4. 1958 to construct an addition to the single family residence; and
5. 1988 to construct a bathroom addition to the single family residence.

Other minor permits have been issued over the last several years. The date the existing building was converted to a multi-family residential building is also unknown. The Applicant acquired the property in December 2020. There are no previous zoning cases on file for the Subject Property.

PROPOSED PLAN

The proposed development of the Subject Property, referred to as Cherry/Linden Homes, consists of four single-level units, ranging in size from 1,690 square feet to 1,698 square feet, in two stories with 10 enclosed below grade parking spaces. The vehicular access to the site would be provided by one driveway that runs along the east property line, in the general location of the existing driveway. The two required guest parking spaces would be provided in the below grade parking garage, with additional street parking available on Cherry and Linden Streets.

The below grade structured parking would extend beyond portions of the north and south building walls above by approximately 11.5 feet to the north and 3.17 feet to the south. These areas are identified in yellow in Figure 6 below. The underground parking that extends beyond the front of the building, along Cherry Street, would be covered with lawn. A terrace is proposed on the north side of the building above the underground parking, with a raised planter to accommodate landscape screening.

The air conditioning compressors would be located in the approximate center of the roof, concealed from view. The proposed driveway and front walk would be concrete. The plans do not identify the location of refuse and recycling containers or exterior lighting.

Excerpts of the proposed site plan/landscape plan, floor plans, and building elevations of the proposed development are provided below and on the following pages as Figures 6 through 13. The complete set of plans are provided in the application materials (Attachment B).

Figure 6 – Site Plan/Landscape Plan

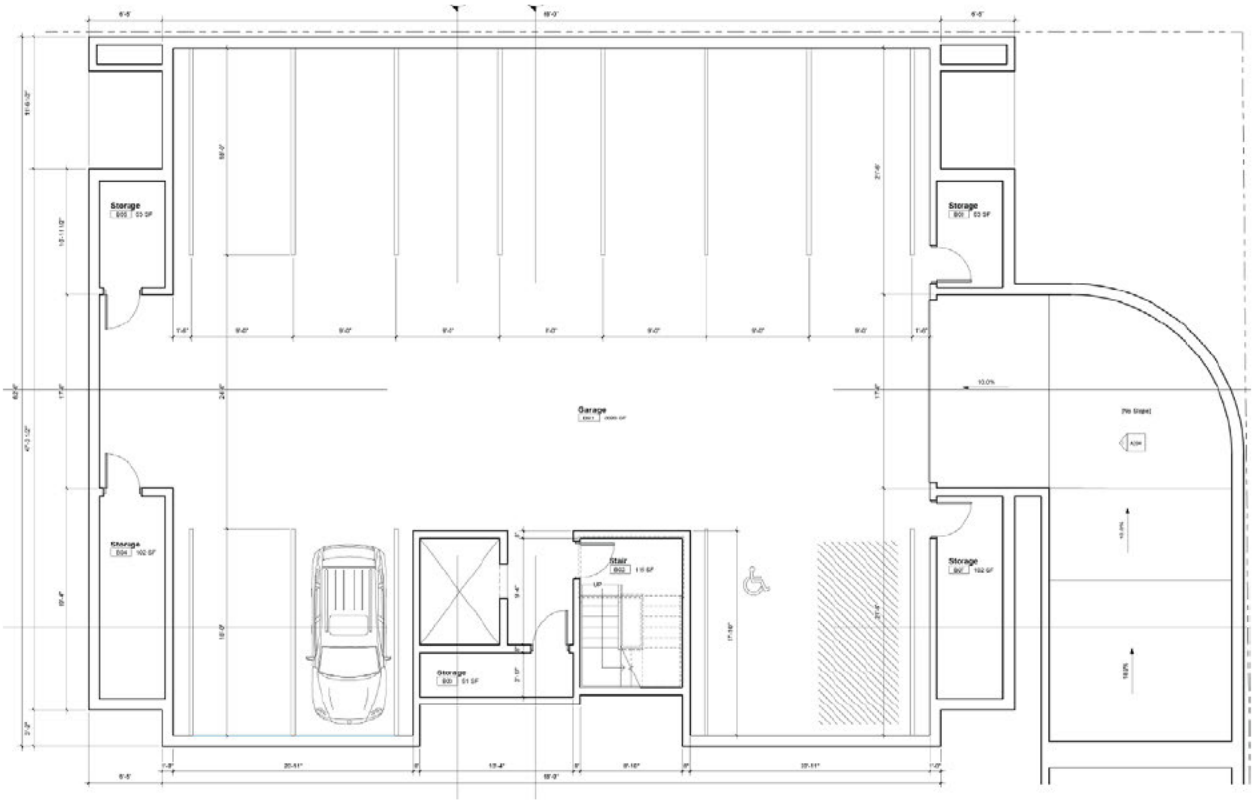


Figure 7 – Basement Floor Plan

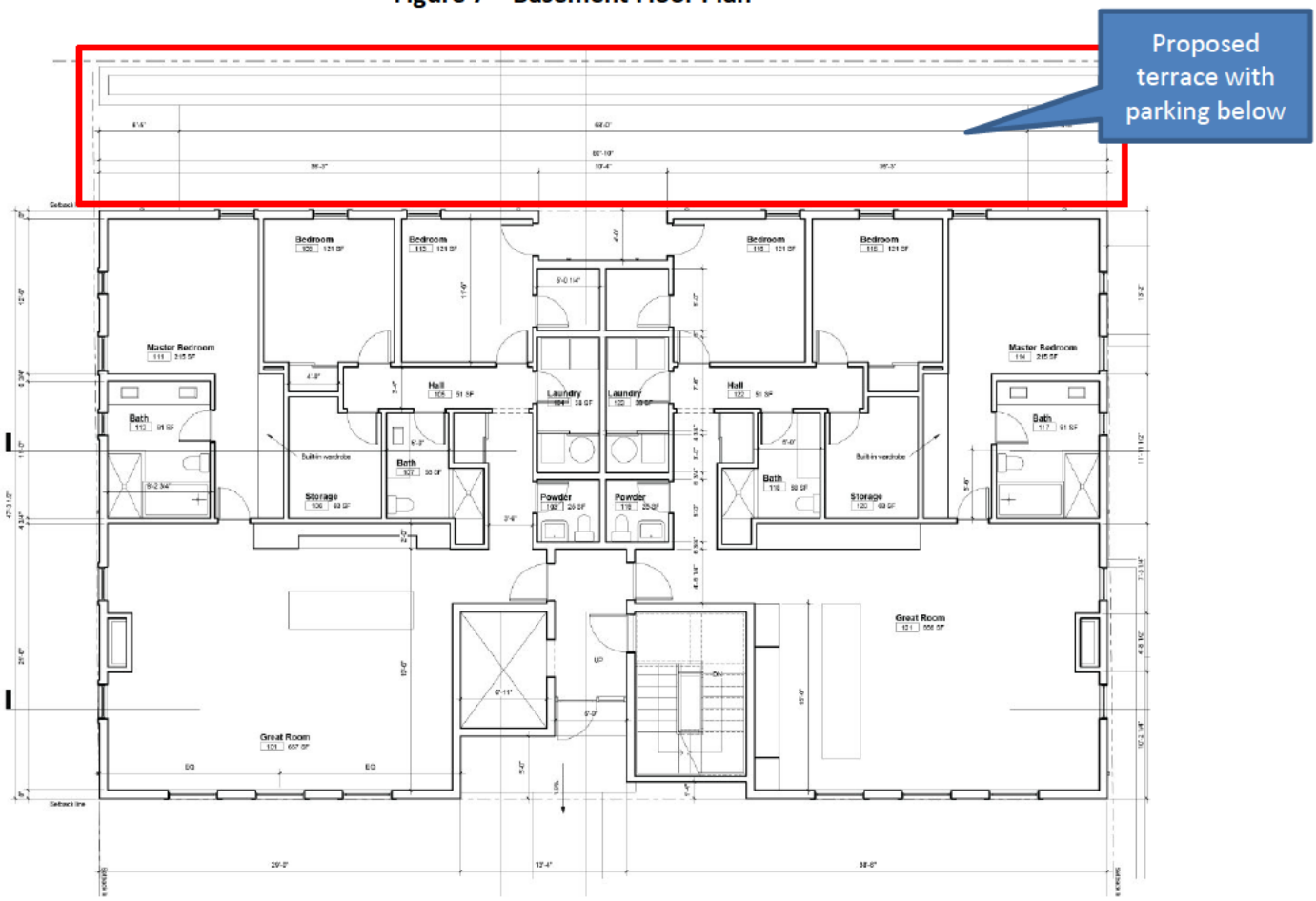


Figure 8 – First Floor Plan

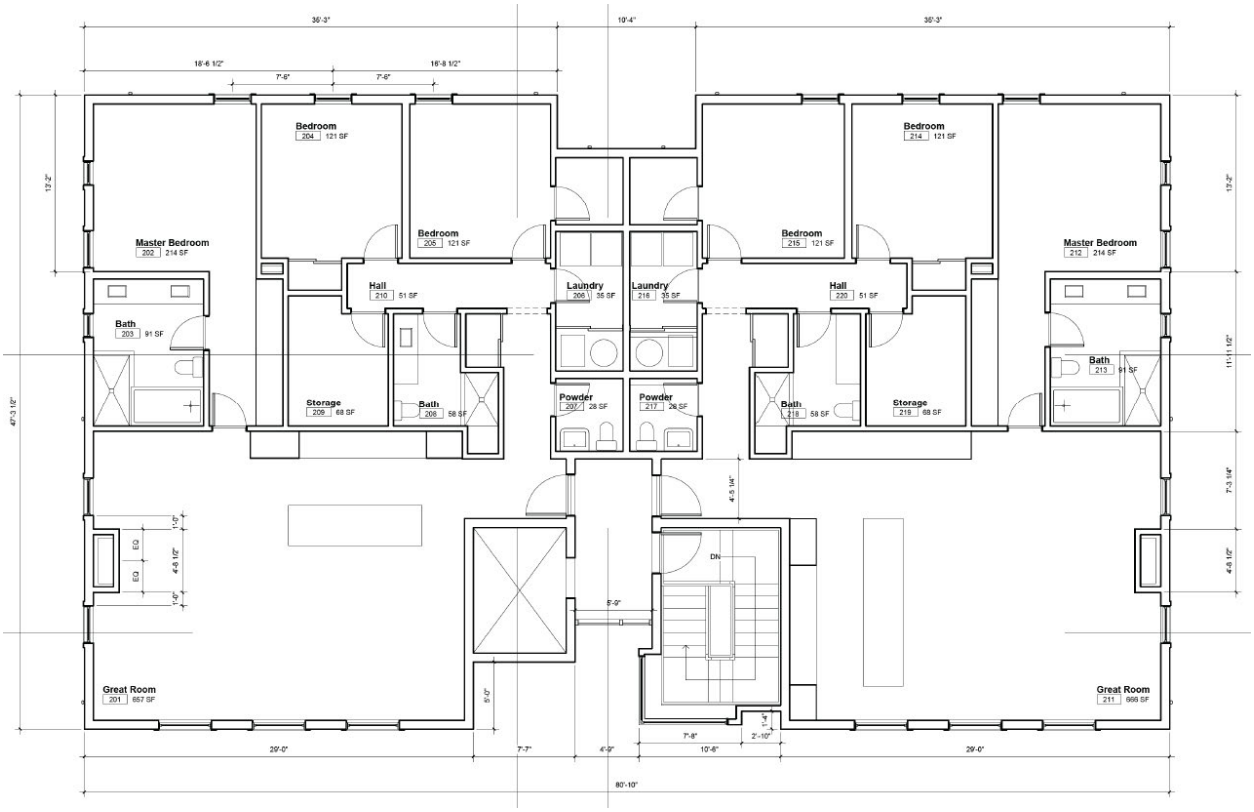


Figure 9 – Second Floor Plan

Figure 10 – South Building Elevation – Cherry Street

Figure 11 – West Building Elevation – Linden Street

Figure 12 – Rendered view from Southeast

Figure 13 – Proposed North Building Elevation

The Village stormwater regulations require that the development provide detention for the maximum allowed impermeable lot coverage, which in this case is 60% of the lot area. The Applicant is currently working with a civil engineer to develop an on-site detention system. At this stage of their design, they anticipate providing the required detention in oversized pipes or chambers on-site. Once civil engineering plans are submitted by the Applicant, the Village Engineer will review the proposed stormwater detention system for compliance with the Village stormwater regulations. Figure 14 below represents the Subject Property's proximity to the floodplain; the cyan represents the 100-year flood area, the orange represents the 500-year flood area.

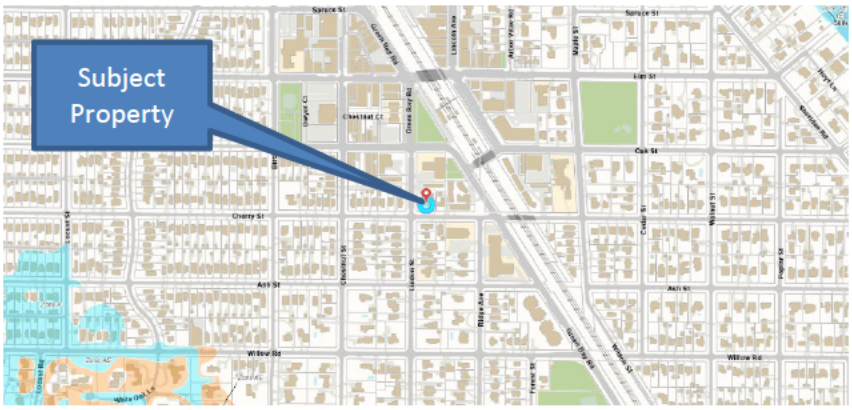


Figure 14 – GIS Floodplain Map

REQUESTED ZONING RELIEF

The attached zoning matrix highlights the proposed development's compliance with the B-1 zoning district (Attachment A). Three variations are being requested: (1) roofed lot coverage (RLC); (2) minimum corner yard setback; and (3) minimum side yard setback.

Roofed Lot Coverage. The lot area allows a maximum roofed lot coverage of 3,980.72 square feet. The proposed building consists of 4,728.7 square feet, requiring a variation of 747.98 square feet (18.79%). Approximately 968 square feet of the below grade garage that extends beyond the walls above is included in the roofed lot coverage.

Corner Yard Setback (Cherry Street). A corner yard setback of 19.53 feet is required from Cherry Street. The proposed development would provide a setback of 16.36 feet, which requires a variation of 3.17 feet (16.23%). The proposed setback is measured to the below grade garage. The above grade portion of the building would be setback 19.53 feet.

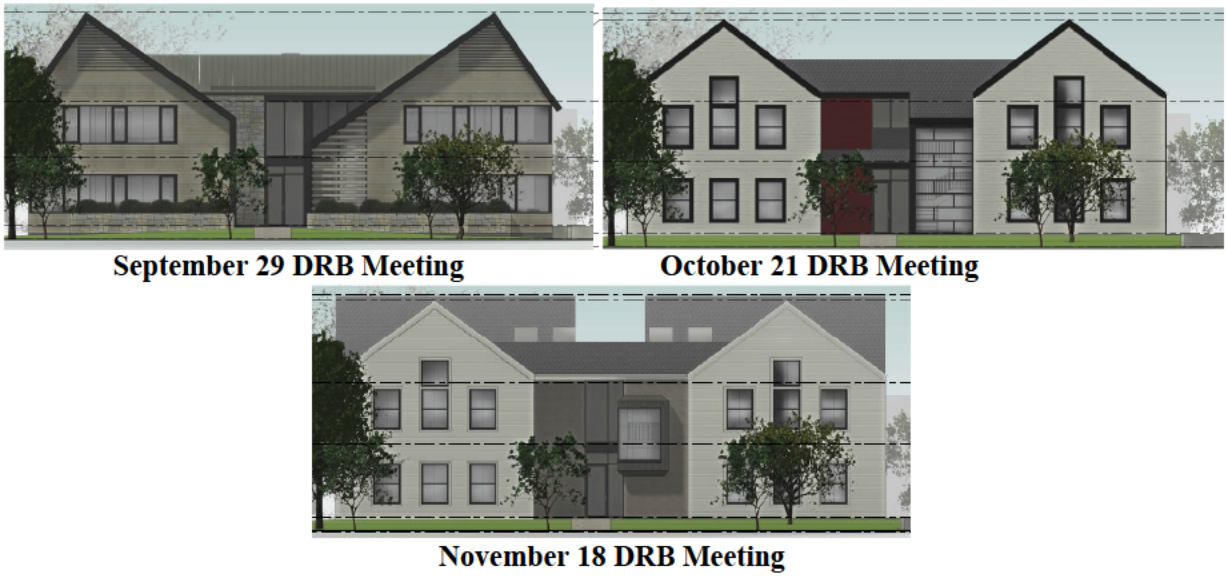
Side Yard Setback. A side yard setback of 12 feet is required from the north property line. The proposed building, as measured to the below grade garage, would provide a setback of 0.46 feet, requiring a variation of 11.54 feet (96.17%). The above grade portion of the building would be setback 12 feet.

CONSIDERATION BY OTHER ADVISORY BOARDS/COMMISSIONS

As previously noted, the Design Review Board first considered a Certificate of Appropriateness for the proposed development at a special meeting on September 29, 2021. After hearing comments and concerns from the Board and members of the public, the Applicant requested a continuance until the October 21, 2021, DRB meeting. The primary concerns expressed at the September DRB meeting were regarding the design of the roof and the overall building design fitting into the character of the neighborhood and the Village as a whole.

In response to the comments at the September DRB meeting, the Applicant submitted revised plans for consideration by the DRB at its meeting on October 21, 2021. The primary concerns the DRB had in response to the revised plans were: (1) the window organization, mass and context of the north building elevation, as it related to the neighboring properties; (2) the mass of the building encroaching on homes facing Linden Street; and (3) window placement on the south elevation. After hearing the comments of the DRB, the Applicant requested a second continuance until the November 18 DRB meeting.

For a second time, the Applicant submitted revised plans in response to the comments at the October DRB meeting. The DRB considered the second set of revised plans on November 18. The only concern the Board had was the light sandstone color of the accent brick on the south building elevation facing Cherry Street. The DRB and the Applicant agreed that a darker charcoal color brick would be better for the design. Ultimately, the DRB voted unanimously to recommend approval of the Certificate of Appropriateness subject to use of brick color 17 or 18 (dark iron). The plans submitted by the Applicant for consideration by the ZBA include the use of the dark iron brick. To provide some context and see how the project evolved through the DRB review process, Figure 15 below includes the proposed south elevations presented at the three DRB meetings.



September 29 DRB Meeting **October 21 DRB Meeting**

November 18 DRB Meeting

Figure 15 – 455 Linden South Elevation (Cherry Street)

The Applicant is also required to submit a demolition application for the existing building on the Subject Property. The Landmark Preservation Commission (LPC) will consider the demolition application once the application is submitted. A mailed notice of the LPC meeting will be sent to property owners within 250 feet of the Subject Property. The Village Council will consider the zoning relief and the certificate of appropriateness once the LPC has conducted its review of the demolition application.

FINDINGS

Does the ZBA find that the requested variations meet the standards for granting such variations; and if so, is the ZBA prepared to make a recommendation to the Village Council regarding the requested relief? If so, a ZBA member may wish to make a motion recommending approval or recommending denial based upon the following:

Move to recommend **approval [denial]** of the following variations to allow construction of a new four-unit multi-family residential building with below grade structured parking granting:

1. Roofed Lot Coverage of 4,728.7 square feet, whereas a maximum of 3,980.72 square feet is permitted, a variation of 747.98 square feet (18.79%) [Section 17.32.010.F. – Intensity of Use of Lot];
2. Corner Yard Setback of 16.36 feet from Cherry Street, whereas a minimum of 19.53 feet is required, a variation of 3.17 feet (16.23%) [Section 17.32.010.H. – Setback]; and
3. Side Yard Setback of 0.46 feet, whereas a minimum of 12 feet is required, a variation of 11.54 feet (96.17%) [Section 17.32.010.I. – Side Yard.

The Zoning Board of Appeals finds, based on evidence in the record or a public document, that the variations requested are **in harmony [not in harmony]** with the general purpose and intent of the Zoning Ordinance and that each of the following eight standards on which evidence is required pursuant to Section 17.60.050 of this Code **have been met [have not been met]** in connection with this variation application **[subject to the following conditions…]**

The eight standards to consider when granting a variation are as follows:

1. The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by regulations in that zone.
2. The plight of the owner is due to unique circumstances. Such circumstances must be associated with the characteristics of the property in question, rather than being related to the occupants.
3. The variation, if granted, will not alter the essential character of the locality.
4. An adequate supply of light and air to the adjacent property will not be impaired.
5. The hazard from fire and other damages to the property will not be increased.
6. The taxable value of the land and buildings throughout the Village will not diminish.
7. The congestion in the public street will not increase.
8. The public health, safety, comfort, morals, and welfare of the inhabitants of the Village will not otherwise be impaired.

ATTACHMENTS

Attachment A: Zoning Matrix

Attachment B: Application Materials
Attachment C: Photographs of Area Properties
Attachment D: Public Correspondence

ZONING MATRIX

ADDRESS: 455 Linden Street
CASE NO: 22-02-V2
ZONING: B-1

ITEM	MIN/MAX REQUIREMENT	EXISTING	PROPOSED	DIFFERENCE BETWEEN PROPOSED & EXISTING	ZONING CODE COMPLIANCE (2)
Units Per Acre	4	2	4	N/A	OK
Min. Average Lot Width	60 FT	78.82 FT	N/A	N/A	OK
Max. Roofed Lot Coverage	3,980.72 SF (1)	N/A	4,728.7 SF	N/A	**747.98 SF (18.79%) VARIATION**
Max. Gross Floor Area	7,961.45 SF (1)	N/A	7,828 SF	N/A	OK
Max. Impermeable Lot Coverage	5,971.09 SF (1)	N/A	5,899.25 SF	N/A	OK
Min. Front Yard (West/Linden Street)	25 FT	N/A	25 FT	N/A	OK
Min. Corner Yard (South/Cherry Street)	19.53 FT	N/A	16.36 FT	N/A	**3.17 FT (16.23%) VARIATION**
Min. Side Yard (North)	12 FT	N/A	0.46 FT	N/A	**11.54 FT (96.17%) VARIATION**
Min. Rear Yard (East)	20 FT	N/A	20 FT	N/A	OK

NOTES:
(1) Based on lot area of 9,951.81 s.f.
(2) Variation amount is the difference between proposed and requirement.

ATTACHMENT B

VILLAGE OF WINNETKA, ILLINOIS
DEPARTMENT OF COMMUNITY DEVELOPMENT

ZONING VARIATION APPLICATION

Case No. _____

Property Information

Site Address: 455 Linden Street, Winnetka, Illinois 60093

Owner Information

Name: Linden Winnetka LLC
Primary Contact: Nadeya Khalil
Address: 2020 N California, Suite 208
Phone No. _____
City, State, ZIP: Chicago,IL 60647
Email: nkhalil@icon606.com
Date property acquired by owner: 12/05/2020

Architect Information

Name: Filoramo Talsma Architecture
Primary Contact: Chris Talsma
Address: 1765 N. Elston Ave
City, State, ZIP: Chicago, IL 60642
Phone No. (312) 635 1920
Email: _____

Attorney Information

Name: Storino, Ramello & Durkin
Primary Contact: Matthew G. Holmes
Address: 9501 W. Devon Ave, Suite 800
City, State, Zip: Rosemont, IL 60018
Phone No. (847) 318 9500
Email: mholmes@srd-law.com

Nature of any restrictions on property: _____

Brief explanation of variation(s) requested (attach separate sheet providing additional details): Inclusion of underground parking garage at proposed residential development requires variances for roofed lot coverage, sideyard setback, and corner yard setback. Each requested variance will be located below grade.

Property Owner Signature: [redacted] Date: 12-8-2021

The Applicant proposes construction of a new four-unit, multi-family, two story residential building with below grade structure parking on the Subject Property. The current two story multi-family structure would be demolished. The site is zoned B-1 and the proposed multi-family use if fully compliant with the Village Zoning Code. Site plans for the proposed structure are attached hereto.

Applicant requests the following variations from the Village of Winnetka Zoning Code:

1. **Intensity of Use of Lot (Village Zoning Code 17.32.010(F)).** The lot area allows a maximum lot coverage of 3,980.72 square feet. As proposed, the building consists of approximately 4,729 square feet, requiring a variation of 748.28 square feet (18.79%). Approximately 979 square feet of the below grade garage that extends beyond the floors above is included in the lot coverage calculation.

2. **Corner Yard Setback (Cherry Street) (Village Zoning Code 17.32.010(H)(2)).** A corner yard setback of 19.53 feet is required from Cherry Street. The proposed development would provide a setback of 16.36 feet, which requires a variation of 3.17 feet (16.23%). The proposed setback is measured to the below grade garage. The above grade portion of the building would be setback 19.53 feet in compliance with the Village Zoning Code.

3. **Side Yard Setback (Village Zoning Code Section 17.32.010(I).** A side yard setback of 12 feet is required from the north property line. As currently proposed, the building, as measured to the below grade garage, would provide a setback of 0.46 feet, requiring a variation. The below grade garage in the side-yard setback would be covered with a unroofed patio area which is a permitted exception in the setback pursuant to Village Zoning Code Section 17.32.020(A)(1). The principal structure would be set back 12 feet from the north property line.

The Applicant submits that it satisfies the standards for the above-referenced variations for the following reasons:

1. **The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by regulations in that district;**

   The site plan for the subject construction calls for an underground parking facility to reduce street congestion and the presence of visible aboveground parking. The underground parking for the site is a necessary design element and the number of parking spaces cannot be reduced due to minimum parking requirements for the project. Modifications to the underground parking were made at request of the Village Design Review Board and Village staff to widen and reduce the incline of the entrance to the underground parking garage. The requested modifications increased the underground "footprint" of the garage area by approximately 136 square feet, necessitating a more significant variation for lot coverage and pushing the underground parking structure further into the required setbacks. The current design of the project received the unanimous support of the Village Design Review Board.

2. **The plight of the owner is due to unique circumstances. Such circumstances must be associated with the characteristics of the property in question, rather than being related to the occupants.**

   The subject rectangular corner lot has a shorter north-south lot line (78.82'). In order to prevent traffic congestion, the Applicant sought to maintain the existing orientation of the drive-way entrance on Cherry Street. In order to comply with request by the Village Design Review Board to widen and decrease the incline of the entrance to the underground parking garage, the underground parking lot was necessarily expanded further into required setbacks and outside the footprint of the existing building. The area of the expanded underground parking garage footprint is identified in yellow on the bulk calculation diagram attached hereto.

3. **The variation, if granted, will not alter the essential character of the locality.**

   The requested use and aboveground setbacks will be fully compliant with the zoning of the neighborhood. The requested variations will only be visible to the extent of a porch and decorative planter for arboreal screening on the north side of the project. The arboreal screening was added to the project to minimize visibility of the new construction at its northern elevation.

4. **An adequate supply of light and air to adjacent property will not be impaired.**

   The requested variations will have no impact on the supply of light or air to adjacent properties. With the exception of a deck and decorative planter, the requested variations are for improvements that are below grade and not visible from adjacent properties.

5. **The hazard from fire and other damages to the property will not be increased.**

   The requested variations will have no impact on the hazard from fire or other damages. The modern architecture of the proposed construction will be less susceptible to fire or other damage than the home currently located at the subject property.

6. **The taxable value of the land and buildings throughout the Village will not diminish.**

   The requested variations will have no impact on the taxable value of land and adjacent properties, as the requested variations will not result in any visible impact to adjacent parcels. The taxable value of the subject property will increase substantially with the inclusion of the new construction thereon.

7. **The congestion in the public street will not increase.**

   The requested variations are requested to accommodate an underground parking garage which will eliminate the need for street parking for the future residents of the proposed construction. The inclusion of underground parking with a gradual incline to the slope of the entrance will eliminate some of the traffic congestion issues in the vicinity of the proposed construction. The entrance to the parking garage maintains the existing curb-cut on Cherry to prevent changes in traffic flow.

8. **The public health, safety, comfort, morals and welfare of the inhabitants of the Village will not be otherwise impaired.**

   The requested variations will not impair the health, safety, comfort, morals or welfare of the inhabitants of the Village of Winnetka.

11614 ALGONQUIN RD.
HUNTLEY, IL. 60142

TOPOGRAPHICAL-ALTA/ACSM-BOUNDARY-SUBDIVISIONS-MORTGAGE-CONDOMINIUM

PHONE: (847) 458-1710
FAX: (847) 458-1712

N
W E
S

Scale - 1 inch = 20 feet

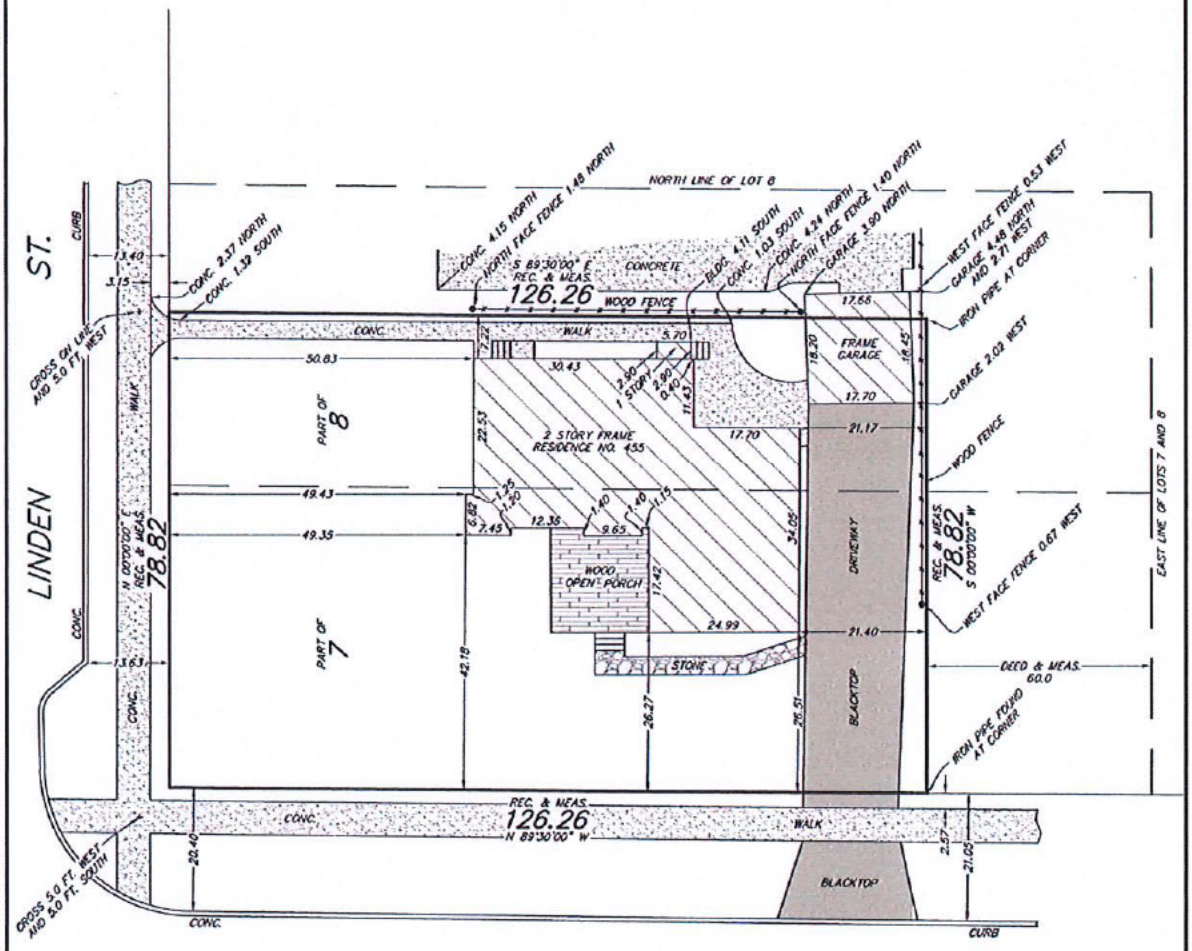
Jens K. Doe
Professional Land Surveyors, P.C.

ORDER NO.
20-0784

PLAT OF SURVEY
of

LOT 7 (EXCEPT THE EAST 60 FEET THEREOF) AND LOT 8 (EXCEPT THE EAST 60 FEET THEREOF AND EXCEPT THE NORTH 21.18 FEET THEREOF) IN THE SUBDIVISION OF BLOCK 36 IN WINNETKA, IN THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 5, 1893 AS DOCUMENT 1842994, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 455 LINDEN ST., WINNETKA, ILLINOIS.



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 Abstract, Deed or Contract.

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

Dimensions shown hereon are not to be assumed or scaled.

Dimensions shown hereon are in feet and decimal parts thereof.

Field work completion date : November 11, 2020.

ORDERED BY:
LAW OFFICE OF ROBIN KING

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 hereon and that the plat hereon drawn is a correct representation of said survey.

Chicago, Illinois, Dated this 13th Day of November 2020.

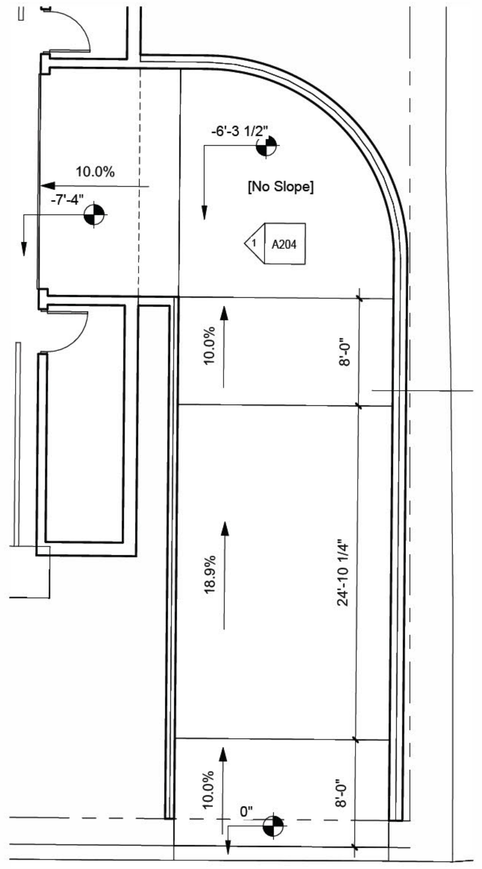
This professional service conforms to the current Illinois minimum standards for a boundary survey.

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

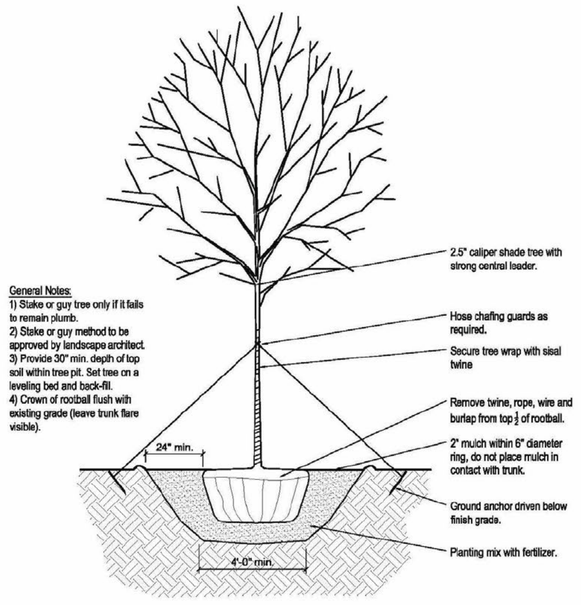
[redacted]

KEVIN DUFFY
HARWOOD HTS
ILLINOIS
PROFESSIONAL LAND SURVEYOR
STATE OF ILLINOIS

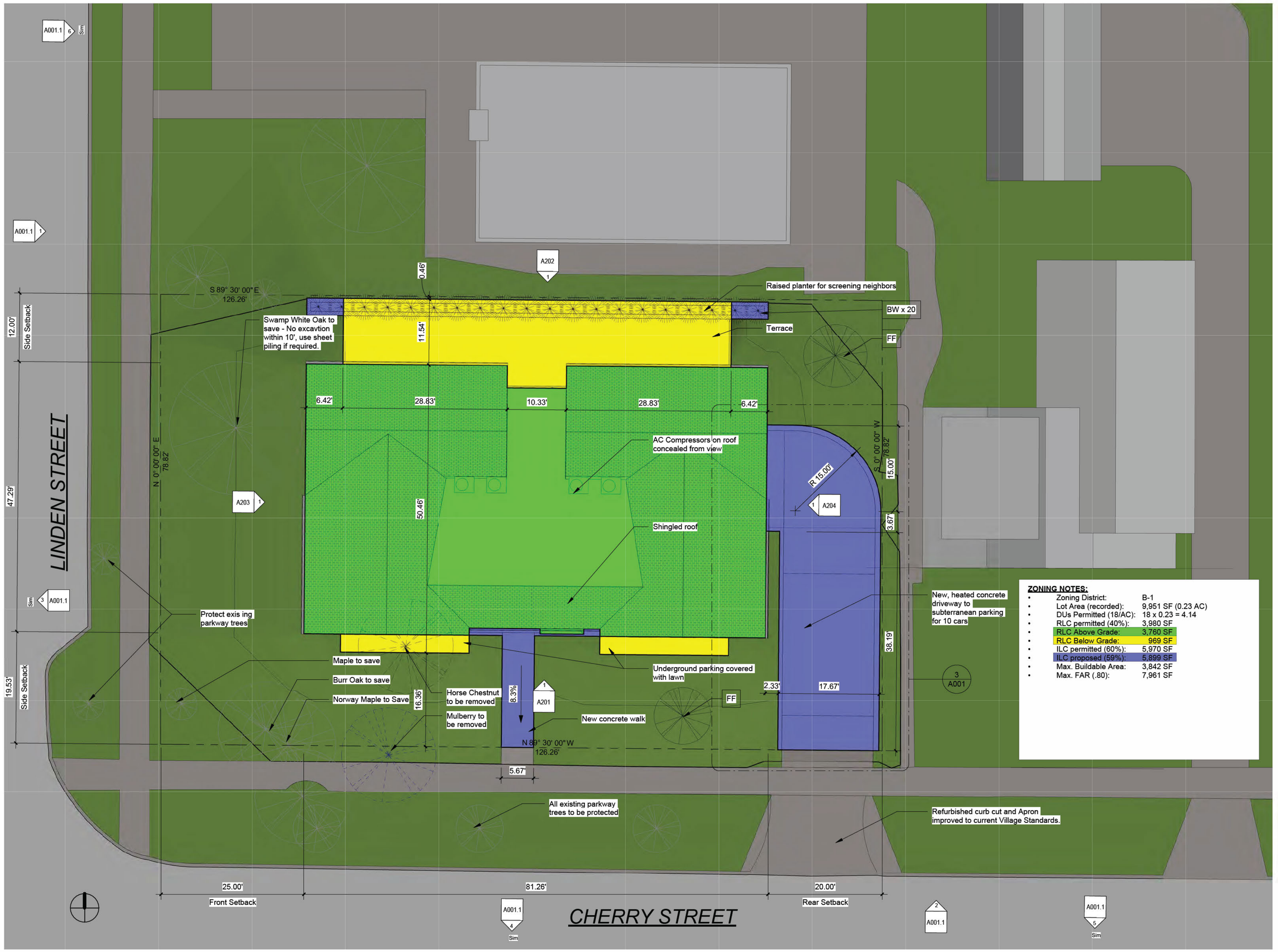
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3228
LICENSE EXPIRATION : 11 - 30 - 20



3 Driveway Detail
1/8" = 1'-0"



2 Tree Planting Detail
1/4" = 1'-0"



1 Site
1" = 10'-0"

ZONING NOTES:

•	Zoning District:	B-1
•	Lot Area (recorded):	9,951 SF (0.23 AC)
•	DUs Permitted (18/AC):	18 x 0.23 = 4.14
•	RLC permitted (40%):	3,980 SF
•	RLC Above Grade:	3,760 SF
•	RLC Below Grade:	999 SF
•	ILC permitted (60%):	5,970 SF
•	ILC proposed (59%):	5,899 SF
•	Max. Buildable Area:	3,842 SF
•	Max. FAR (.80):	7,961 SF

LANDSCAPE NOTES

1. All plant material shall be high-quality nursery-grown stock. Substandard "B-Grade" or "Park Grade" plants are not acceptable.
2. All plant material shall be installed free of disease and in a manner that ensures the availability of sufficient soil and water to sustain healthy growth.
3. All plant material shall be planted with a minimum of 6" of organic soil and mulched to a depth of 3".
4. All plant material shall be planted in a manner which is not intrusive to utilities or pavement.
5. All shrub beds and landscape Islands shall have 3" shredded hardwood mulch.
6. Plants shall be disease free and without broken twigs or branches.
7. Shrub beds shall have spaded edges.
8. All plant material shall be guaranteed for one full growing season after installation.
9. Planting specifications, other then those mentioned above shall conform with the American Standards for Nursery Stock, published by The American Association of Nurserymen.
10. Only 12" low rise growth within all 12'x12' site triangles, typical.

GROWING MEDIUM

1. Three (3) foot minimum depth.
2. Three-Six (3'-6") minimum inside clear width, greater than Five (5) feet is desirable.
3. Soil Composition: 45-77% Silt, 0-25% Clay, 25-33% Sand.
4. Soil Acidity: pH 6.0 to 7.0; Amend soil as required to achieve this pH range.
5. Soil Organic Content: Three (3) to Five (5) percent.
6. Parkway planters to be as long and as continuous as possible.
7. Minimum Five (5) feet from the inside edge of the planter or tree pit to the last tree in any series or group of trees.
8. Curbs and low railings to be installed around parkway planters throughout the "Greater Downtown", in commercial use areas, and in other heavy pedestrian traffic areas.
9. Percolation testing to be done prior to installation of any plantings.
10. Soil testing of existing soils to be done prior to installation of any plantings.
11. Mechanical subsurface drainage required in areas with poor percolation and drainage rates.
12. Groundcover and low shrub planting required instead of grass, bark or gravel mulch, or other non-live materials.
13. "Structural Soil" (E.G. "Cornell" Mix, etc.) at a depth of Two foot Six (2'-6") inches and/or root paths required below sidewalk slabs between parkway planter and other planting areas or greenspace.
14. When sidewalks are replaced, "Structural Soil" or root paths are required below sidewalk slabs to permit root growth beyond small pit or cut-out sidewalk.
15. Root paths may be used to connect trees planted in parkways (the distance from the back of the curb to the edge of the right-of-way) to adjacent greenspace.

MAINTENANCE

1. All required landscaping on private property to be maintained throughout the life of the project; obligation assumed by subsequent owners.
2. All required landscaping within public right-of-way to be replaced, if needed, for a minimum of Five (5) years by the original applicant and any subsequent owners. Responsibility for replacement will be assumed after Five (5) years by the City of Chicago.
3. Rainfall to be supplemented with water for a total rate of One (1) inch per week during the growing seasons for the first Three (3) years.
4. Post public notice of landscape installation and maintenance requirements, in order to alert neighbors and concerned citizens to a project's landscape requirements.
5. All required landscaping to be replaced throughout the life of the project, as requires; obligation assumed by subsequent owners.

PLANT LIST

DECIDUOUS & ORNAMENTAL TREES - Single & Multi. Stem

Tag	Botanical Name	Common Name	Size	Root	Total
FF	Fagus sylvatica 'Frans Fontaine'	Beech 'Frans Fontaine'	12'	B&B	-
AB	Amelanchier canadensis 'Autumn Brilliance'	Serviceberry 'Autumn Brilliance'	8'	B&B	-
EA	Ulmus carpinifolia 'Accolade'	Elm 'Accolade'	3" caliper	B&B	-
RB	Cercis canadensis	Redbud	9'	B&B	-
SM	'Acer saccharinum'	Silver Maple	30"	B&B	-
HL	Gleditsia triancanthos var. inermis 'Street Keeper'	Honey Locust 'Street Keeper'	3" caliper	B&B	-

SHRUBS

Tag	Botanical Name	Common Name	Size	Root	Total
BW	Buxus 'Green Velvet'	Boxwood 'Green Velvet' hedge	18"	C	-
LG	Liriope	Liriope groundcover	9"	C	-
GV	Buxus 'Green Velvet'	Boxwood 'Green Velvet' hedge	18"	C	-
HY	Hydrangea arborescens 'Incrediball'	Hydrangea 'Incrediball'	5 gallon	C	-
YE	Taxus media 'Everlow'	Yew 'Everlow'	24"	C	-
GL	Rhus aromatica 'Grow Low'	Sumac 'Grow Low'	5 gallon	C	-
MK	Syringa patula 'Miss Kim'	Lilac 'Miss Kim'	36"	C	-

B&B = Balled and Burlapped
C = Containerized

Plant Notes:
1. Landscape contractor shall verify final plant selections and count with owner prior to ordering and installation.
2. Landscape contractor shall submit detailed planting plan for owner review & approval prior to work.
3. Landscape contractor shall submit irrigation plan for owner review & approval prior to work.

Sheet List	
Number	Name
A001	Site Plan
A001.1	DRB Graphics
A001.2	Renderings
A001.3	Materials
A001.4	Materials
A002	Area Plans
A100	Basement Plan
A101	First Floor Plan
A102	Second Floor Plan
A103	Roof Plan
A201	South Elevation
A202	North Elevation
A203	West Elevation
A204	East Elevation
A301	Building Section
A302	Building Section
A303	Building Section

Area Schedule (for FAR)	
Name	Area
Level 1	
Covered Entry	72 SF
Elevator	79 SF
Lobby	80 SF
Stair	135 SF
Unit 1	1690 SF
Unit 2	1698 SF
	3755 SF
Level 2	
Covered Entry	57 SF
Elevator	79 SF
Lobby	81 SF
Stair	151 SF
Unit 3	1690 SF
Unit 4	1694 SF
	3753 SF
Roof	
Attic	320 SF
	320 SF
	7828 SF

#	Date	Description
2	12/7/21	Issued for Zoning Variation
1	11/7/21	Issued for DRB

ISSUE DATES

FILORAMO TALSMA ARCHITECTURE
1765 N Elston Ave., #226, Chicago, IL 60642 info@filoramotalsma.com

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Issue Date

Print Date: 12/7/2021 3:57:03 PM

Project Name:

Cherry / Linden Homes
455 Linden Street, Winnetka

Owner:

Site Plan

A001

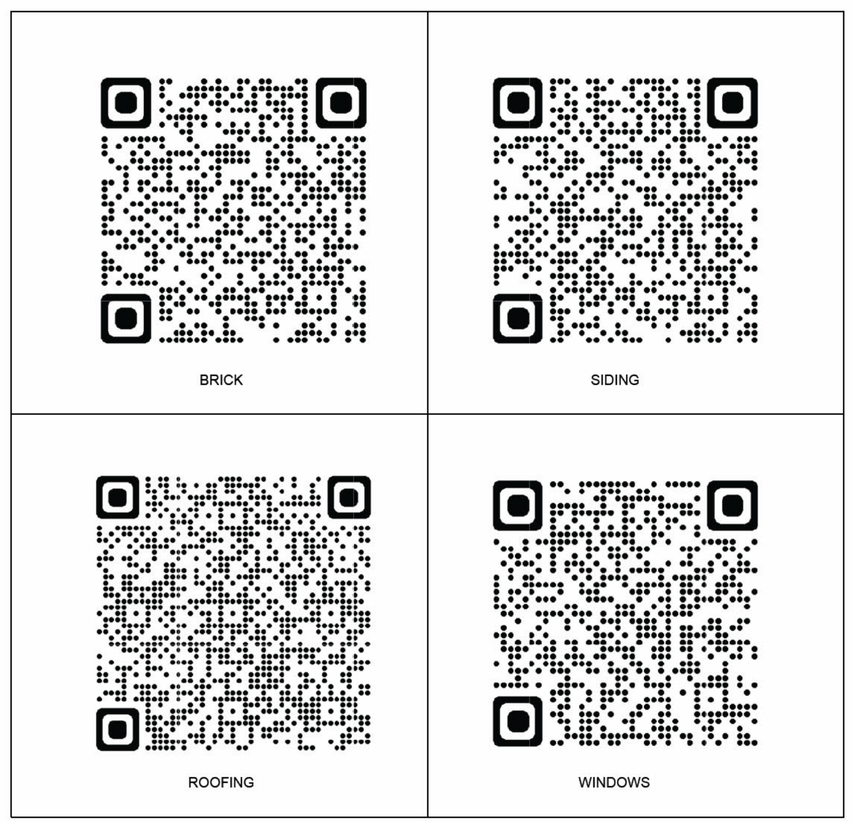
6 465-477 Linden
Not to Scale

5 760 Cherry
Not to Scale

4 770 Cherry
Not to Scale

3 458 Linden
Not to Scale

2 Cherry Street
1 : 70



1 Linden Street
1 : 70

455 Linden Design Approach:

The proposed structure at the Northeast corner of Cherry and Linden is a combination of modern and traditional ideas about architecture as well as being a thoughtful neighbor. 9 parking spaces are required for the allowed 4 dwelling units on this ~10,000 SF parcel. All proposed parking is hidden from view with the garage entirely below grade. Parts of the garage extend into the required setbacks and have been topped with raised planting beds which provide a gentle transition between the landscape and he building.

The material palette includes a composition of durable and natural materials that will and have endured for decades or more; pre-stained cedar siding, limestone cladding, and metal roofs have been employed on the farmhouse for centuries.

This particular building combines these time tested materials with modern ideas about how they are utilized and includes, simple, low-maintenance details with some clever combinations that will create a few unique experiences in Winnetka.

#	Date	Description
2	12/7/21	Issued for Zoning Variation
1	11/7/21	Issued for DRB

ISSUE DATES

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ARCHITECTURE
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Issue Date

Print Date: 12/7/2021 3:57:39 PM

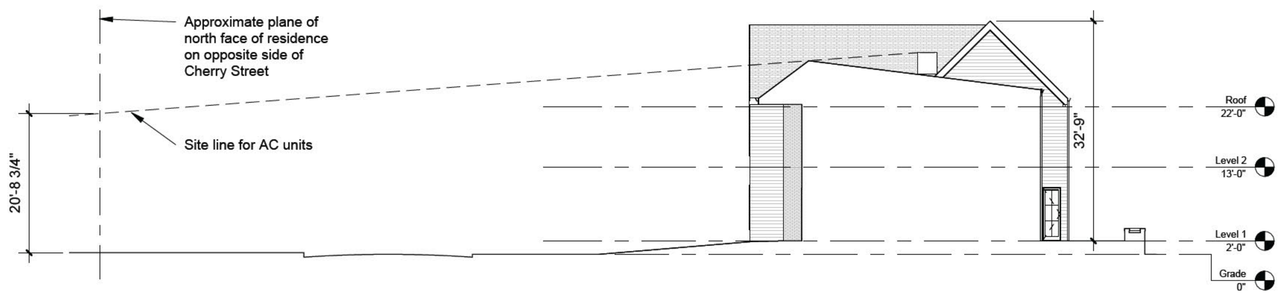
Project Name:

Cherry / Linden Homes
455 Linden Street, Winnetka

Owner:

DRB Graphics

A001.1



4 Lateral Building Section (N/S)2
1/16" = 1'-0"

3 Rendered view from Southwest
12" = 1'-0"

2 Rendered view from Southeast
12" = 1'-0"

1 Rendered view from South
12" = 1'-0"

#	Date	Description
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1	11/7/21	Issued for DRB

ISSUE DATES

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Issue Date

Print Date: 12/7/2021 3:57:42 PM

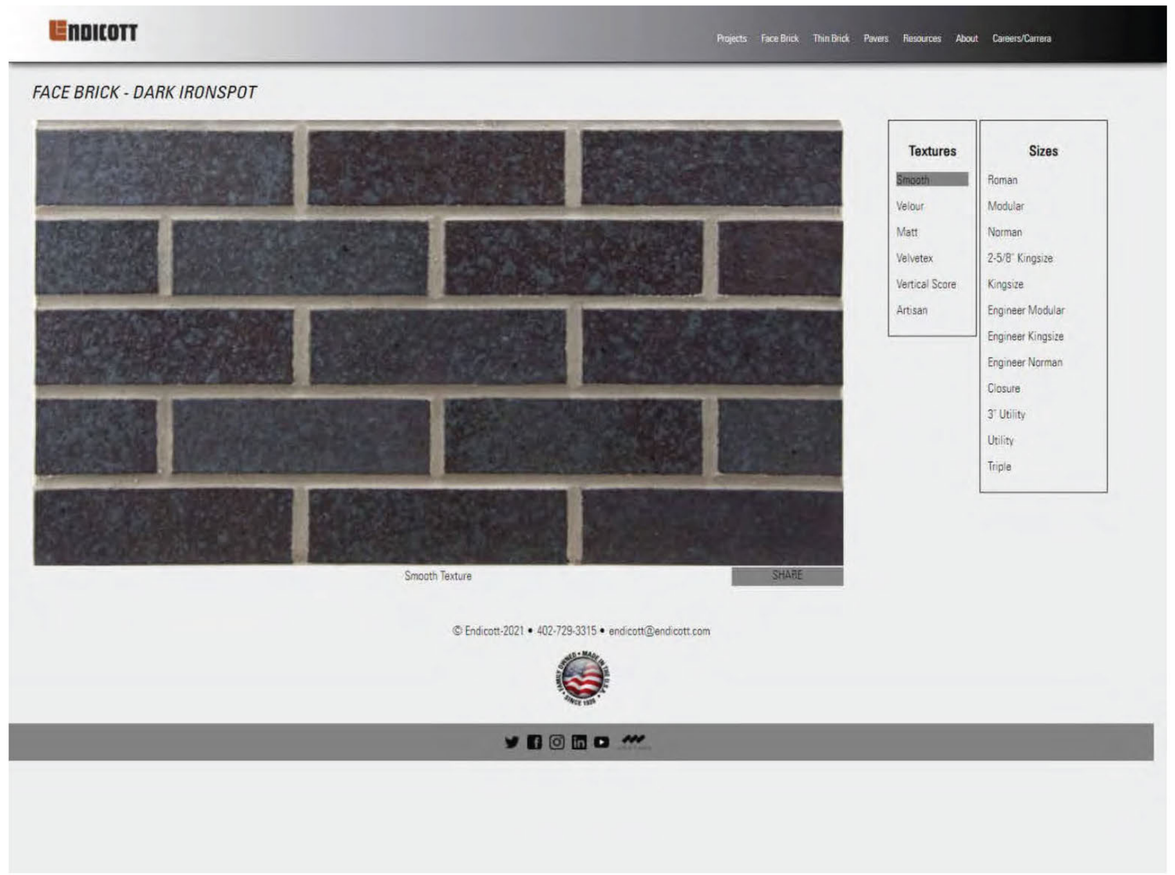
Project Name:

Cherry / Linden Homes
455 Linden Street, Winnetka

Owner:

Renderings

A001.2



2 Brick
6" = 1'-0"

1 Roof Materials
6" = 1'-0"

#	Date	Description
2	12/7/21	Issued for Zoning Variation
1	11/7/21	Issued for DRB

ISSUE DATES

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LICENSED ARCHITECT CHRISTOPHER N. TALSMA 16183334 STATE OF ILLINOIS

Issue Date

Print Date: 12/7/2021 3:57:44 PM

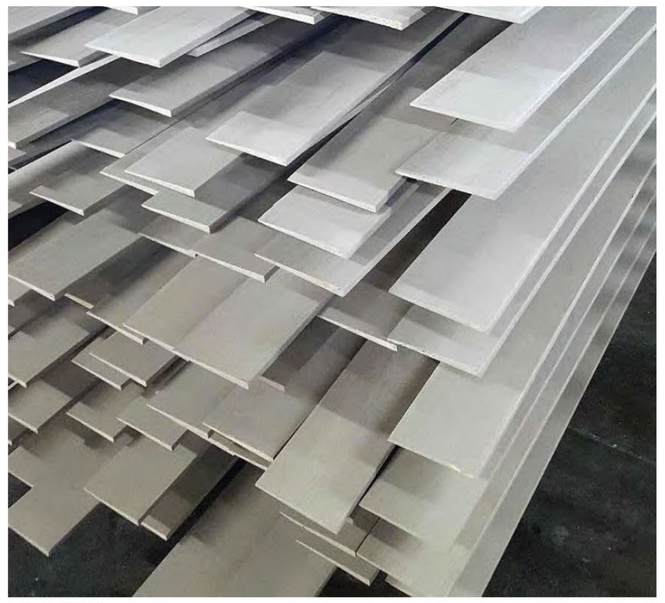
Project Name:

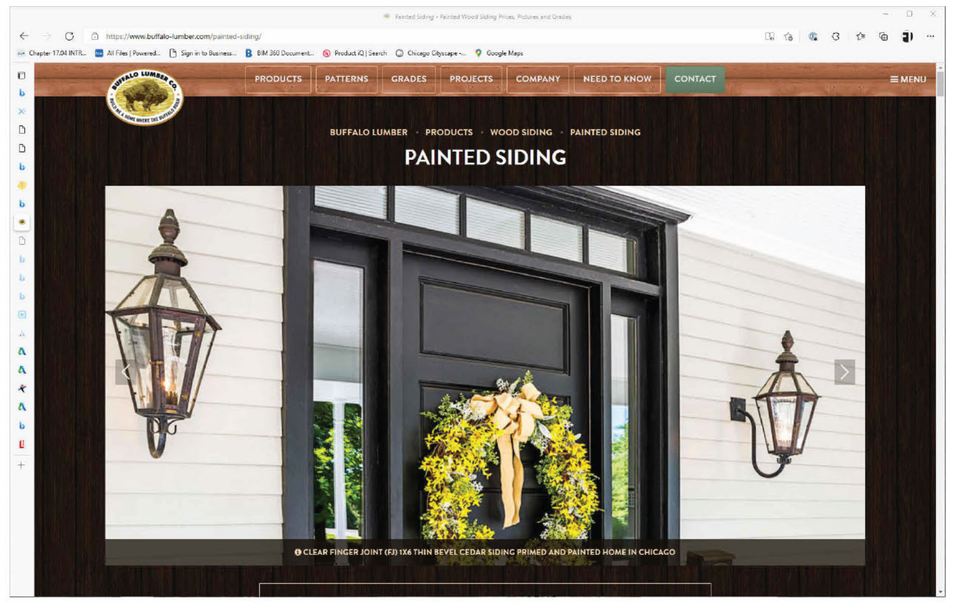
Cherry / Linden Homes
455 Linden Street, Winnetka

Owner:

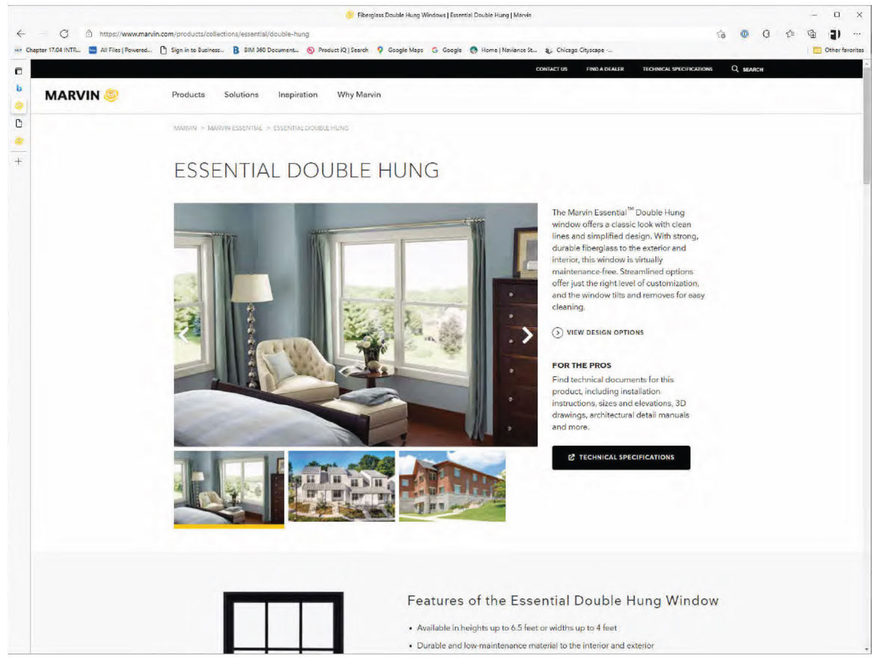
Materials

A001.3





1 Wood Siding
6" = 1'-0"



2 Windows
6" = 1'-0"

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Issue Date

Print Date: 12/7/2021 3:57:45 PM

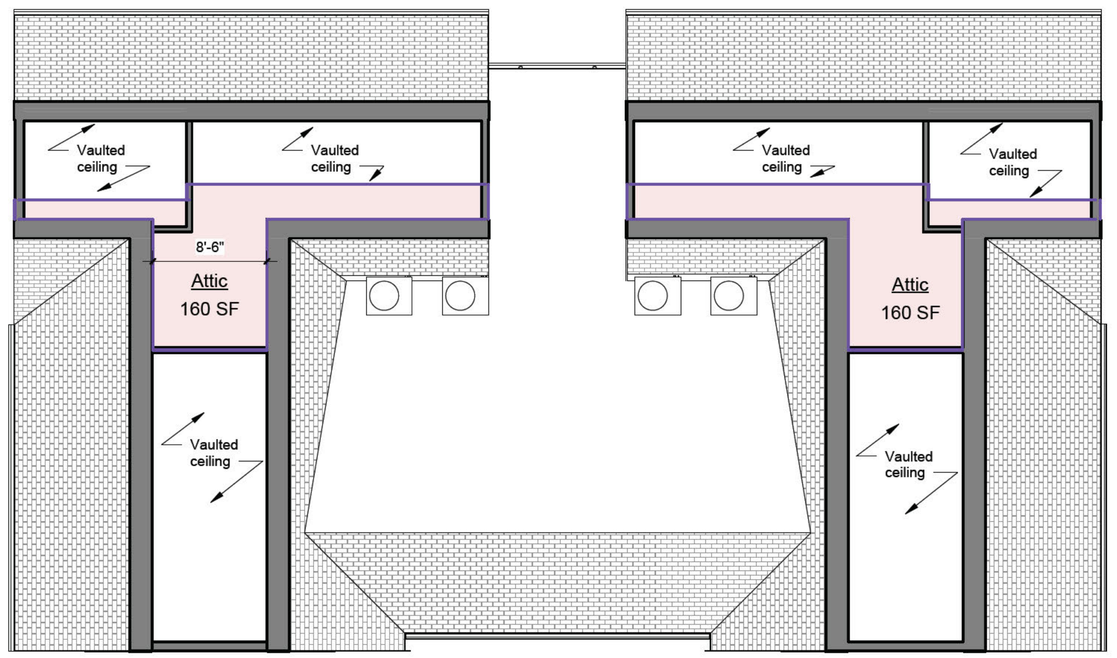
Project Name:

Cherry / Linden Homes
455 Linden Street, Winnetka

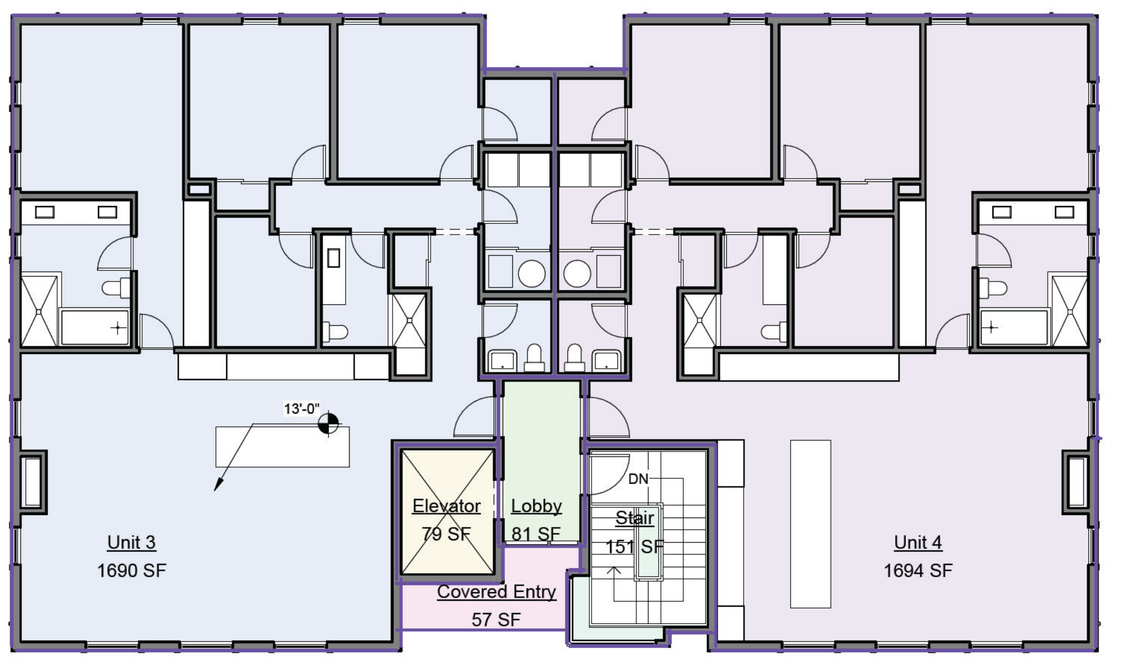
Owner:

Materials

A001.4



4 Roof
1/8" = 1'-0"



3 Level 2
1/8" = 1'-0"

2 Level 1
1/8" = 1'-0"

1 Basement
1/8" = 1'-0"

Area Schedule (Gross Building)	
Name	Area
Basement	
Common	488 SF
Elevator	76 SF
Garage	4036 SF
Stair	133 SF
	4733 SF
Level 1	
Covered Entry	72 SF
Elevator	79 SF
Lobby	80 SF
Stair	135 SF
Unit 1	1690 SF
Unit 2	1698 SF
	3755 SF
Level 2	
Covered Entry	57 SF
Elevator	79 SF
Lobby	81 SF
Stair	151 SF
Unit 3	1690 SF
Unit 4	1694 SF
	3753 SF
	12241 SF

EGRESS NOTE:

PER 2015 IBC
1006.3.2
Single Exits are permissible for floors up to 3rd story with fewer than 4 Dwelling Units

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ISSUE DATES

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Issue Dates

Print Date: 12/7/2021 3:57:48 PM

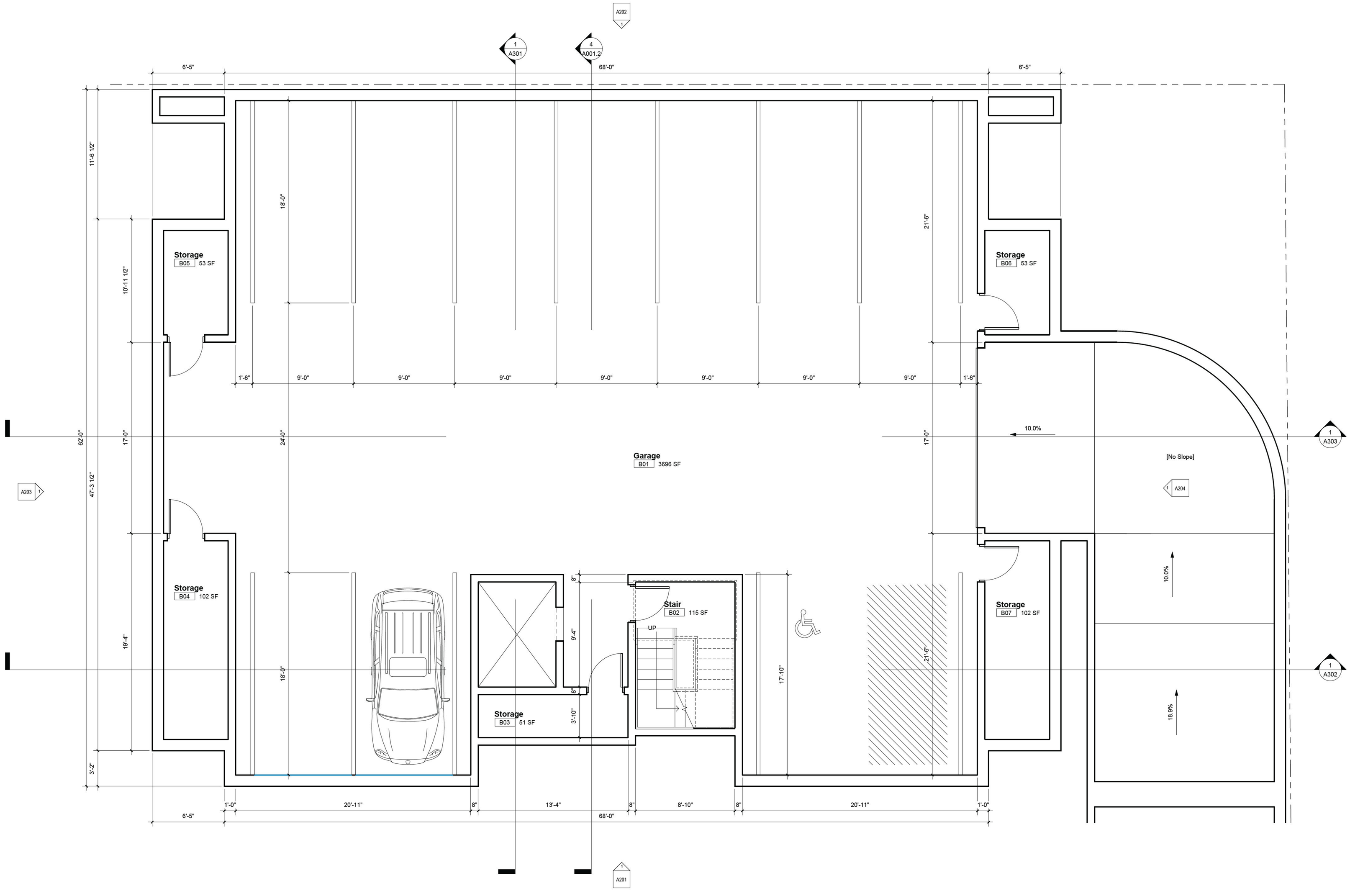
Project Name:

Cherry / Linden Homes
455 Linden Street, Winnetka

Owner:

Area Plans

A002



1 Basement
1/4" = 1'-0"

#	Date	Description
2	12/7/21	Issued for Zoning Variation
1	11/7/21	Issued for DRB

ISSUE DATES

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Issue Date

Print Date: 12/7/2021 3:57:49 PM

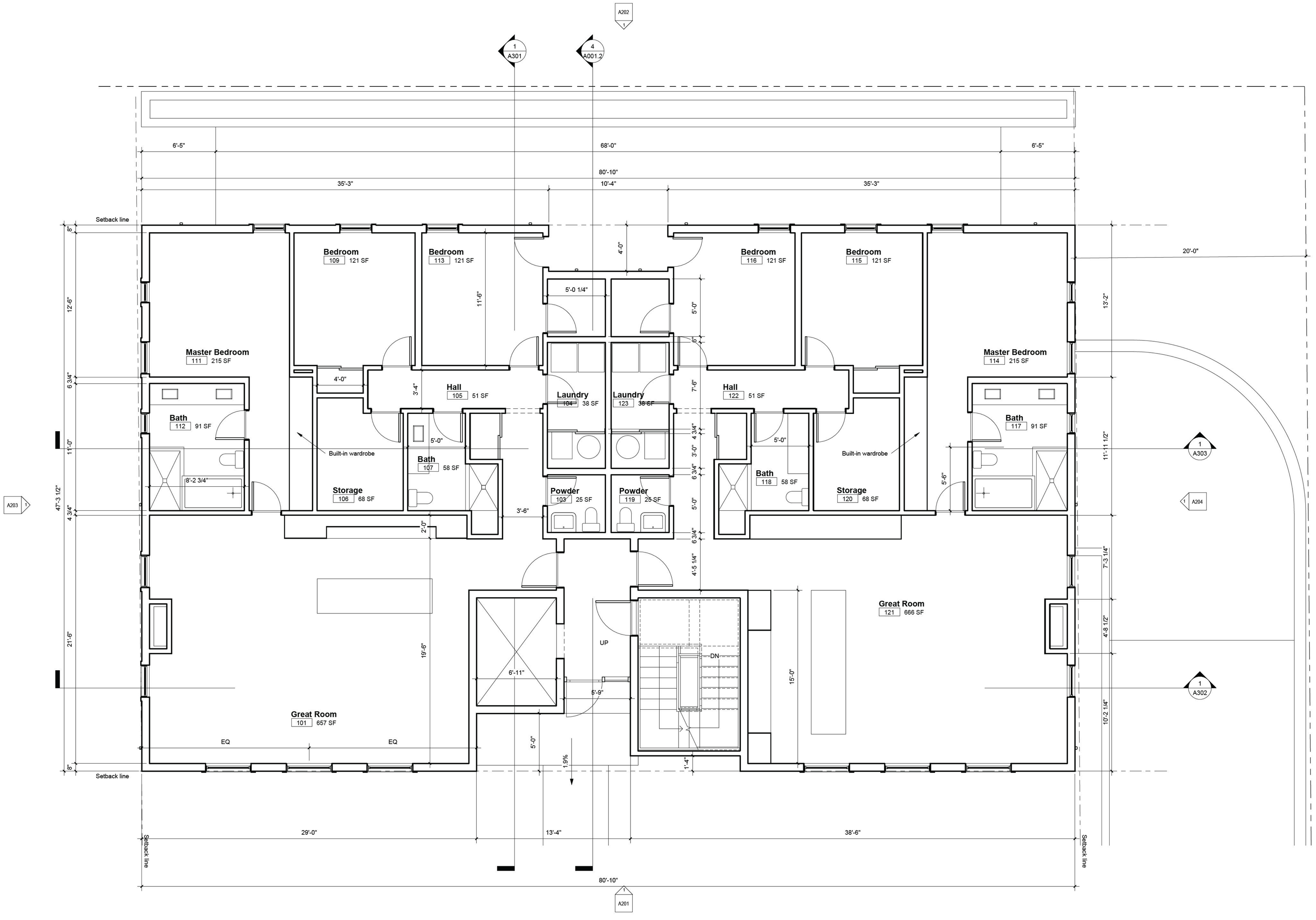
Project Name:

Cherry / Linden Homes
455 Linden Street, Winnetka

Owner:

Basement Plan

A100



1 Level 1
1/4" = 1'-0"

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2	12/7/21	Issued for Zoning Variation
1	11/7/21	Issued for DRB

ISSUE DATES

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Issue Date

Print Date: 12/7/2021 3:57:50 PM

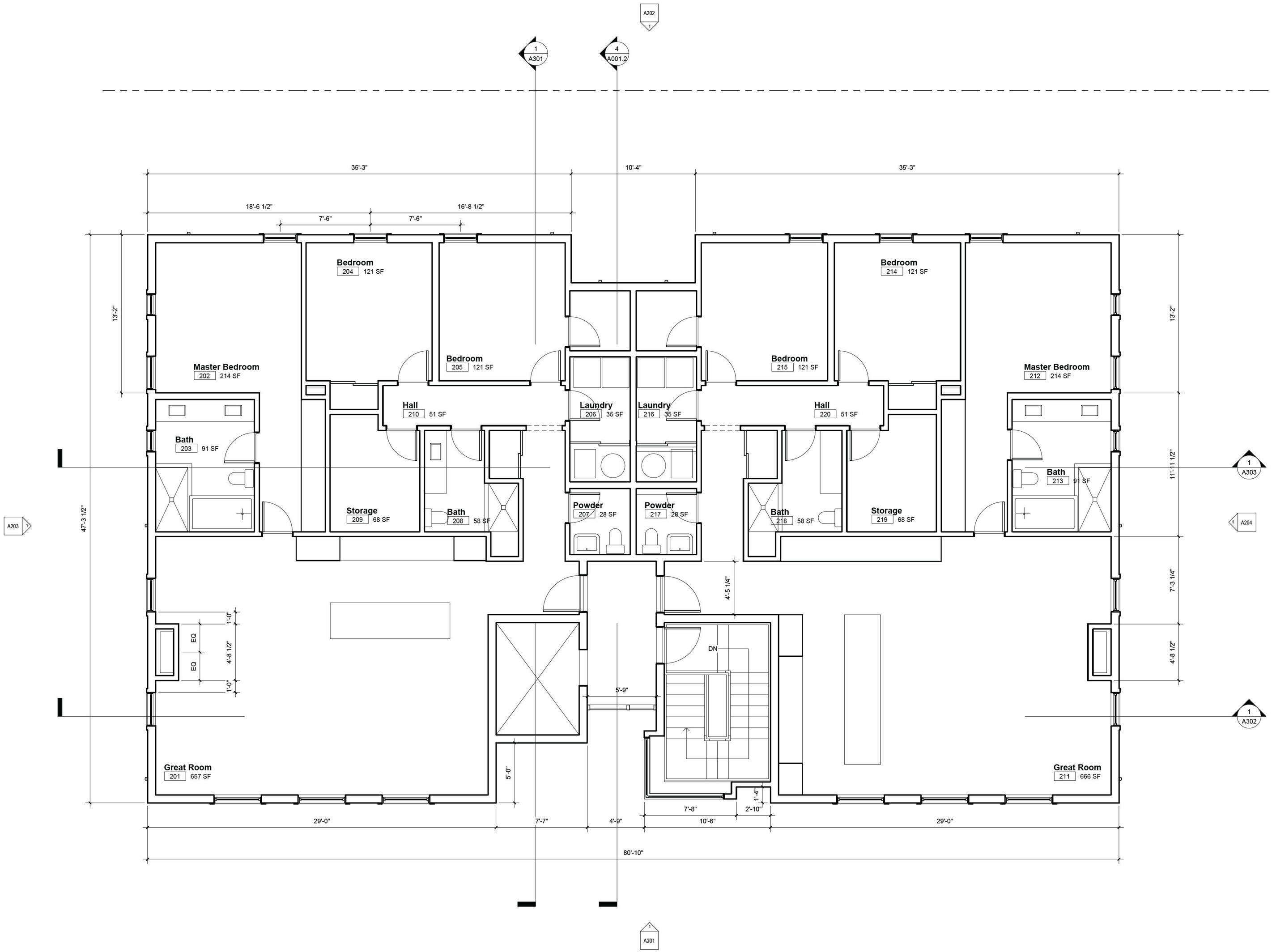
Project Name:

Cherry / Linden Homes
455 Linden Street, Winnetka

Owner:

First Floor Plan

A101



1 Level 2
1/4" = 1'-0"

#	Date	Description
2	12/7/21	Issued for Zoning Variation
1	11/7/21	Issued for DRB

ISSUE DATES

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Issue Date

Print Date: 12/7/2021 3:57:51 PM

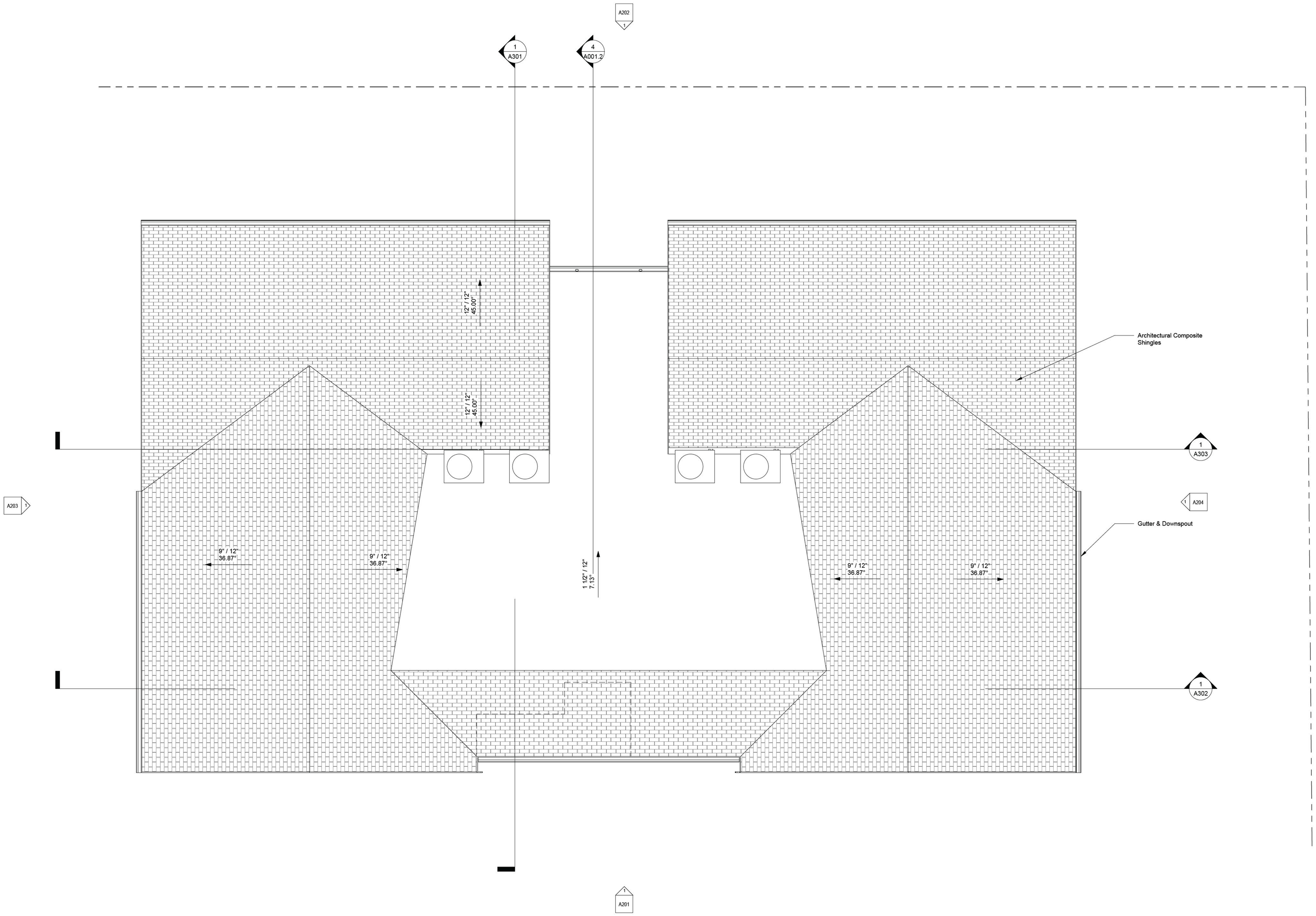
Project Name:

Cherry / Linden Homes
455 Linden Street, Winnetka

Owner:

Second Floor Plan

A102



1 Roof
1/4" = 1'-0"

#	Date	Description
2	12/7/21	Issued for Zoning Variation
1	11/7/21	Issued for DRB

ISSUE DATES

FILORAMO TALSMA ARCHITECTURE
1765 N Elston Ave., #226, Chicago, IL 60642 info@filoramotalsma.com

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Issue Date

Print Date: 12/7/2021 3:57:52 PM

Project Name:

Cherry / Linden Homes
455 Linden Street, Winnetka

Owner:

Roof Plan

A103

1 South Elevation
1/4" = 1'-0"

#	Date	Description
2	12/7/21	Issued for Zoning Variation
1	11/7/21	Issued for DRB

ISSUE DATES

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Issue Date

Print Date: 12/7/2021 3:58:40 PM

Project Name:

Cherry / Linden Homes
455 Linden Street, Winnetka

Owner:

South Elevation

A201

1 North Elevation
1/4" = 1'-0"

#	Date	Description
2	12/7/21	Issued for Zoning Variation
1	11/7/21	Issued for DRB

ISSUE DATES

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Issue Date

Print Date: 12/7/2021 3:59:28 PM

Project Name:

Cherry / Linden Homes
455 Linden Street, Winnetka

Owner:

North Elevation

A202

1 West Elevation
1/4" = 1'-0"

#	Date	Description
2	12/7/21	Issued for Zoning Variation
1	11/7/21	Issued for DRB

ISSUE DATES

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ARCHITECTURE

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Issue Date

Print Date: 12/7/2021 4:00:08 PM

Project Name:

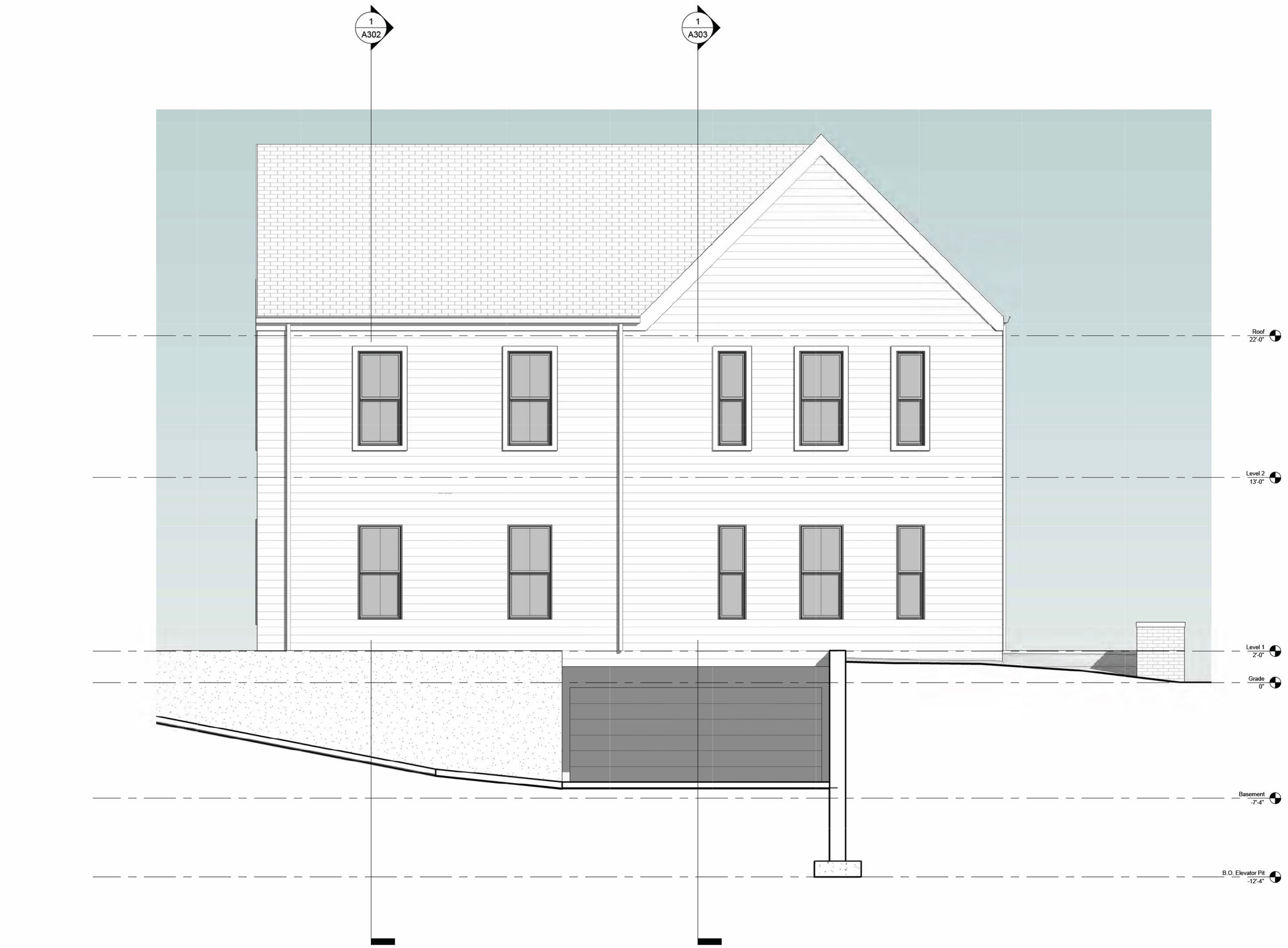
Cherry / Linden Homes
455 Linden Street, Winnetka

Owner:

West Elevation

A203

Agenda Packet 170



1 East Elevation
1/4" = 1'-0"

#	Date	Description
2	12/7/21	Issued for Zoning Variation
1	11/7/21	Issued for DRB

ISSUE DATES

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Issue Date

Print Date: 12/7/2021 4:00:47 PM

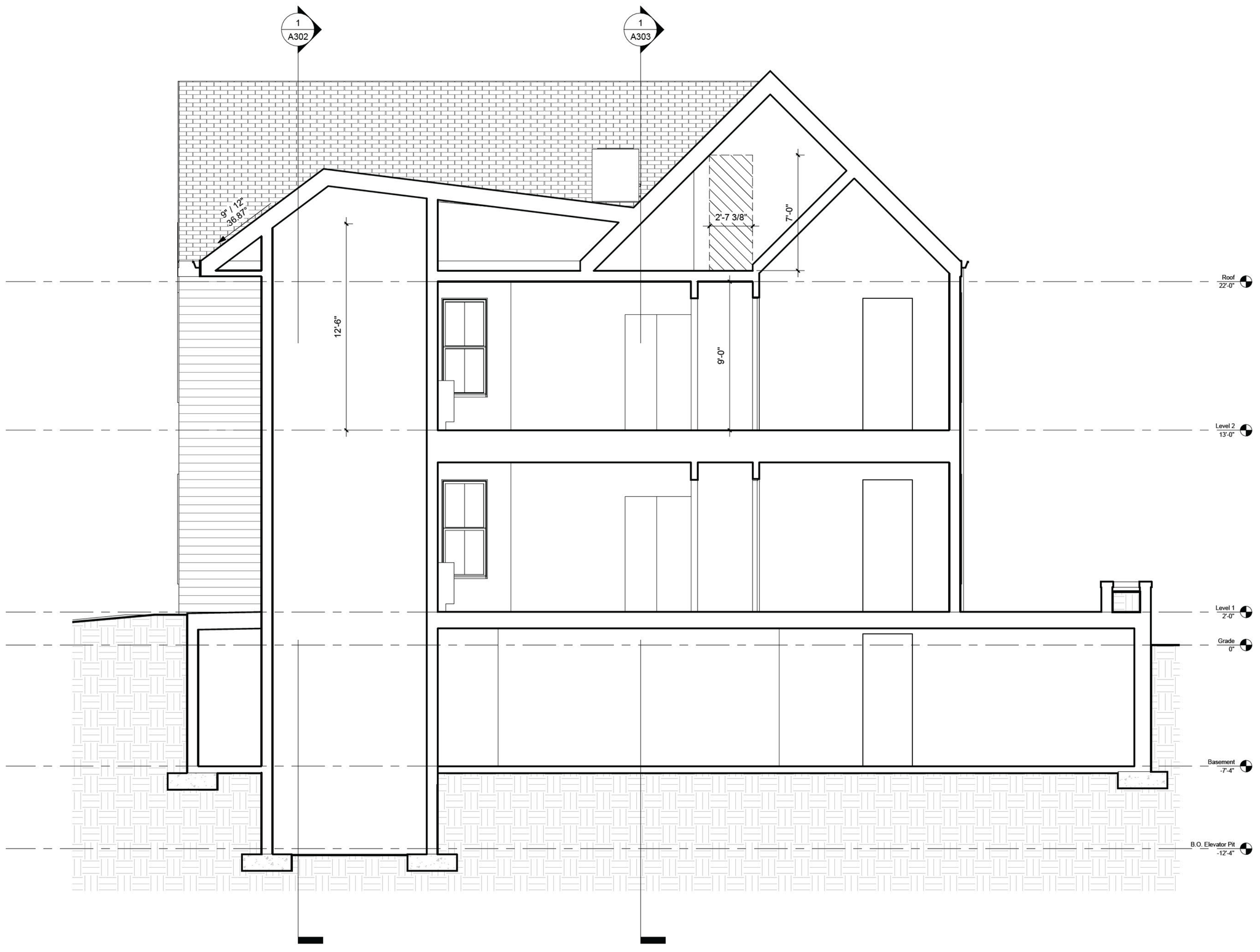
Project Name:

Cherry / Linden Homes
455 Linden Street, Winnetka

Owner:

East Elevation

A204



1 Lateral Building Section (N/S)
1/4" = 1'-0"

#	Date	Description
2	12/7/21	Issued for Zoning Variation
1	11/7/21	Issued for DRB

ISSUE DATES

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Issue Date

Print Date: 12/7/2021 4:00:48 PM

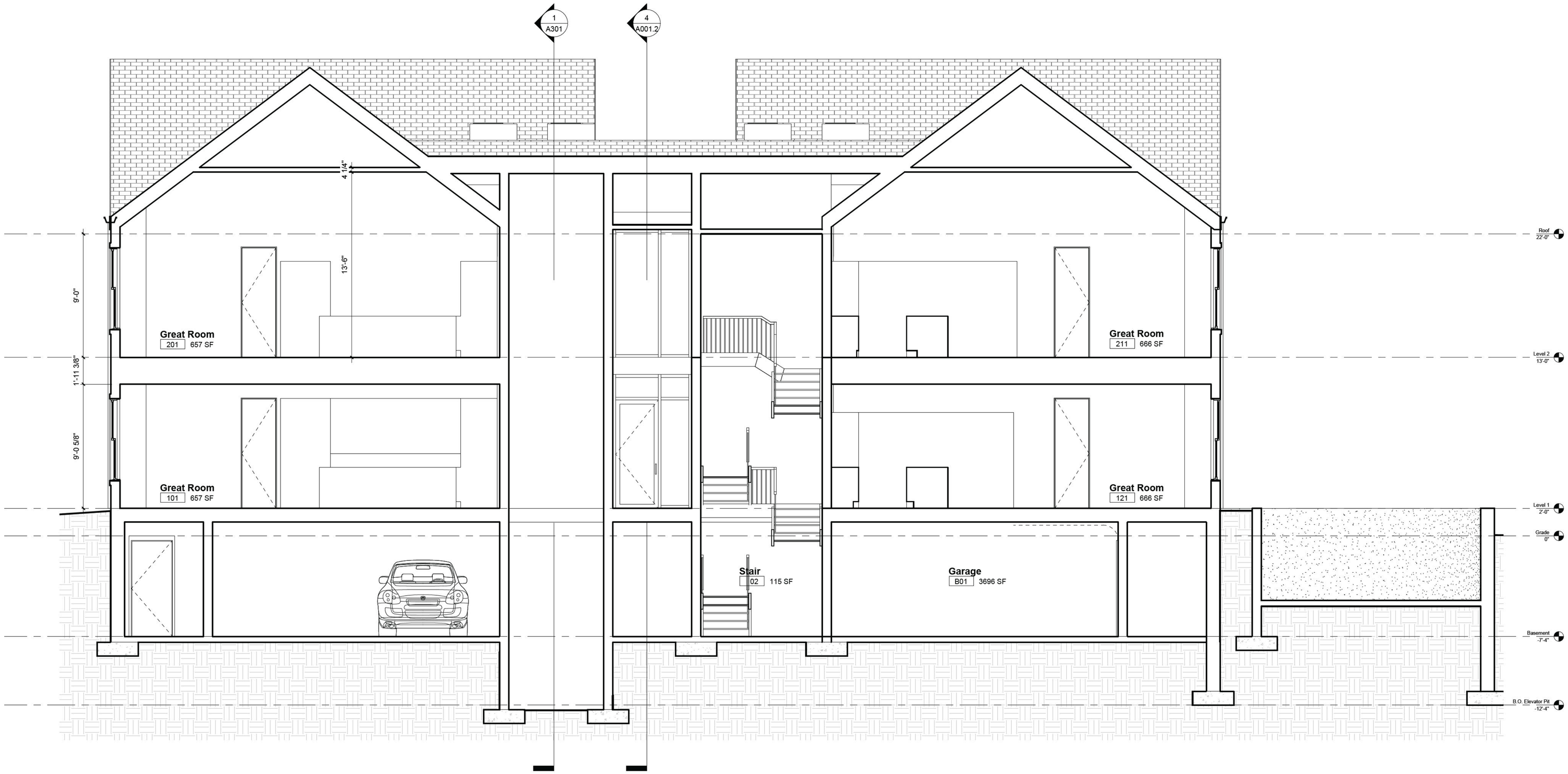
Project Name:

Cherry / Linden Homes
455 Linden Street, Winnetka

Owner:

Building Section

A301



1 Longitudinal Section
1/4" = 1'-0"

#	Date	Description
2	12/7/21	Issued for Zoning Variation
1	11/7/21	Issued for DRB

ISSUE DATES

FILORAMO TALSMA ARCHITECTURE
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Issue Date

Print Date: 12/7/2021 4:00:49 PM

Project Name:

Cherry / Linden Homes
455 Linden Street, Winnetka

Owner:

Building Section

A302

1 Longitudinal Section
1/4" = 1'-0"

#	Date	Description
2	12/7/21	Issued for Zoning Variation
1	11/7/21	Issued for DRB

ISSUE DATES

FILORAMO TALSMA
ARCHITECTURE

1765 N Elston Ave., #226, Chicago, IL 60642 info@filoramotalsma.com

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Issue Date

Print Date: 12/7/2021 4:00:49 PM

Project Name:

Cherry / Linden Homes
455 Linden Street, Winnetka

Owner:

Building Section

A303

Attachment C – Photographs of Area Properties

761 Cherry Street (multi-family residence to east)

465-477 Linden Street (multi-family buildings to north)

458 Linden Street (single family home to west)

770 Cherry Street (single family home to south)

788 Cherry Street (single family home to southwest)

745-751 Cherry Street (townhomes to east)

466-476 Linden Street (townhomes to northwest)

ATTACHMENT D

From: [redacted]
To: Planning
Subject: Fwd: Re Case no 21-17-DR /455 Linden
Date: Friday, July 9, 2021 10:21:49 AM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Approved letter (edited) below thank you !!

Sent from my iPhone

Begin forwarded message:

From: "Gallagher, Maureen" [redacted]>
Date: July 8, 2021 at 4:09:23 PM CDT
To: "planning@winnetka.org" <planning@winnetka.org>
Subject: Re Case no 21-17-DR /455 Linden

Hello !
I am owner of SF at corner of Linden & Cherry
directly across from proposed 4 unit multi family. (770 Cherry St .)
I received your letter and wanted to comment.
I am a Real Estate Broker with Coldwell Banker .
My major concerns re Design and Density .
The proposed design is not attractive and
does not fit well with the neighborhood .
There is no brick at all and does not match
or blend in with other townhomes in the
neighborhood . (Ie Brick townhomes across
from library , brick townhomes beside the library
or the brick townhomes just east of subject property at Cherry & Green Bay .)

My concerns :
1) adverse effect on property value of my home
at 770 Cherry St . (and other homes in the neighborhood) .
2) Design is not aesthetically pleasing in its current state . Too much siding ,
looks too commercial Ie like a large shed or warehouse

The asymmetric design of roofline is one of
the major detracting features . I showed the
Design to 3 family members who do not reside
in my household and they all agreed it did not
fit in with architecture in the neighborhood and
they did not like the design at all.

I think a more traditional design akin to the

Townhomes across from library would be a
better and more appropriate design for the
Neighborhood & for Winnetka .

3) Density for this corner . It's a busy corner with traffic & parking is always tight on Cherry St

in front of my house . Between the Library and
Church there is already high density

and could be very crowded at the stop sign, especially on Cherry & Linden but also on Cherry & Green Bay , leading to congestion

and possible car accidents.
Also with underground garage proposed it is
likely lengthy construction and if there are any
issues or construction delays could become
an eyesore and remain 1/2 finished for quite
a long period of time, creating a danger as well
(Ie gaping hole in the ground or 1/2 finished
garage and potential danger for children .)

There are just too many other townhomes in this quadrant (3 others) and this one doesn't match or fit in with any of them . The others are all brick & attractive & charming .
With all due respect ; the proposed design lacks character & charm in my opinion .

Also the other 3 corners feature single family homes and this corner should arguably be Single Family . (even though it is supposed to be a 2 unit multi family at present it looks like a single family).
I think it is important to keep the continuity of architecture & design in the Community .

Conclusion: this is Not an Appropriate property for this location . Single family much preferred .

Or townhome with more traditional brick
elements and design .

Thanks so much for hearing my comments ,

Maureen Gallagher
770 Cherry St
Winnetka , IL
60093

***Also what is estimated construction timeline
duration of project & how much do they plan
on selling units for and how many cars will be parking in the garage . The
entrance appears

directly across the street from my driveway and
as it is ,it is often difficult to pull out of my drive
with traffic at the four way stop at Cherry &
Linden . My neighbor to East in the same boat .
Adding 8-20 cars coming in and out of a garage
so close to the four way stop could really be
a challenge in my opinion .

Sent from my iPhone

Wire Fraud is Real. Before wiring any money, call the intended recipient at a number you know is valid to confirm the instructions. Additionally, please note that the sender does not have authority to bind a party to a real estate contract via written or verbal communication.

Margaret K. Carton
476 Linden Street
[redacted]ois 60093
[redacted]

Design Review Board
Village of Winnetka
Winnetka, Illinois 60093

To Whom it May Concern:

I am writing in regard to the proposed multi-family residential building and landscape at 455 Linden in Winnetka.

As a neighbor and Winnetka resident, I have reviewed the proposal and have several comments.

1. The A001 site map graphically depicts the relationship between the proposed building and adjacent structures. In all instances, the proposed building extends beyond the established setbacks of its neighbors. The result is a bulky structure which seems inconsistent and incompatible with the established residential nature and character of the neighborhood. Further, It appears to loom over Cherry Street.

2. The elevation of the proposed building depicted on sheet A001.1 shows it dwarfing the adjacent structures. The raised beds exacerbate the problem. The project seems overbuilt on the site and lacks a respect for the site.

3. The 2' raised beds, necessary to accommodate the underground parking, are at odds with the residential character of the neighborhood and contribute to the bulky massing of the proposed project.

4. Although not directly the purview of the DRB, the variances necessary for the completion of this project - namely the raised beds - contribute to the visual and actual overbuilding of the site. While I understand that the site is zoned B1 to accommodate a multi-family project, I would suggest that the construction of four three bedroom + den apartments with underground parking is inappropriate on a corner lot of approximately 9,952 square feet. The requisite raised beds, screening the underground parking, are still building components. Zoning regulations and constraints are codified for many reasons - one being to maintain the character of a neighborhood or area.

5. While I understand that taste is relative, I would argue that the design of the project and materials, specifically the use of a standing seam metal roof and raised beds are inconsistent with the neighborhood and village design guidelines.

Sincerely,

Margaret Carton
Registered Architect

November 14, 2021

Margaret K. Carton
476 Linden
Winnetka, Illinois 60093

Design Review Board
Village of Winnetka
Winnetka, Illinois. 60093

To Whom it May Concern:

I am writing, again, in regard to the proposed multi-family project at 455 Linden, Winnetka.

As a neighbor and Winnetka resident, I have reviewed the most recent proposal and have several comments.

1. Rendering 1 on A001.2 entitled “rendered view from south” incorrectly depicts the proposed building. The rendering fails to show the rear gable roof which is taller than the front gable and extends beyond the entry recess-see figures 1c, 6c and drawing 2.
2. Many of the drawings show the building obscured by trees. While it may be accurate that there will be seasonal vegetation around the building, it makes evaluating the proposed project difficult.
3. Some important information appears to be missing from the drawings which make it hard to comment on its appropriateness in the neighborhood:
    1. The height of the wall at the north face of the terrace
    2. The materials at the entry - specifically on page A201 - specs on windows used at the entry face and on the “cantilevered bay feature on the stairway.”
4. The entry recess seems small and tight.
5. Is 17’ adequate for a turning radius to access the garage?
6. Does the proposed building have any overhangs? Are there vents for the fireplaces? The height of the bottom of the “cantilevered bay feature”?

While I appreciate the steps the applicant has made to make the project more sympathetic to the site and the neighborhood, I still question the massing of the building, the requisite +2’ elevation necessary to accommodate the parking structure, and the awkward rear roof. I feel that the proposed project continues to dwarf the adjacent buildings.

Sincerely,

Margaret K. Carton

WINNETKA ZONING BOARD OF APPEALS
EXCERPT OF MEETING MINUTES
JANUARY 10, 2022

Zoning Board Members Present:	Matt Bradley, Chairman Kate Casale MacNally Kimberly Handler Lynn Hanley Mike Nielsen Todd Vender
Zoning Board Members Absent:	Max Weigandt
Village Staff:	David Schoon, Director of Community Development Brian Norkus, Assistant Director of Community Development Ann Klaassen, Senior Planner

***

DRAFT

Case No. 22-02-V2: 455 Linden Street: An application submitted by Linden Winnetka LLC seeing approval of zoning variations to allow construction of a new four-unit multi-family residential building with below grade structured parking at 455 Linden Street. The requested zoning variations would permit the proposed building to: (i) exceed the maximum permitted roofed lot coverage; (ii) provide less than the minimum required corner setback from Cherry Street to accommodate the below grade structured parking and (iii) provide less than the minimum required side yard setback from the north property line to accommodate the below grade structured parking. The Village Council has final jurisdiction on this request.

Ms. Klaassen identified the roofed lot coverage (RLC), corner yard and side yard setback variations being requested and the property's location. She described the existing home on the site and identified the lot's zoning classification. Ms. Klaassen then referred to the land use map noting the property is located in a transitional area. She then identified the surrounding uses and referred to the site's permitted density. Ms. Klaassen then referred to the site's photos and proposed site plan containing underground parking and its access point. She noted approximately 968 square feet of underground parking is included in the RLC calculation. Ms. Klaassen identified the proposed first and second floor plans and south, west and north building elevations as well as a rendering from the southeast.

Ms. Klaassen stated a Certificate of Appropriateness was submitted for the request and the Design Review Board (DRB) considered the request at its September 2021 meeting. She stated following comments and concerns raised relating to the roof design and overall building design, the applicant continued the request and submitted revised plans. Ms. Klaassen stated the DRB reviewed the request again at its October and November 2021 meetings and she identified several of the concerns raised. She informed the Board the DRB ultimately recommended design approval subject to conditions relating to brick color.

Ms. Klaassen stated three emails were received and would be read into the record. She stated following Board discussion and public comment, a Board Member may wish to make a motion to recommend approval or denial of the request with draft motions provided on page no. 11, adding that there are no members of the public present at the Village Hall. She then asked if there were any questions.

Chairman Bradley also asked if there were any questions. Ms. Hanley asked if a portion of the garage is above ground and being considered as RLC. Ms. Klaassen responded there is a roof for the structure which is below grade. She identified calculating such areas in RLC as another way to restrict development on a lot. Mr. Vender asked if there was no underground parking, would it be an issue. Ms. Klaassen confirmed if the underground parking did not extend beyond the building above, it would comply with RLC and the north side yard setback. Chairman Bradley asked if there is a code requirement for a certain number of parking spaces and Ms. Klaassen confirmed 2¼ parking spaces per unit are required, noting that guest parking would also be provided below grade. Chairman Bradley referred to Figure 10 on page 7 and Ms. Klaassen stated significant design changes were made in response to the comments made at the September and October DRB meetings to address the roof lines. She confirmed there is not a height issue. Ms. Handler questioned the 3 foot 1 inch setback on Cherry Street. Ms. Klaassen confirmed that variation would also be eliminated if there was not underground parking.

Ms. Casale MacNally asked for clarification with regard to the number of parking spaces required according to code. Ms. Klaassen explained the code requirements for the parking spaces with one parking space required to be enclosed. Ms. Casale MacNally asked if there was an update in connection with the tree issue. Ms. Klaassen responded they spoke with the Village Forester who would have to review the plans, but based on his initial review, the necessary tree protection could be provided to protect neighboring trees.

Chairman Bradley asked for the applicant's presentation. Mr. Norkus allowed the applicant into the meeting. Chairman Bradley swore in those speaking to this matter. Chris Talsma with Filoramo Talsma Architecture, Matthew Holmes, the applicant's attorney and Ayman Khalil, agent for the owner, introduced themselves to the Board. Mr. Holmes stated there is no issue with regard to the proposed use for the principal structure and it is compliant with the zoning code. He identified the reasons for the underground parking which would address parking issues noting the variations being requested related to underground parking. He stated the parking garage design was modified with the DRB asking for revisions to expand it noting the underground parking could not be made deeper. Mr. Holmes stated they want to be good neighbors and he reviewed the written comments received with the site plan being modified to address the comments.

Mr. Holmes stated the site plan was designed for underground parking to be as invisible as possible which is more aesthetically pleasing than having street-level parking. He noted the lot's shape attributed to a lot of the issues since it necessitated a longer drive aisle. He stated one complaint referred to the number of townhomes in the area. Mr. Holmes then referred to the reduced elevation rendering on the site to allow more light into the property and the change made to the roof slope. He further addressed the remaining standards. Mr. Holmes stated concerns were also raised with regard to storm water detention and noted they intend to fully comply with the requirements. He stated no variations are requested relating to storm water and the significant trees on the site would not be affected. Chris Talsma and Mr. Holmes then asked if there were any questions. Mr. Khalil stated a lot of the comments received from the neighbors and the DRB have been remediated which would result in a good project for Winnetka.

Chairman Bradley also asked if there were any questions. He stated with regard to the RLC issue, he asked to what extent has the garage been sufficiently tailored in connection with the architecture and design. Mr. Talsma reiterated the variations relate to the garage and the project would otherwise comply. He stated after several revisions, the drive aisle and ramp resulted in them performing a balancing act. Mr. Talsma referred to the planting bed which served as a buffer to the north neighbor. He informed the Board eliminating the 10th parking space would not significantly affect RLC. Mr. Holmes also stated they do not

DRAFT

want to ask for more variations than necessary. Mr. Talsma referred to the site plan on Sheet A-001 with the green area representing RLC for the building only, which is below the requirement. He added they did not consider approaching from Linden Street and planned to use the existing curb cut. Mr. Khalil informed the Board the Montessori School is the neighbor next door. Mr. Schoon confirmed that there has not been Montessori School in the building next door for some time. Ms. Klaassen confirmed there is a multifamily residence to the east.

Chairman Bradley asked if there would be a gate at the neighbors' lot line into the garage. Mr. Talsma responded fall protection would be provided. Mr. Khalil noted there is currently a fence between their property and the east property. Ms. Handler asked if articulation is required due to the building's length. Ms. Klaassen confirmed the required articulation of 4 feet is provided on the north side. Chairman Bradley asked for elaboration on the decision to not consider Linden Street as an access point. Mr. Talsma responded it was their understanding for curb cuts to be located as far away from intersections as possible and the proposed location is the best in terms of access. Mr. Holmes added there is public parking on Linden Street.

Ms. Hanley referred to storm water detention and the static pressure raised and with such a large underground parking garage, she asked if it required a certain amount of additional storm water detention. Mr. Talsma responded they would conform to storm water detention requirements and are working with a civil engineer who considered the comments raised. He noted they would not worsen existing conditions and explained how the storm water detention would work. Ms. Klaassen stated the required detention is based on the amount of impermeable lot coverage and does not relate to the depth of construction. No additional questions were raised at this time.

Chairman Bradley then asked for public comment. Ms. Klaassen read emails from Larry Evangelides, 469 Linden, Kristen Goss, 465 Linden, and Maria Desanzo, 467 Linden, into the record in opposition of the request. Mr. Norkus then allowed members of the public into the meeting. Chairman Bradley swore in those speaking to this matter. Kelly O'Conor, 470 Linden, stated her concerns relate to underground parking and the amount of traffic on Cherry Street. Mr. Norkus confirmed there was no additional public comment.

Chairman Bradley asked for the applicant to respond. Mr. Holmes referred to the three main concerns raised by the neighbors and stated they went through three iterations to address the concerns raised. He also stated their architect did not address trees located over 50 feet away from the project. Mr. Holmes reiterated they would comply with the Village's storm water regulations which are a requirement. He also stated in connection with Cherry Street traffic, the project would reduce the parking issues on Cherry Street since parking for guests would be added in the basement noting that underground parking reduced surface parking congestion.

Chairman Bradley referred to the side yard setback variation and asked Mr. Holmes what is driving the 96% variation relating to underground parking. Mr. Talsma responded the driveway length is a function of the garage's depth and stated the exterior building walls conform to setback requirements. He stated the nonconforming portions relate to the area below grade and would not be visible. Ms. Klaassen stated the exterior wall of the underground parking garage would be set back .46 feet from the north property line, noting the driveway is a permitted encroachment. Chairman Bradley then stated while multiple uses are allowed on the lot, he referred to the amount of parking spaces allowed compared to any other use allowed on the site. Mr. Talsma stated a four-unit building met the threshold for the property and confirmed the number of parking spaces requested is what is allowed. He then referred to the amount of

DRAFT

parking spaces allowed in Chicago and the proximity of the property to other transportation modes. Mr. Khalil added due to the geometry of the area, they were able to fit in 10 spaces which may not ultimately be needed and they are complying with code requirements.

Ms. Handler asked if the proposal was for two units if the requirement would be five parking spaces. Mr. Khalil confirmed that is correct. Mr. Holmes referred to the character of the locality standard and stated while a four-unit structure is allowed by code, it would be impossible to have 10 parking spaces above ground. Mr. Talsma stated with regard to parking, they are only required to have four spaces indoors and the remainder of parking could be provided on-grade with their preference being for all vehicles to be located onsite. Chairman Bradley indicated the number of variations can be reduced from three to two by repositioning the access driveway. He then called the matter in for discussion.

Mr. Vender stated his two concerns relate to the driveway depth although sufficient protective measures were addressed as well as the below grade parking which he commented they wouldn't even be here if it weren't for the underground parking, which would be much better than offsite. He stated the request would not generate a lot of traffic and referred to the 96% variation which was addressed by the garage being located below grade. Mr. Vender then stated he did not have any major issues with regard to the request and asked to hear the other Board Members' comments. Ms. Hanley commented she liked the design and the multifamily building with her concern relating to potential flooding in connection with the underground garage. She stated knowing all of the variations relate to the underground garage, she is more comfortable with the variations adding that the stormwater engineers would be addressing the issue to the Village's satisfaction. Mr. Nielsen stated the proposal is the best modern day rendition for the site which would not have the same issues as the neighboring condominium building in terms of parking. He also stated storm water and trees would be addressed by the Village with the side yard variation relating to the fact that the curb cut is still being used. He concluded he would be in favor of the request. Ms. Handler stated she was initially troubled by the request and referred to the need for townhomes. She also stated given the proposal is for only four units, she is not troubled by the 96% variation for underground parking which would not be visible. Ms. Handler then stated she is undecided. Ms. Casale MacNally agreed with the comments made and referred to the variation standards. She referred to the work done by the DRB and applicant and commented the proposal would be aesthetically pleasing for the neighborhood and the Village. Ms. Casale MacNally stated the storm water issues would be addressed and she is in favor of the request. Chairman Bradley reiterated below grade parking is triggering all three variations requested and commented it is impossible to state the reasonable return standard has been met and when considered individually, the reasonable return standard is difficult to meet and the remaining standards have been met. He also referred to the work done by the DRB and applicant and stated the underground parking and storm water concerns would be addressed by the professionals. He then stated he is in support of the project.

Chairman Bradley then asked for a motion to recommend approval as indicated on page 11. Ms. Casale MacNally moved to recommend approval of the requested variations. The motion was seconded by Mr. Nielsen. A vote was taken and the motion unanimously passed, 6 to 0:

AYES: Bradley, Casale MacNally, Handler, Hanley, Nielsen, Vender

NAYS: None

***

DRAFT

ATTACHMENT 4

From: [redacted]
To: Planning
Subject: 455 Linden St
Date: Sunday, January 9, 2022 10:30:51 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Zoning Board of Appeals

I am writing in regard to 455 Linden St application for variances. There are three total, two of which

are asking for 16 and 18% relief which is bad enough but the third is asking for over 96% relief.

That is an astounding amount to even be considered. To even be considered makes me question

why the village would even have setbacks. I live at 469 Linden St, just to the north of 455

and that variance means they are building right to our lot line. Just because most of it will be below

grade doesnt mean it will not affect us. Trees and bushes along the lot line will definitely be affected,

not to mention the loss of ground to absorb rainfall. And a massive underground structure so close to us

will only increase hydrostatic water pressure on our much older basements.

There are eight standards by which the board must judge by.

1. and 2. The village is under no obligation to guarantee a reasonable return. The owner knew of

the property limitations when he bought it. He was not forced to buy it and he can always build a nice

single family home on the lot. He shouldnt be allowed to flip it at existing owners expense.

3. and 4. The new building would totally change the character of the neighborhood. This is a massive structure

that is proposed. Over 35 ft tall I believe. It would dwarf our building which is approx 22 ft tall. And because it is

so tall and massive it would have a huge effect on the amount of sun and light that we get. That would be a huge setback for us.

6. Taxable value of land might not be affected but his property value will go up while my townhouse value will go down.

Not an equitable situation.

7. Congestion will most certainly increase. As it is both streets, Cherry and Linden are constantly lined with cars parking.

In fact if I have friends visiting chances are they will have to park over a block away. They state that their underground garage

will cut down on and not add to congestion, but there will be 4 units in the property and if they have guests the street will

be the only place to park. Cherry St in front of this place is narrow also. When cars are parked all along it and there is traffic

in both directions, it becomes difficult.

Thank you for your work and consideration on this matter, and I hope these variances will not be allowed.

Thank you

Larry Evangelides

469 Linden St.

From: [redacted]
To: Planning
Subject: Zoning Board of Appeals Meeting Public Comment - 455 Linden Street - Variations (Case No. 22-02-V2)
Date: Monday, January 10, 2022 11:56:18 AM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Winnetka Zoning Board of Appeals:

My name is Kristen Goss, and I reside at 465 Linden Street. I am writing in order to provide my comments for the Zoning Board of Appeals hearing this evening relating to the property located at 455 Linden Street ("Subject Property"). The Subject Property is located directly south of our townhomes. The front doors of three of our townhomes face the Subject Property.

I had addressed the Design Review Board with comments relating to the Subject Property at the public hearing on November 18, 2021. I had not submitted my comments in writing but read them aloud. The majority of my comments to the Design Review Board related to the visual impact of the Subject Property on the Linden Street neighborhood. These may be relevant to the zoning variations requested for Roofed Lot Coverage and Corner Yard Setback; therefore, I am providing my comments in full below so that they are on record.

My comments in this letter relate to the 96.17% zoning variation requested for the Side Yard Setback to accommodate the proposed underground parking structure. I see no hardship for this zoning variation request. If the underground parking structure cannot accommodate proper parking for the building's homeowners, then perhaps the building should be reduced in size accordingly. Instead, by requesting this zoning variation, the hardship appears to be imposed on the neighbors of the Subject Property.

Specifically, I am concerned about the effect of this oversized underground structure on the root system of our two magnificent Oak trees, one of which is within 50 feet of the Subject Property. Tree limbs that overhang onto the Subject Property may also have to be removed. At the November Design Review Board hearing, I commented about my concerns relating to our Oak trees. The architect responded that he hadn't considered the impact of the proposed development on the trees or even noticed them. The structural integrity of our Oak trees appears at risk with this proposed development. Has the Winnetka Village Forester been contacted to provide his comments about the effect on our Oak trees? If so, what are the comments or findings raised by the Village Forester?

I am also concerned about the rainwater runoff/groundwater seepage effect this underground structure has on our own, much older building and basements. I understand that the Village has stormwater regulations that require the Subject Property to provide an on-site detention system. Has there been a study that details the stormwater effect of the Subject Property, including the underground parking structure, on the surrounding neighborhood? Can we be 100% assured that this building and underground parking structure will not negatively impact our building and basements? If not, why would this be approved?

I hope to attend this evening's meeting via Zoom. It would be appreciative if the Zoning Board of Appeals addressed all issues raised by the neighbors of the Subject Property at the meeting.

Thanks so much.

Respectfully,

Kristen Goss
Linden Patio Homes
847-772-8361

BELOW ARE MY COMMENTS THAT I PRESENTED BEFORE THE DESIGN REVIEW BOARD ON NOVEMBER 18, 2021, RELATING TO THE 455 LINDEN STREET PROPERTY.

Good evening!

My name is Kristen Goss, and I live at 465 Linden. My home, and two others, are in the building directly north of the 455 Linden property. Our front door and kitchen window, as well as an upstairs bedroom window, face the property. The only windows in our homes face north and south. Being the end unit closest to Linden Street, I have less sunlight than the other two homes because of the current home's roofline. But I can see the pedestrian activity on the sidewalk and at the intersection of Cherry and Linden Streets. And sometimes, I see the sun as it begins to set in the west while standing at my kitchen sink. I knew when I purchased my home that the 455 property would likely be renovated or replaced. My neighbors and I hoped it would be a single-family home, but due to its zoning, we knew there was a possibility it could be another duplex.

I had seen the original drawing provided to us by the Village several months ago, but I do not recall seeing drawings of the north elevation that faces us before I looked at tonight's package. According to the drawing, when I walk out my door or look out my windows, I will be looking at the center of an 81-foot-wide building with 24 bedrooms windows on two floors. The building's air conditioning exterior units will be on the roof directly above us. This will be my view - our view - as long as we live here.

In addition, two magnificent Oak trees on our property arc gracefully over the current 455 property. They are not pictured accurately in the drawings, but they very likely will be in the way of the proposed 455 roofline. We prune the Oak trees every two years to remove dead branches and to maintain their natural shape. I understand that branches and limbs that extend past a property line may be trimmed back to the property line, but this would destroy their natural full-rounded shape and may be deadly for the trees. I don't know if they're historic Oak trees, but they are significant Oak trees.

My speaking to you this evening is not meant to be solely about how it affects me. I am speaking to you this evening to share my observations on what I feel is the impact of this proposed structure on our neighborhood and on Linden Street as it relates to a Certificate of Appropriateness. I regularly walk this neighborhood with my dog, Finley, and sometimes she joins me on a walk to the end of Linden Street at Hill Road.

What is noticeable about Linden Street is how the homes on the East side of the street are set back further than the homes on the West side of the street – from Oak Street all the way to Hill Road. Regardless, beginning at the Village Hall and the Public Library to the north, and ending at Faith, Hope and Charity Catholic Church to the south, both sides of the street transition seamlessly from public space to residential neighborhood, back to public space.

To me, it appears that every home and public building the entire length of Linden Street respects or acknowledges the properties adjacent to them: both in their setback from the property line, and their size or mass.

In addition, you can walk around our block and find open spaces set aside and maintained - both on public and private property - at every corner: Oak & Linden, Oak & Green Bay, Green Bay & Cherry, and Cherry & Linden.

These qualities – the uniform setback of structures and homes, the respect for the size of buildings and homes as they relate to adjacent property, and the open spaces that have been created and maintained where public property transitions to private property – all contribute to the beauty of Linden Street and the ease in which it transitions from public property to residential neighborhood. These are all highlighted in the Winnetka Design Guidelines.
To me, these are also not features of the proposed 455 structure.

My observations of the proposed 455 structure as a resident of Linden Street:

The private "open space" on what is currently the 455 property front lawn at Cherry & Linden, will be eliminated. 37% of the proposed 81-foot-wide structure will be built on this open space, up to the required setback.

The proposed structure will be within 25 feet of the sidewalk on Linden Street. I couldn't find a rendering of the structure as viewed from the north, but it appears to extend approximately 30 feet beyond the public library building and our townhomes.

> As it is beyond the setback of our townhomes, a 3-story, 30-foot portion of the building will be an obstruction to all who view Cherry and Linden Street from the north.

And to the south, no other structure the entire length of the east side of Linden Street is even close to a 25-foot setback – they all exceed it. The only exception may be the one-story ranch house across the street on Cherry Street, which is about a 30-foot setback. There appears to be little acknowledgment or respect for existing setbacks to the north or south.

To me, the proposed structure's goal appears to be to maximize the use of all available land, without regard to its neighbors. This also contributes to its feeling of mass, as it appears too large for the property, especially in comparison to other structures on Linden Street.

We can do better for this property. We should do better.

Thank you.

Kristen Goss

From: [redacted]
To: Planning
Subject: Zoning Board of Appeals Meeting Jan 10, 2022 (Community/Public questions and concerns). CASE No.22.2.V2
Date: Monday, January 10, 2022 5:09:55 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

My name is Maria Desanzo and I live on 467 Linden St., one of three small townhouses located right next door to the proposed new building planned for 455 Linden.

After looking at the plans, I have great concern about the effects the planned underground garage may have on our property, specifically that we may get groundwater seepage on our basements. I'd like to request that the Village ensures all measures are taken so our much smaller building is protected from possible negative effects created by the large multi-unit building proposed for next door.

Thank you very much for taking the time to read my concern.

Sincerely,
Maria Desanzo

Agenda Item Executive Summary

Title: Resolution No. R-8-2022: Approving an Endorsement of the 2021 Climate Action Plan for the Chicago Region (Adoption)

Presenter: Diana Puga, Public Works Analyst

Agenda Date: 02/15/2022

Consent: ☐ YES ☑ NO

☐ Ordinance
☑ Resolution
☐ Bid Authorization/Award
☐ Policy Direction
☐ Informational Only

Item History:

During the August 11, 2021 Environmental and Forestry Commission (EFC) meeting, Commissioners reviewed the Metro Mayors Caucus Climate Action Plan. The EFC continued discussions on the intersections between the Climate Action Plan and the Greenest Region Compact 2 (GRC2), which was adopted by the Village Council on April 3, 2018 (Resolution No. R-23-2018); as well as the intersections between the Climate Action Plan and a draft Sustainability Chapter for the 2040 Comprehensive Plan. During the November 10, 2021 meeting, the EFC formally voted to encourage the Village Council to consider endorsing the Climate Action Plan Resolution for Municipalities.

Executive Summary:

Work on the Climate Action Plan (CAP) 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) collaboration 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 Climate Action Plan for the Chicago Region is a multi-jurisdictional approach to addressing the climate crisis. The plan is tailored for action at the municipal level. The MMC plans to work with members to undertake these strategies so that our communities can collectively address the complexities of the climate crisis and proactively work to improve our environment.

Recommendation:

It is the Environmental and Forestry Commission recommendation to adopt Resolution No. R-8-2022, endorsing the Metropolitan Mayor's Caucus Climate Action Plan for the Chicago Region.

Attachments:

1. Resolution No. R-8-2022: Endorsing the 2021 Climate Action Plan for the Chicago Region

2. Climate Action Plan for the Chicago Region

3. List of Communities That Have Adopted the Climate Action Plan

ATTACHMENT 1

RESOLUTION NO. R-8-2022

A RESOLUTION ENDORSING THE
2021 CLIMATE ACTION PLAN FOR THE CHICAGO REGION

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

WHEREAS, the Village is a member of the Metropolitan Mayors Caucus (***"MMC"***), a forum for the chief elected officials in the Chicago region to develop consensus and act on common public policy issues and multi-jurisdictional challenges; and

WHEREAS, on July 13, 2021, the MMC launched the 2021 Climate Action Plan for the Chicago Region (***"CAP"***) in partnership with the National Oceanic and Atmospheric Administration and the Global Covenant of Mayors for Climate and Energy, and with support from the European Union, the Chicago Metropolitan Agency for Planning, and the Metropolitan Planning Council; and

WHEREAS, on August 9, 2021, the Intergovernmental Panel on Climate Change issued the Sixth Assessment Report, authored by 234 scientists from 66 countries, containing dire warnings about the state of the planet and showing that human actions have the potential to determine the future of climate change; and

WHEREAS, more than 250 individuals from 175 stakeholder organizations, including 53 municipalities throughout Northeastern Illinois, invested two years of work through in-person and virtual collaboration to develop CAP as a comprehensive, municipally-focused and regionally impactful climate action plan that is anchored in equity with the well-being of people at its core; and

WHEREAS, the CAP invites collaboration from all regional, state, and federal agencies and the private sector; and

WHEREAS, the CAP, as adapted by the Village Environmental & Forestry Commission (***"EFC"***), identifies the following goals and objectives for municipalities like the Village to take to reduce greenhouse gas emissions and develop resiliency to climate-related hazards that threaten the community, human and economic health, and the natural environment (collectively, the ***"CAP Goals"***):

CLIMATE MITIGATION GOAL: Net zero greenhouse gas emissions

MITIGATION TARGETS:
By 2030 Reduce GHG emissions 50% from 2005 levels
By 2040 Reduce GHG emissions 65% from 2005 levels
By 2050 Reduce GHG emissions at least 80% from 2005 levels
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

ADAPTATION TARGETS
By 2030 Climate-resilient governance
By 2040 Resilience across jurisdictions
By 2050 Cohesive, resilient communities

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; and

WHEREAS, the EFC recommends that the Village Council endorse the CAP; and

NOW, THEREFORE, BE IT RESOLVED, by the Council of the Village of Winnetka, Cook County, Illinois, as follows:

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

SECTION 2: ENDORSEMENT OF THE CAP. The Village Council hereby endorses the CAP proposed by the MMC, expresses its support for the CAP Goals as outlined in this Resolution, and agrees to work to achieve the CAP Goals both in the Village and in collaboration throughout the region.

[SIGNATURE PAGE FOLLOWS]

ADOPTED this February 15, 2022, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

Signed

_____

Village President

Countersigned:

_____

Village Clerk

ATTACHMENT 2

CLIMATE ACTION PLAN
FOR THE CHICAGO REGION

2021

Metropolitan Mayors Caucus | NOAA

MMC NOAA

How to cite this work:
Makra, Edith and Ned Gardiner, 2021. *Climate Action Plan for the Chicago Region*,
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Cover image credit: Ann Hilton Fisher

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[1] and socioeconomic vulnerabilities[2]) 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.

1 Chicago Metropolitan Agency for Planning (CMAP). 2018. Regional Flood Susceptibility Index https://www.cmap.illinois.gov/programs/water/stormwater/flood-index. Accessed February 2021.

2 CMAP. 2018. Economically Disconnected and Disinvested Areas. https://www.cmap.illinois.gov/2050/maps/eda. Accessed February 2021.

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Aerial view of Will County. Image credit: CMAP

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MESSAGE FROM MAYOR KEVIN BURNS

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

LIST OF ACRONYMS

CDP	Carbon Disclosure Project
CH_4	Methane
CMAP	Chicago Metropolitan Agency for Planning
CO_2	Carbon dioxide
CURB	Climate Action for Urban Sustainability Tool
FEJA	Future Energy Jobs Act
FSI	Flood Susceptibility Index
GCoM	Global Covenant of Mayors for Climate and Energy
GHG	Greenhouse gas
GPC	Global Protocol for Community-Scale Greenhouse Gas Emission Inventories
GRC	Greenest Region Compact
IECC	International Energy Conservation Code
IPCC	Intergovernmental Panel on Climate Change
IUC	International Urban Cooperation
MMC	Metropolitan Mayors Caucus
MMTCO2e	Million metric tons of carbon dioxide equivalent
NOAA	National Oceanic and Atmospheric Administration
N_2O	Nitrous oxide
RCP	Representative Concentration Pathway
RPS	Renewable Portfolio Standard

Cyclists ride along Lake Shore Drive during a Bike the Drive event in Chicago. Image credit: Active Transportation Alliance

EXECUTIVE SUMMARY

Climate Action Plan for the Chicago Region

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 Resilience*[3] 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.

3 *NOAA. U.S. Climate Resilience Toolkit. 2018. https://toolkit.climate.gov/#steps. Accessed February 2021.*

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

2030 Reduce GHG emissions 50% from 2005 levels

2040 Reduce GHG emissions 65% from 2005 levels

2050 Reduce GHG emissions at least 80% from 2005 levels

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

2030 Climate-resilient governance

2040 Resilience across jurisdictions

2050 Cohesive, resilient communities

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.

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INTRODUCTION

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 (CO_2) 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.

Comments made during climate adaptation webinar (May 2020) in answer to the question,

"Why does climate adaptation matter to you and your community?"

"Some climate impacts are already in motion and occurring. We have to prepare and begin adapting to moderate impacts—protecting people and valuable ecological systems in our region."

"We have a responsibility to our residents and the rest of the world."

"I care about the health, safety, and longevity of my community."

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.

4 IPCC. 2018. Summary for Policymakers. In: Global Warming of 1.5°C. An IPCC Special Report on the impacts of global warming of 1.5 degrees Celsius above pre-industrial levels and related global greenhouse gas emission pathways, in the context of strengthening the global response to the threat of climate change, sustainable development, and efforts to eradicate poverty. Masson-Delmotte, V., P. Zhai, H.-O. Pörtner, D. Roberts, J. Skea, P.R. Shukla, A. Pirani, W. Moufouma-Okia, C. Péan, R. Pidcock, S. Connors, J.B.R. Matthews, Y. Chen, X. Zhou, M.I. Gomis, E. Lonnoy, T. Maycock, M. Tignor, and T. Waterfield (eds.). World Meteorological Organization, Geneva, Switzerland, 32 pp. https://www.ipcc.ch/sr15/chapter/spm/.

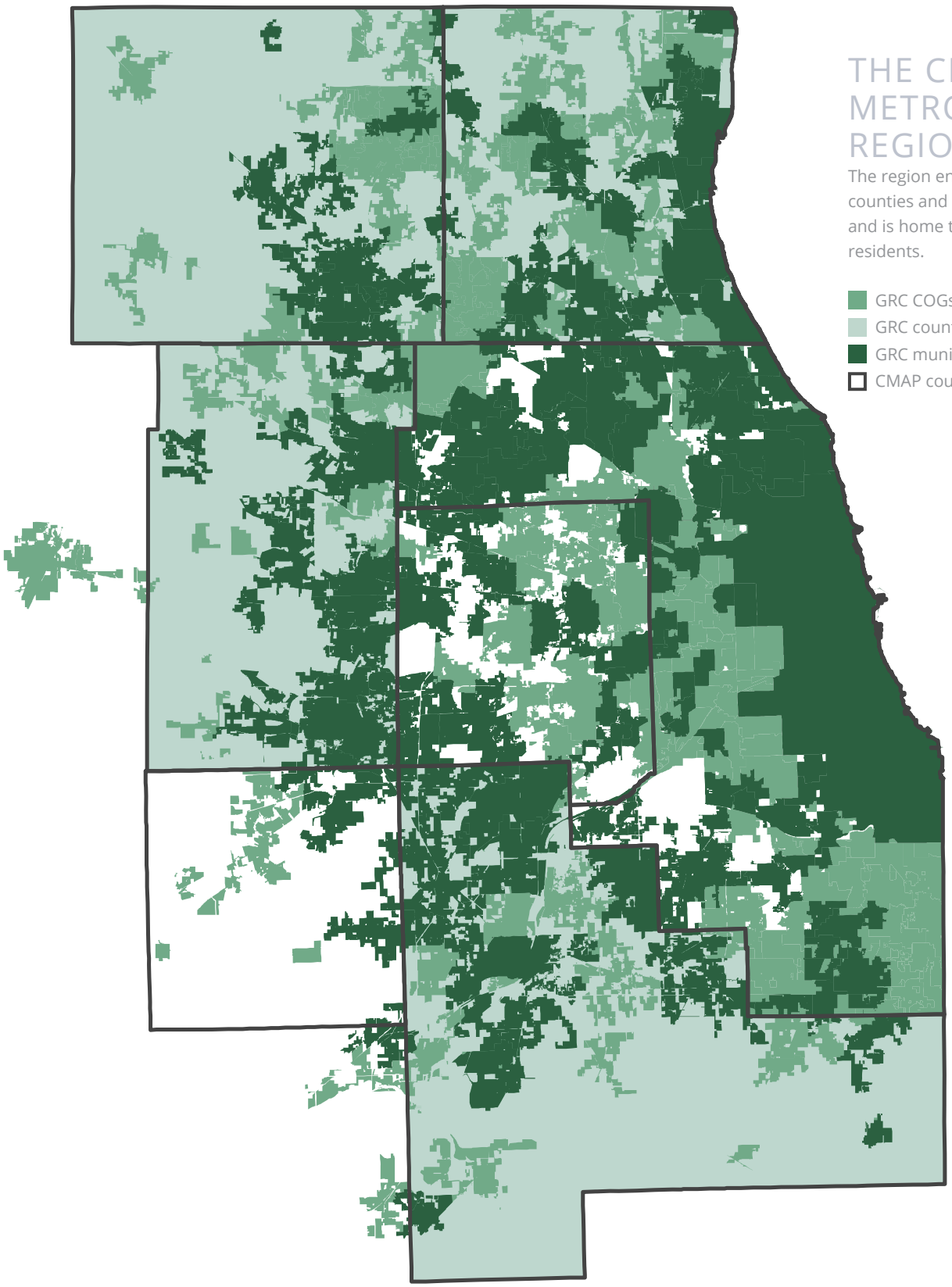


Figure 1. Map of the Chicago region indicating counties and municipalities served by the Chicago Metropolitan Agency for Planning and the Metropolitan Mayors Caucus and the councils of government (COGs) that have adopted the Greenest Region Compact (GRC). Source: CMAP

OUR CHANGING CLIMATE

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[7]) 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.

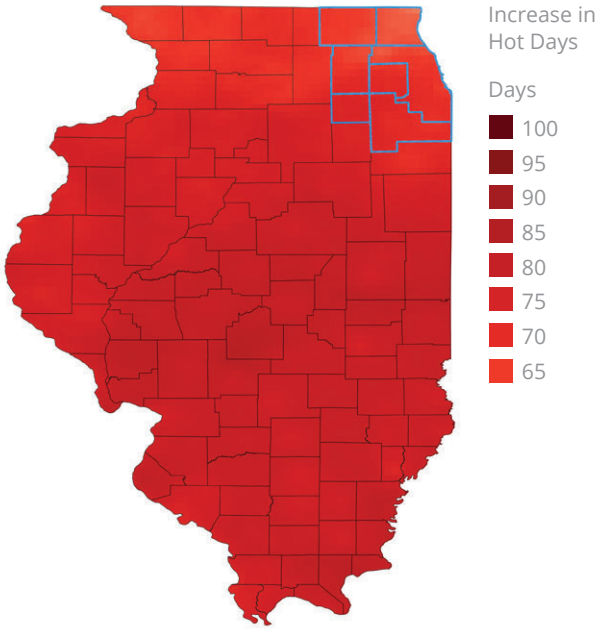


Figure 2. Downscaled climate models (RCP 8.5) suggest the region will experience many more very hot days (over 90°F) by the end of the century unless global emissions are dramatically reduced. Source: Applied Climate Information System (ACIS)

5 Assessment of the Impacts of Climate Change on the Great Lakes. 2020. https://www.climatehubs.usda.gov/sites/default/files/Great-Lakes-Climate-Change-Report.pdf. Accessed February 2021.

6 U.S. Federal Government. 2019. National Weather Service Weather-Related Fatality and Injury Statistics. https://www.weather.gov/hazstat/ Accessed February 2021.

7 Intergovernmental Panel on Climate Change. 2019. Scenario Process for AR5. https://sedac.ciesin.columbia.edu/ddc/ar5_scenario_process/RCPs.html. Accessed February 2021.

8 U.S. Federal Government. 2021. U.S. Climate Resilience Toolkit Climate Explorer. https://crt-climate-explorer.nemac.org/next-steps/?county=Cook%2BCounty&city=Chicago%2C%20IL&fips=17031&lat=41.8781136&lon=-87.629798199999998&station=USW00094846&station-name=CHICAGO%20OHARE%20INTL%20AP&nav=next-steps. Accessed February 2021.

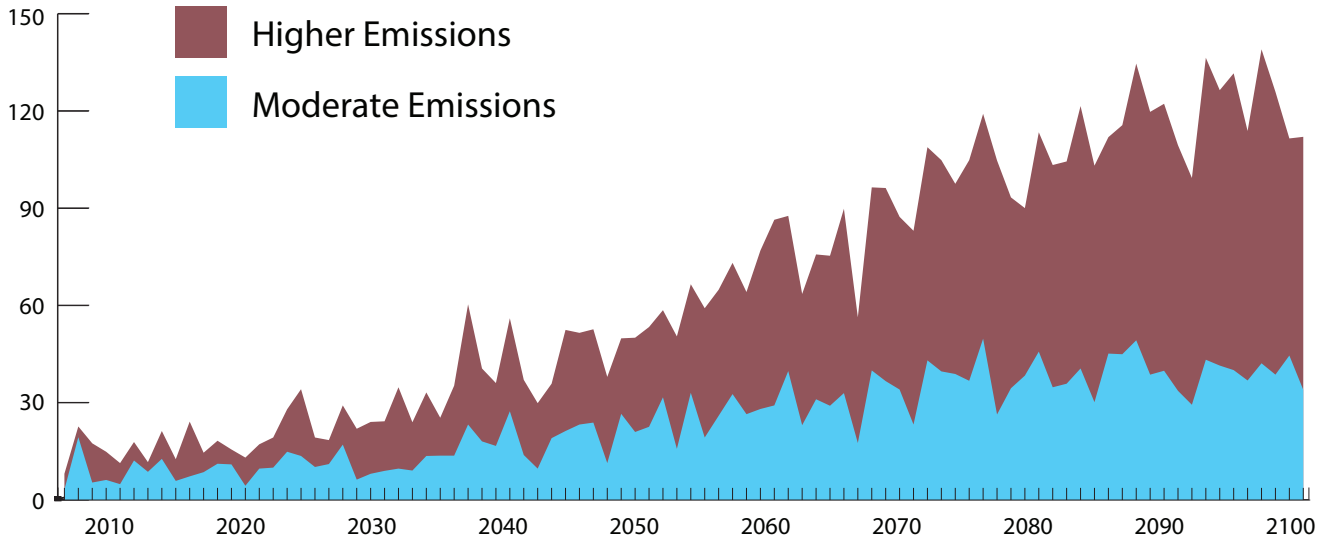


Figure 3. Annual days with maximum temperature greater than or equal to 100°F in northern Illinois. Source: U.S. Climate Resilience Toolkit

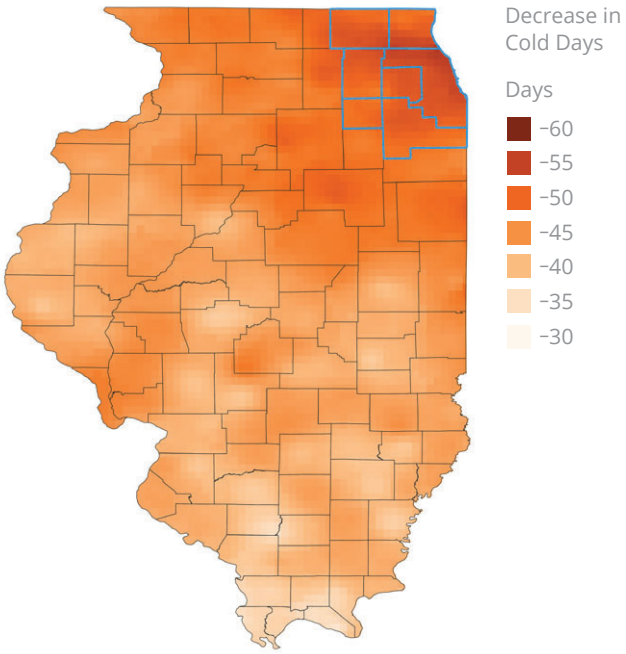


Figure 4. Downscaled climate models (RCP 8.5) suggest the region will have far fewer days with temperatures falling below freezing by the end of the century unless emissions are dramatically reduced. Source: ACIS

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.

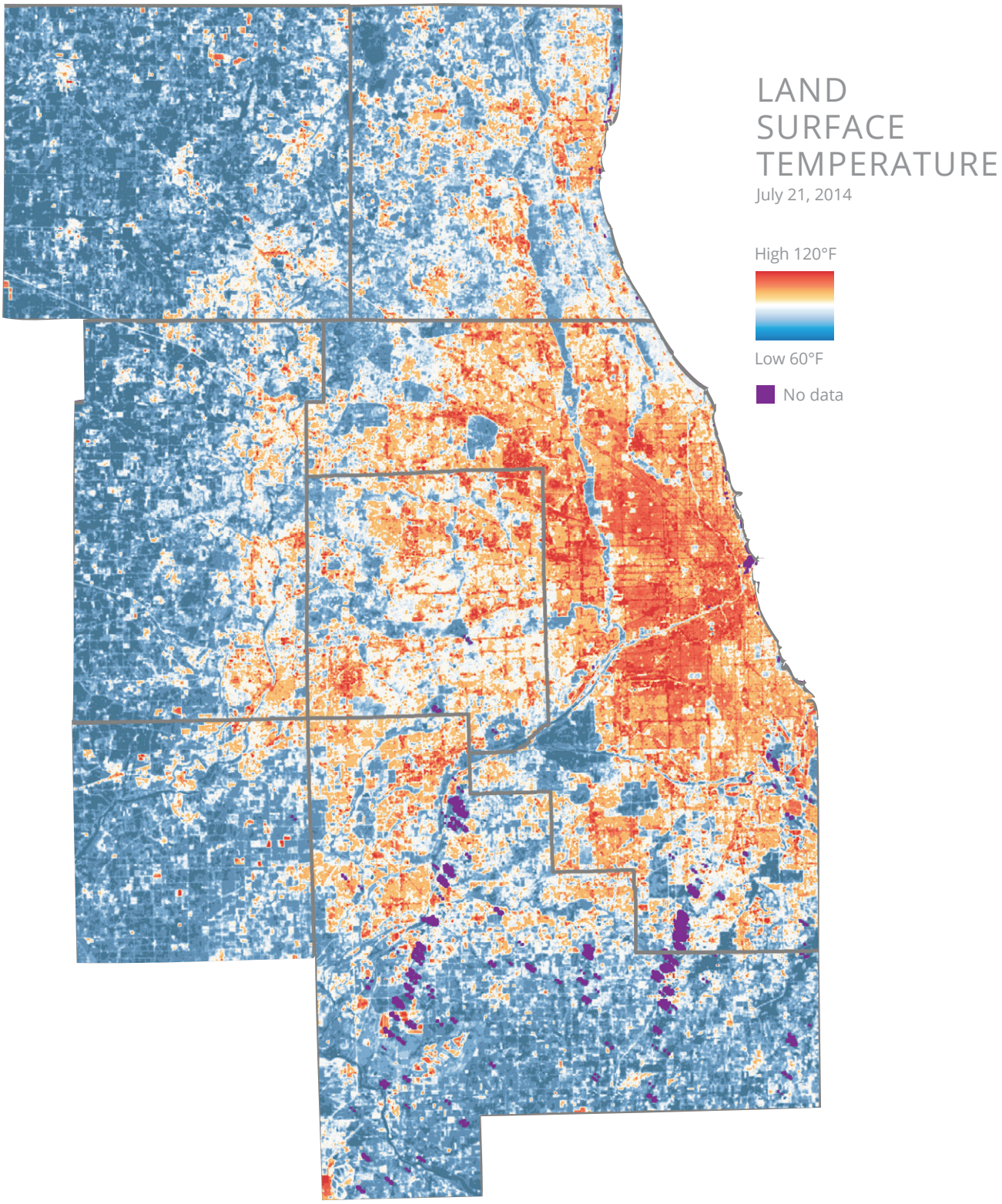


Figure 5. This map of land surface temperature, derived from satellite data acquired July 21, 2014, shows temperature to be greater where paved surfaces dominate the landscape. Source: CMAP

FLOODING

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.

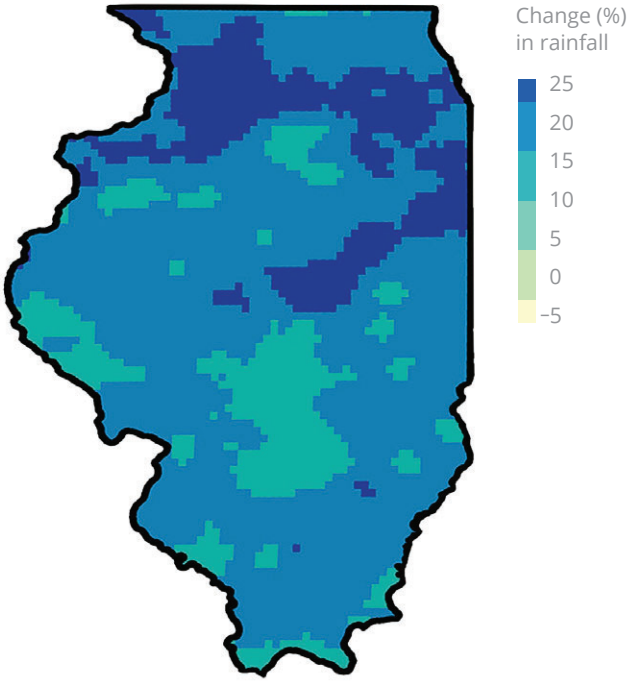


Figure 6. Percent change in the annual maximum 5-day rainfall under RCP 8.5 for 2070–2100 compared to 1976–2005. Source: Great Lakes Climate Change Report[9]

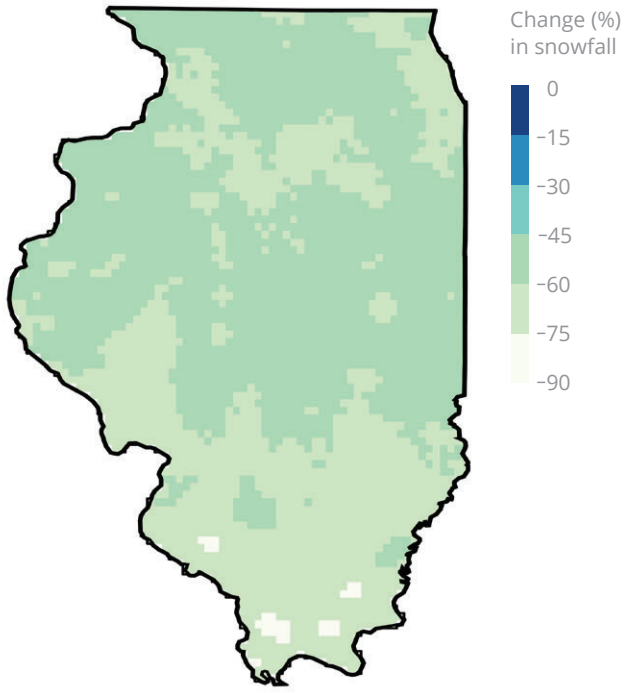


Figure 7. Percent change in annual snowfall under RCP 8.5 for 2070–2100 compared to 1976–2005. Source: Great Lakes Climate Change Report[9]

9 Op. cit. https://www.climatehubs.usda.gov/sites/default/files/Great-Lakes-Climate-Change-Report.pdf. Accessed February 2021.

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.[10] People harmed by flood damage are predominantly in Economically Disconnected Areas[11] 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[12] 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.

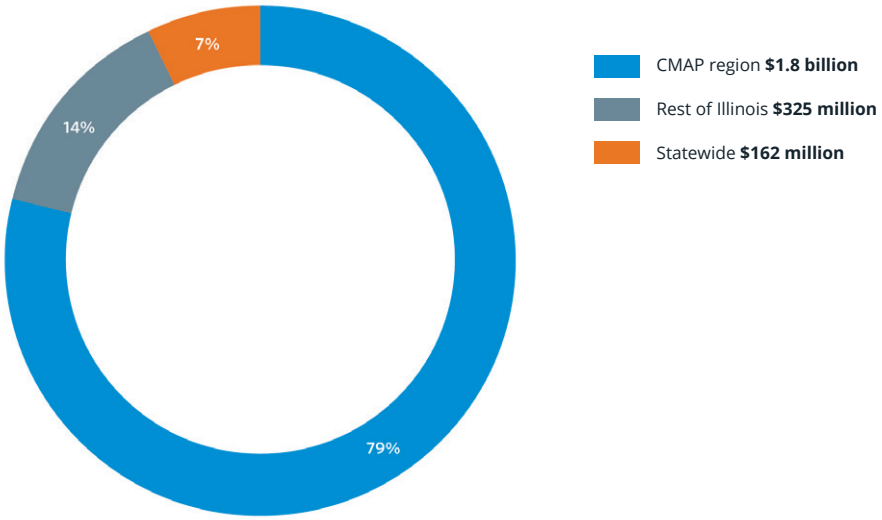


Figure 8. Total public and private flood insurance and disaster relief payouts for flooding, by geography, 2007-14. Note: Statewide includes Public Assistance grants, which are not broken down by geography. Source: CMAP and Illinois Department of Natural Resources (IDNR)

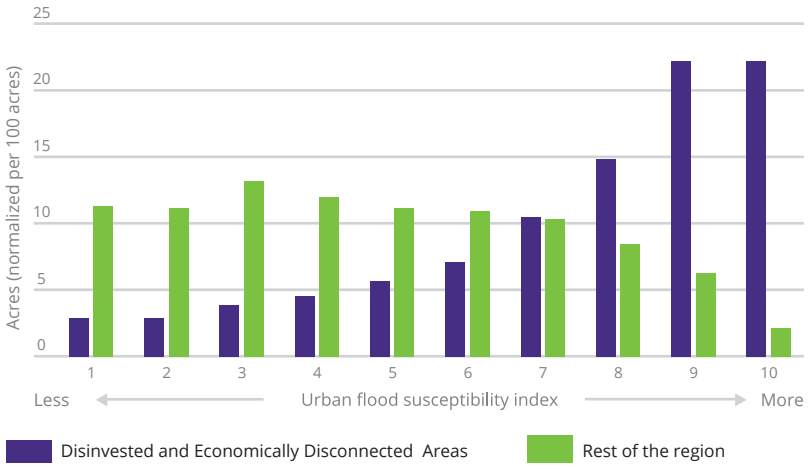


Figure 9. Urban flood susceptibility per 100 acres in Economically Disconnected and Disinvested areas compared with the remainder of the region. Note: Economically Disconnected and Disinvested areas are more likely to be in flood susceptible locations. However, this varies by county and is most significant in Cook, Kane, and Lake. Source: Chicago Metropolitan Agency for Planning, 2018.

10 CMAP. 2017. Stormwater and Flooding, ON TO 2050 Strategy Paper. https://www.cmap.illinois.gov/documents/10180/653821/FY18-0051+STORMWATER+AND+FLOODING_FINAL.pdf. Accessed February 2021.

11 CMAP, ON TO 2050. 2018. https://www.cmap.illinois.gov/2050. Accessed February 2021.

12 Op. cit. https://www.cmap.illinois.gov/2050/maps/eda. Accessed February 2021.

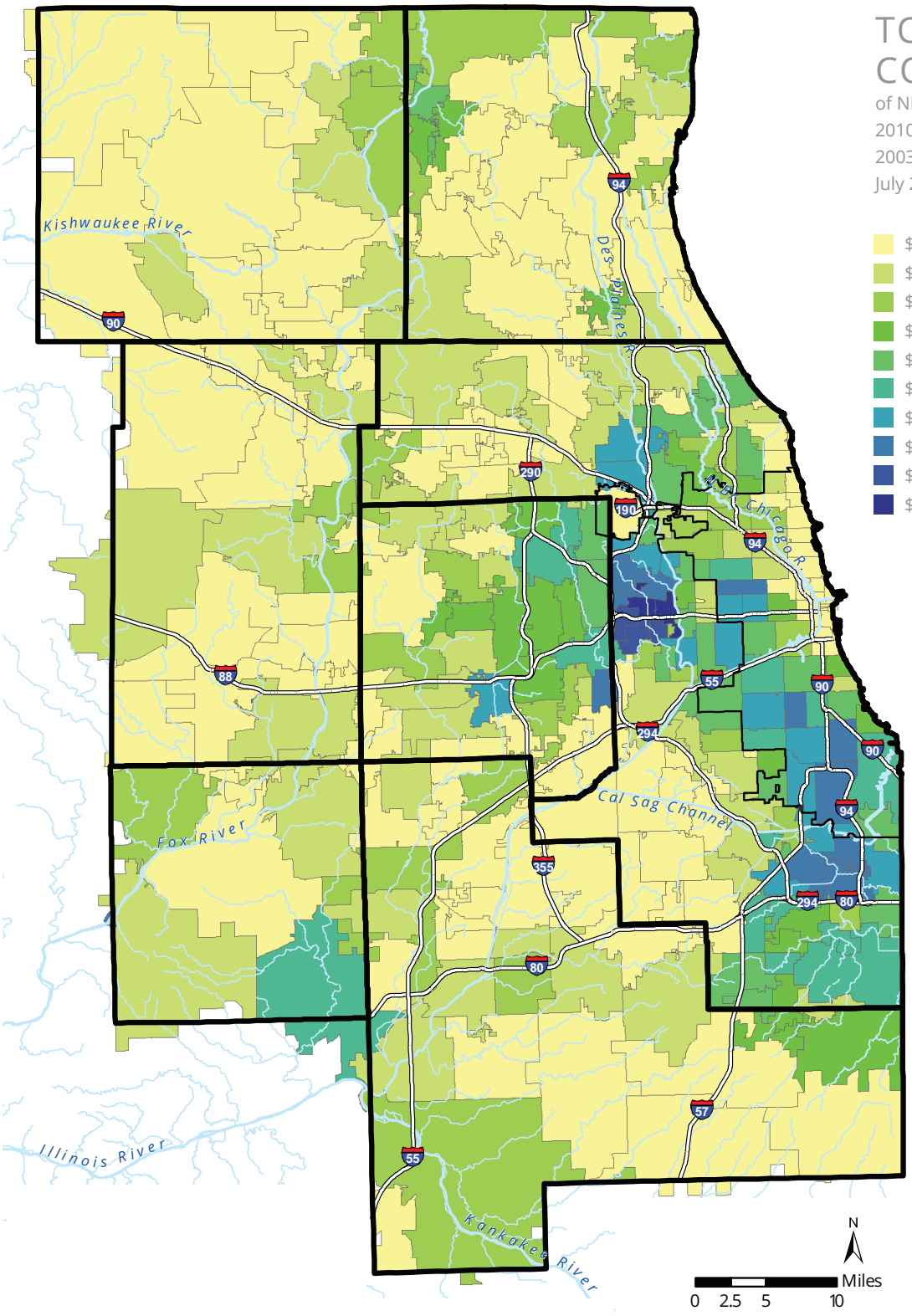


Figure 10. Total flooding damage payments associated with National Flood Insurance Program (NFIP), Individual Disaster Assistance (IA), and Small Business Administration (SBA) programs per 2010 household by ZIP code in the Chicago region from 2003 to 2015. Source: CMAP.

Figure 11. Neighborhood characteristics and access to opportunities are social determinants of health. Copyright 2018, Robert Wood Johnson Foundation. Used with permission.

EQUITY

Figures 12 & 13. Workers installing solar panels. Image credit: Elevate.

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

13 Illinois Department of Public Health. 2018. Asthma Trends Report Behavioral Risk Factor Surveillance System 2011–2017. http://www.dph.illinois.gov/sites/default/files/publications/122018ohpmbrfsstrendscombined.pdf. Accessed February 2021.

14 Illinois Department of Public Health. 2018. Asthma Trends Report Mortality 2000–2016. http://www.dph.illinois.gov/sites/default/files/publications/122018ohpmmortalitytrendscombine.pdf. Accessed February 2021.

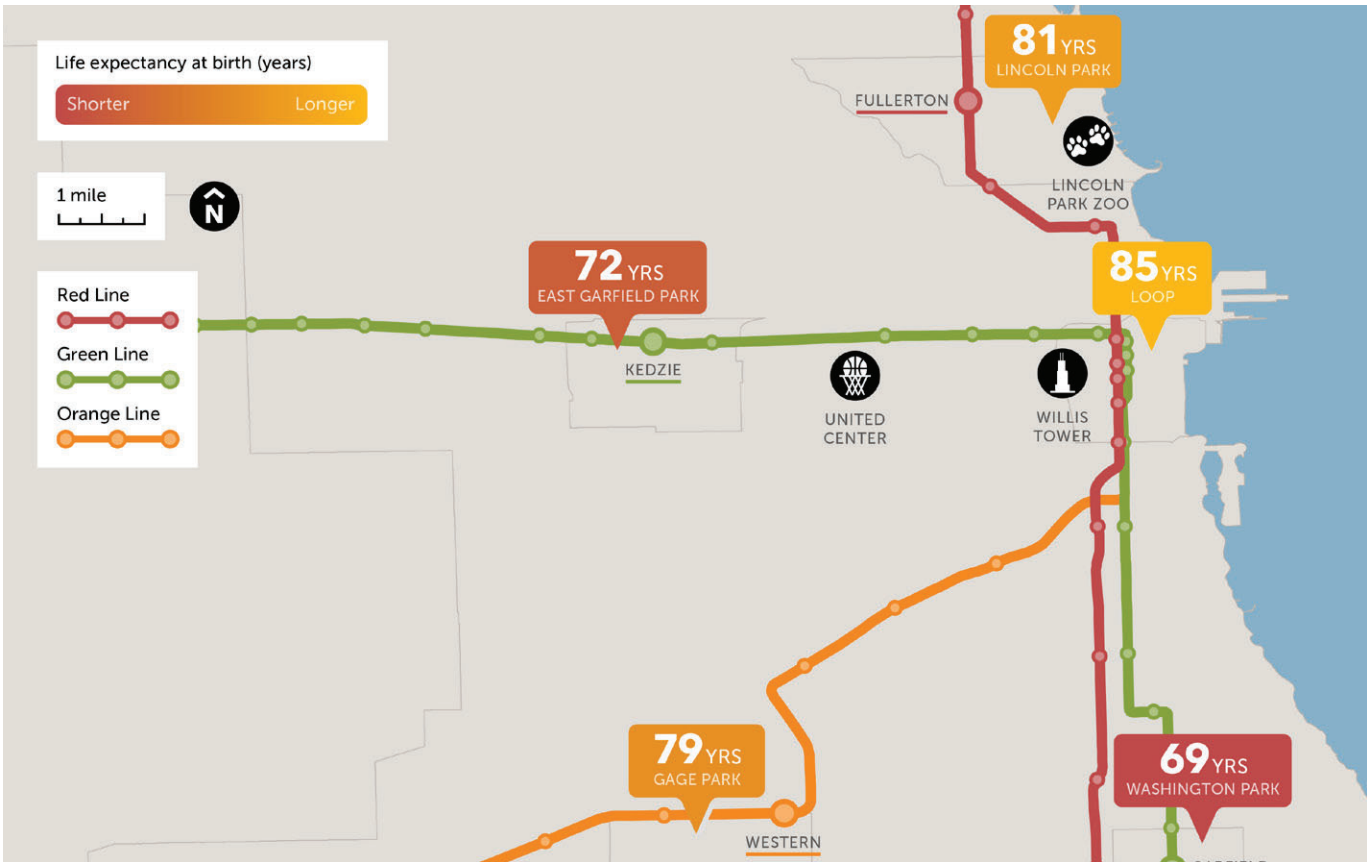


Figure 14. When comparing life expectancy in Chicago neighborhoods, there are large gaps in health when going a short distance. Copyright 2015, Robert Wood Johnson Foundation. Used with permission from the Robert Wood Johnson Foundation. Image credit: Virginia Commonwealth University Center on Society and Health

in relation to public transportation in cities throughout the United States.[15] 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 growth[16] (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]

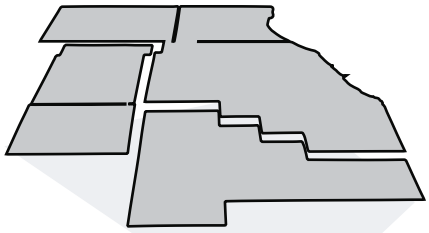
Achieving equity would mean that all people are justly and fairly included in society and that everyone is able to participate, prosper, and achieve their full potential. An equitable approach recognizes that everyone enjoys different advantages and faces different challenges, and that everyone should be treated justly and fairly. This climate action plan strives for that equitable approach.

15 *Virginia Commonwealth University Center on Society and Health. 2014. Mapping Life Expectancy. https://societyhealth.vcu.edu/work/the-projects/mapschicago.html. Accessed February 2021.*
16 *The Solar Foundation. 2020. National Solar Jobs Census. https://www.thesolarfoundation.org/national/. Accessed February 2021.*
17 *The Solar Foundation. 2019. Diversity and Inclusion in the Solar Industry. https://www.thesolarfoundation.org/wp-content/uploads/2019/05/Solar-Diversity-Infographic.pdf. Accessed February 2021.*

COORDINATED EFFORT

INDIVIDUAL

MUNICIPAL



REGIONAL

STATE

FEDERAL

OUR REGIONAL APPROACH

REGIONAL AND METRO-SCALE CLIMATE LEADERS

This climate action plan results from our participation in the pilot Regional and Metro-Scale Climate Leaders project.[18] The European Union (EU) supported Regional and Metro-Scale Climate Leaders through its International Urban Cooperation (IUC) program to accelerate regional climate action in the United States, leverage the experience of European and other global regions collaborating on climate, and test the effectiveness of the regional approach in the U.S. context. We join three other U.S. regions to undertake regional climate planning and commit to the Global Covenant of Mayors for Climate and Energy (GCoM).

The Chicago metropolitan region was selected along with the regions of Kansas City, Missouri, metro Washington, DC, and Denver/Boulder, Colorado, to participate in the Regional and Metro-Scale Climate Leaders project in the summer of 2019. The Twin Cities (Minneapolis-St. Paul) joined the cohort once the project began. The four pilot regions learned from leading international regions including Stuttgart, Brussels, Barcelona, Oceania, and others. The IUC facilitated shared learning opportunities, such as the IUC's City-to-City event in Brussels, and provided technical services.

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.

Figure 15. Regional and Metro-Scale Climate Leaders join municipalities and regions from around the world to share information about climate action in Brussels, Belgium, in November 2019. Image credit: IUC

Figure 16. Project team members from CMAP and the Caucus meet with European Commission officials at the National Conference of Regions in Washington, DC, in February 2020. Image credit: IUC

18 Global Covenant of Mayors for Climate & Energy. 2019. GCoM USA 'Regional and Metro-scale Climate Leaders announced.' https://globalcovenant-usa.org/news/gcom-usa-regional-and-metro-scale-climate-leaders-announced/#:~:text=GCoM%20is%20an%20international%20alliance,%2C%20low%20emission%2C%20resilient%20society. Accessed February 2021.

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[19] (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.[20] 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[21] 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.

19 *Intergovernmental Panel on Climate Change. https://www.ipcc.ch/. Accessed February 2021.*

20 *Chicago Metropolis 2020. 2008. The Plan of Chicago: A Regional Legacy. http://burnhamplan100.lib.uchicago.edu/history_future/plan_of_chicago/ Accessed February 2021.*

21 *Metropolitan Mayors Caucus. 2020. Greenest Region Compact. https://mayorscaucus.org/initiatives/environment/rec/. Accessed February 2021.*

Figure 18. Kevin Burns, Mayor of the City of Geneva and Metropolitan Mayors Caucus Environment Committee Chairman (seated, at right), and Enrique Alfaro Ramírez, former Mayor of Guadalajara, Mexico, sign the Chicago Climate Charter. Image credit: City of Chicago

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.[22] 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*[23] 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

22 *Metropolitan Mayors Caucus. 2015. The Greenest Region Compact: Opportunities + Impact. https://mayorscaucus.org/wp-content/uploads/2015/03/GRC-Opportunities-and-Impact-2015-final.pdf. Accessed February 2021.*

23 *City of Chicago. Resilient Chicago. https://resilient.chicago.gov/. Accessed February 2021.*

Figure 19. The 2.7MW Somonauk Road Community Solar project was developed in Somonauk by Nexamp, Inc. The project began producing clean energy to benefit subscribers in the ComEd territory in March of 2021. Image credit: Nexamp, Inc.

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. The private sector, especially corporations and higher education, are making great strides in climate action both with Chicago-based facilities and global operations. 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.

24 National Conference of State Legislatures. 2021. State Renewable Portfolio Standards and Goals. https://www.ncsl.org/research/energy/renewable-portfolio-standards.aspx#il. Accessed February 2021.

25 Office of Governor J.B. Pritzker. 2020. Putting Consumers & Climate First: Governor Pritzker's Eight Principles for a Clean & Renewable Illinois Economy. https://www2.illinois.gov/IISNews/21974-Putting_Consumers_Climate_First-Governor_Pritzkers_Eight_Principles_for_a_Clean_Renewable_Illinois_Economy.pdf. Accessed February 2021.

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*[27] 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.

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.

LEAD

Municipalities take actions within their own operations and decisions.

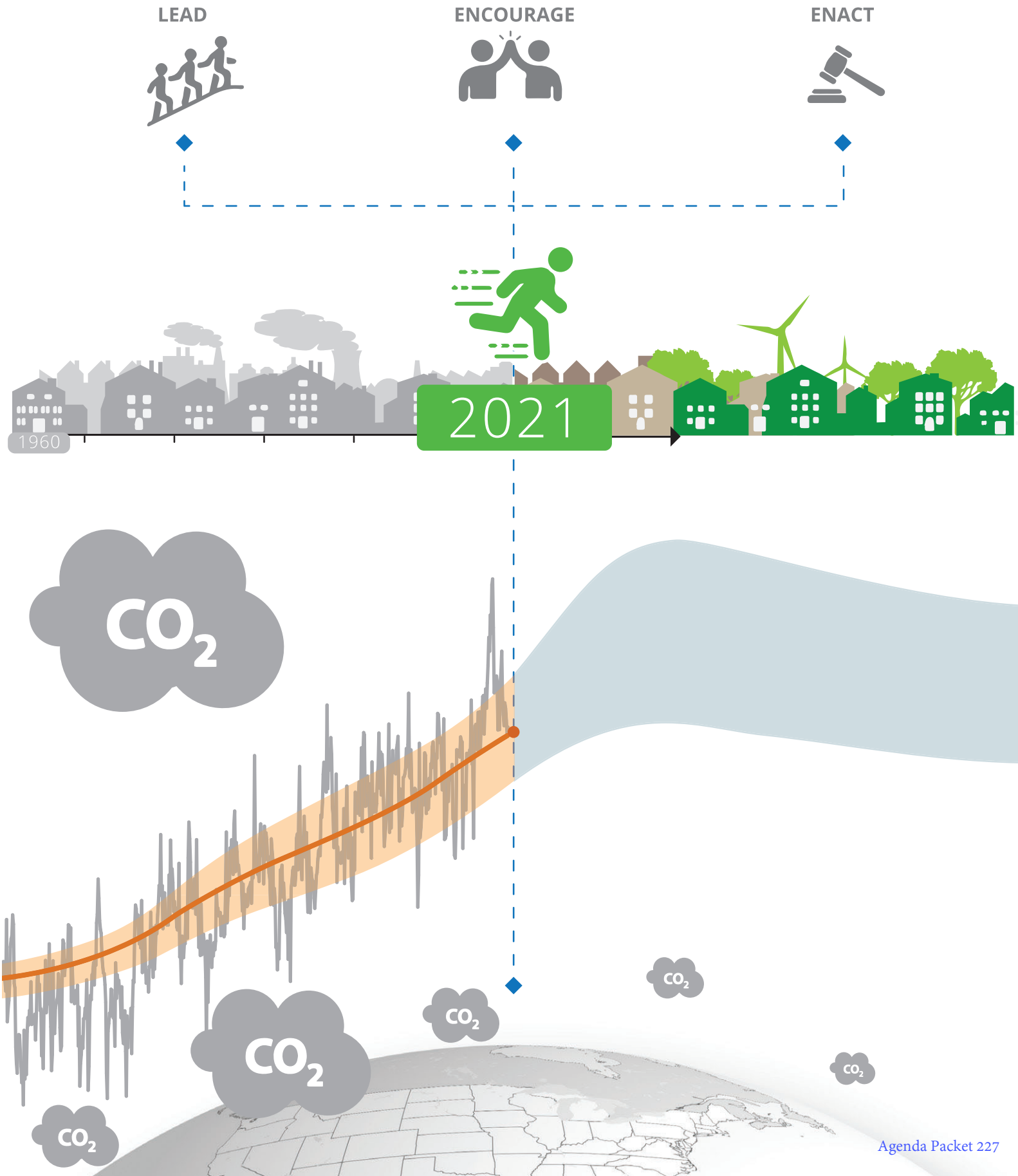
ENCOURAGE

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.

27 *Op. cit. https://toolkit.climate.gov/#steps. Accessed February 2021.*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CLIMATE MITIGATION

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.[28] The inventory included 2010 and 2015 county-level emissions data for three major GHGs: carbon dioxide (CO_2), methane (CH_4), and nitrous oxide (N_2O). 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

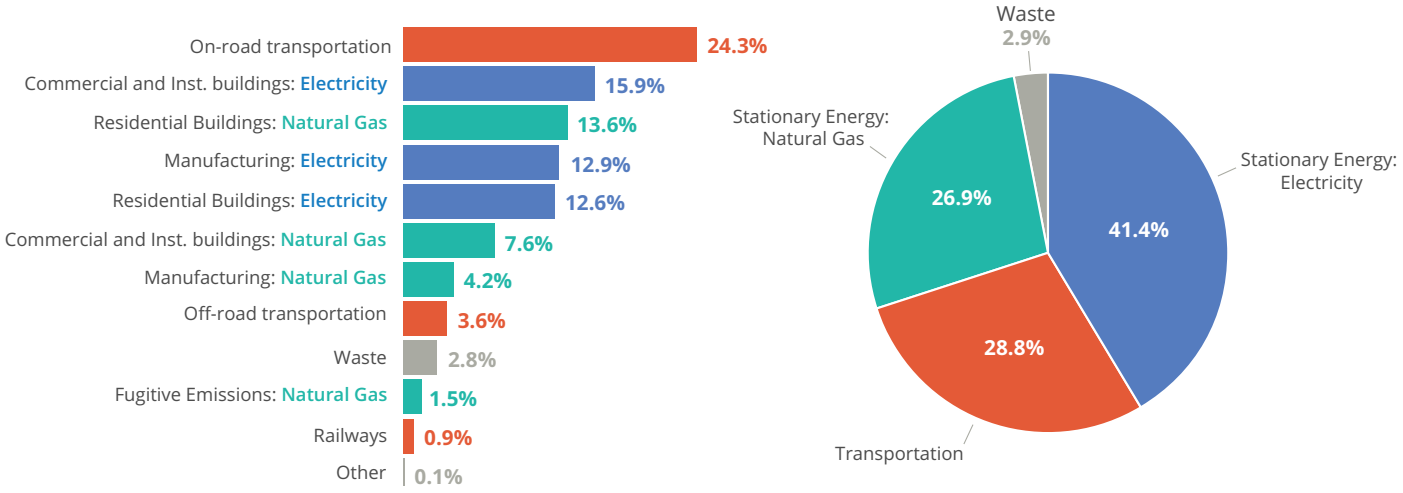


Figure 20. Greenhouse gas emissions in the Chicago region by subsector, 2015. Source: CMAP

28 Chicago Metropolitan Agency for Planning. 2015. Chicago Regional Greenhouse Gas Emissions Inventory: Final Report. https://www.cmap.illinois.gov/documents/10180/885293/2015+Chicago+Regional+Inventory_Final+Report_June+2018.pdf/03087e10-fc65-f276-3342-7059f212b9d2. Accessed February 2021.

region. This is consistent with the Global Protocol for Community-Scale Greenhouse Gas Inventories BASIC protocol, and satisfies the Greenhouse Gas Emissions Inventory reporting requirement in the GCoM Common Reporting Framework.[29] Emissions for the transportation sector were modeled using vehicle miles traveled in the region.

Illinois currently ranks seventh among states for total carbon dioxide emissions.

Emissions from electricity used in our region were calculated using the U.S. EPA's Emissions & Generation Resource Integrated Database (eGRID)[30], which discloses environmental characteristics of the electricity generated in the multi-state electrical transmission region. Methods for analyzing the smaller ComEd region and isolating its locally cleaner electricity were not available at the time the inventory was conducted.[31] Furthermore, the GHG inventory does not include emissions from interregional aviation, industrial processes and product use, or agriculture, forestry, and other land use sectors.[32] All emissions are expressed in million metric tons of carbon dioxide equivalent, or "MMTCO2e."[33]

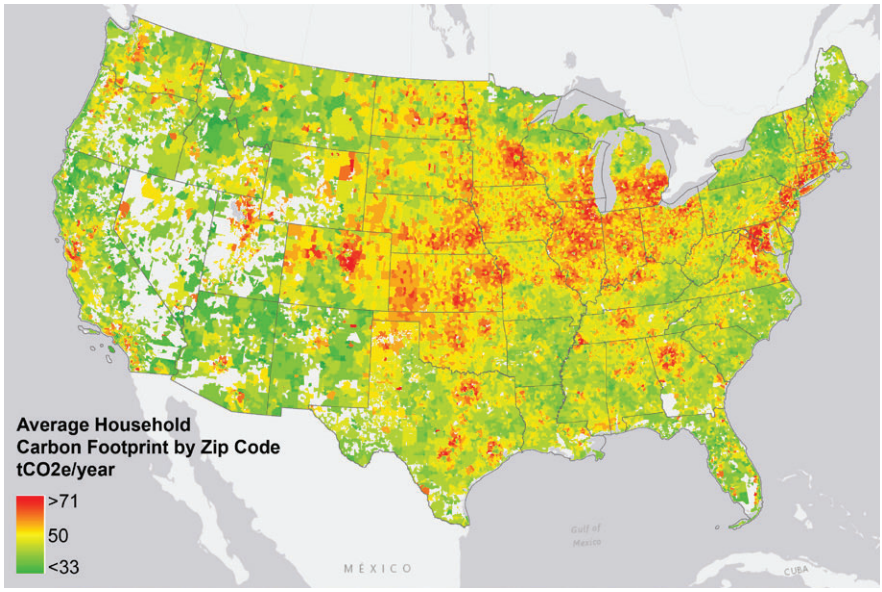


Figure 21. Average Household Carbon Footprint by ZIP code in 2014. Source: Jones and Kammen (2013)[34]

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.

29 Global Protocol for Community-Scale Greenhouse Gas Inventories BASIC protocol. https://ghgprotocol.org/sites/default/files/standards_supporting/GPC_Executive_Summary_1.pdf. Accessed February 2021.

30 Emissions & Generation Resource Integrated Database (eGRID), U.S. EPA. https://www.epa.gov/egrid. Accessed May 2021.

31 ComEd Environmental Disclosure Statement. 2020. https://www.comed.com/SiteCollectionDocuments/SafetyCommunity/Disclosure/Environmental_Disclosure_12_months_ending_03312020.pdf. Accessed May 2021.

32 Op. cit. https://www.cmap.illinois.gov/documents/10180/885293/2015+Chicago+Regional+Inventory_Final+Report_June+2018.pdf/03087e10-fc65-f276-3342-7059f212b9d2. Accessed February 2021.

33 U.S. Energy Information Administration. 2011. Emissions of Greenhouse Gases in the U.S. https://www.eia.gov/environment/emissions/ghg_report/ghg_overview.php. Accessed February 2021.

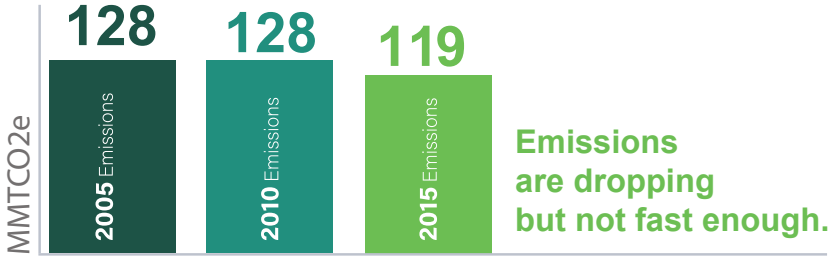
34 Data from Regents of the University of California, University of California, Berkeley. Paper: Christopher M. Jones and Daniel M. Kammen. 2013. Spatial Distribution of U.S. Household Carbon Footprints Reveals Suburbanization Undermines Greenhouse Gas Benefits of Urban Population Density. Environ. Sci. Technol. dx.doi.org/10.1021/es4034364

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.[35] 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.

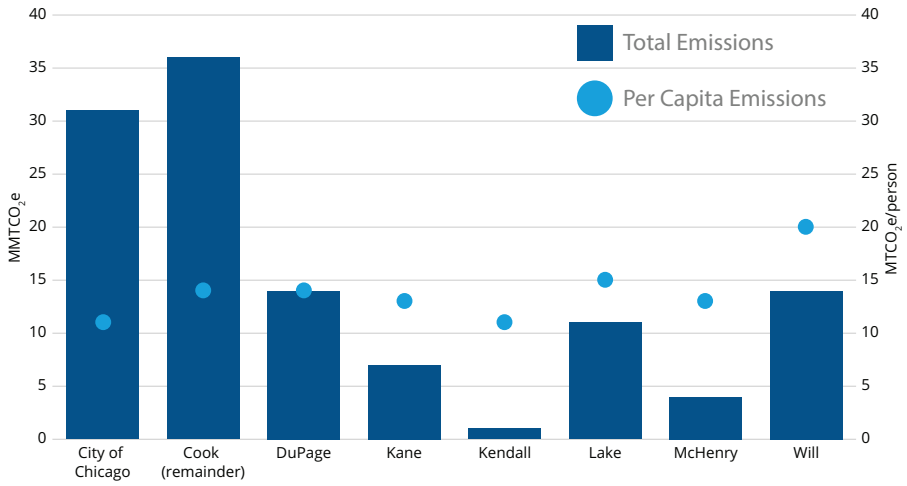
Between 2010 and 2015, the region saw a 7% reduction in total emissions (Figure 22) and an 8.5% reduction in per capita emissions. These reductions were driven by expansion of renewable energy sources (wind and solar) and a transition from coal to less carbon-intensive energy sources, such as natural gas. This period also saw a small reduction in overall electricity use. These decreases offset the 1% emissions increase from the transportation sector.

Figure 22. Total emissions in the Chicago region, 2005, 2010, and 2015. Source: CMAP



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.

Figure 23. 2015 Chicago Region Emissions and Per Capita Emissions by County. Source: CMAP



35 U.S. Energy Information Administration. Rankings: Total Carbon Dioxide Emissions, 2017 (million metric tons). https://www.eia.gov/state/rankings/?sid=IL#series/226. Accessed February 2021.

... 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."[36]

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.[37] 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).

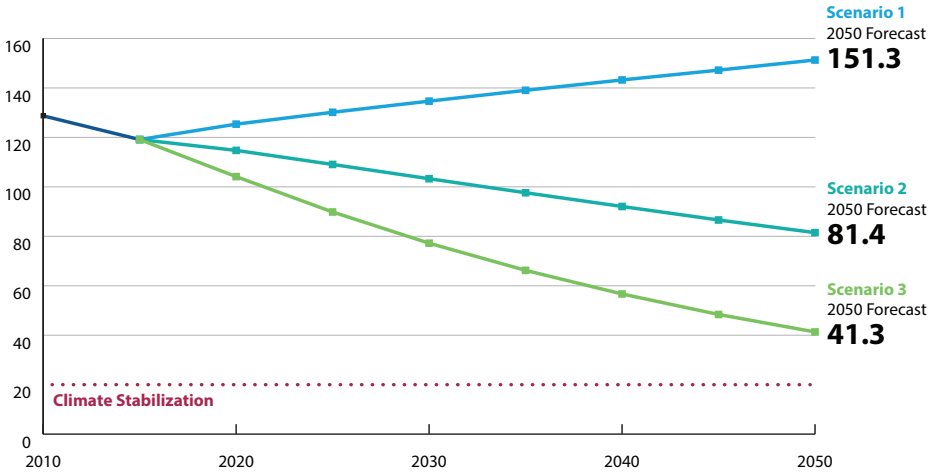


Figure 24. Emissions forecasts for the Chicago region. Source: CMAP [38]

36 White House. United States Mid-Centuray Strategy for Deep Decarbonization. November 2016. https://unfccc.int/files/focus/long-term_strategies/application/pdf/mid_century_strategy_report-final_red.pdf accessed June 14, 2021

37 Op. cit. https://www.cmap.illinois.gov/documents/10180/885293/2015+Chicago+Regional+Inventory_Final+Report_June+2018.pdf/03087e10-fc65-f276-3342-7059f212b9d2. Accessed February 2021.

38 The World Bank, 2016. The CURB Tool: Climate Action for Urban Sustainability. https://www.worldbank.org/en/topic/urbandevelopment/brief/the-curb-tool-climate-action-for-urban-sustainability. Accessed February 2021.

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 is intensifying.[39] 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.**

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.

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.

39 International Energy Agency, IEA (2021), Net Zero by 2050, IEA, Paris. https://www.iea.org/reports/net-zero-by-2050. Accessed June 2021.

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.[40] 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).[41] 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[42] and the Chicago Region Trees Initiative's goal of adding 22 million trees by 2050.[43] 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

40 Op. cit. https://www.worldbank.org/en/topic/urbandevelopment/brief/the-curb-tool-climate-action-for-urban-sustainability. Accessed February 2021.

41 Emissions & Generation Resource Integrated Database (eGRID), U.S. EPA. https://www.epa.gov/egrid/data-explorer. Accessed April 2021.

42 Nowak, David J., Robert E. Hoehn III, Allison R. Bodine, Daniel E. Crane, John F. Dwyer, Veta Bonnewell, and Gary Watson, 2012. Urban Trees and Forests of the Chicago Region, Resource Bulletin NRS-84. USDA Forest Service, Northern Research Station. https://www.fs.fed.us/nrs/pubs/rb/rb_nrs84.pdf. Accessed February 2021.

43 Chicago Region Trees Initiative. Master Plan 2050. http://chicagorti.org/sites/chicagorti/files/Supplemental%20Attachment%20A.%2018CRTI_Master%20Plan_FULL.pdf. Accessed February 2021.

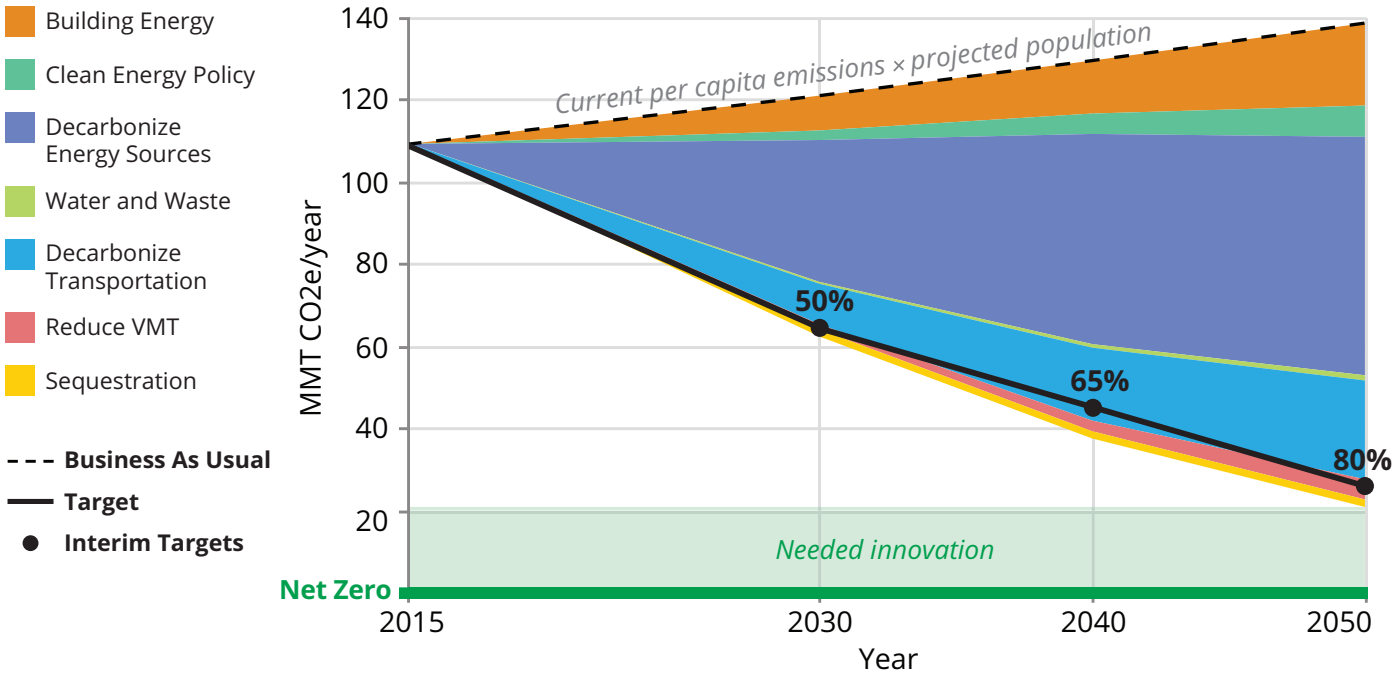


Figure 25. Modeled emission reductions by mitigation objective. Source: CURB

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.**

CLIMATE MITIGATION GOAL

Net zero greenhouse gas emissions

INTERIM TARGETS

2030 Reduce GHG emissions 50% from 2005 levels

2040 Reduce GHG emissions 65% from 2005 levels

2050 Reduce GHG emissions at least 80% from 2005 levels

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.

Appendix D contains a complete overview of all eight mitigation objectives and 42 mitigation strategies.

MITIGATION OBJECTIVES AND STRATEGIES

DEMONSTRATE LEADERSHIP TO REDUCE EMISSIONS

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.

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.

EQUITY CONSIDERATIONS

- Engage diverse civic leaders in target-setting and implementation.
- Tailor plans to benefit vulnerable communities.

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.

GRC2 Greenest Region Compact

COLLABORATING FOR SUSTAINABLE COMMUNITIES

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.

DECARBONIZE **ENERGY SOURCES**

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

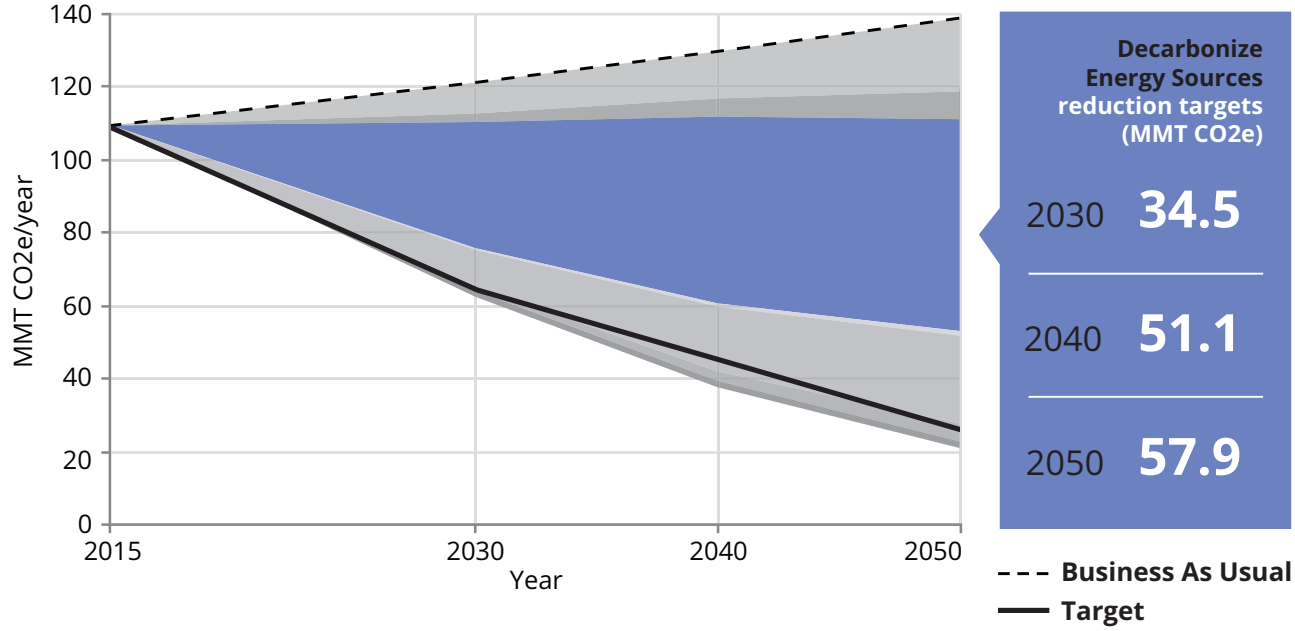
See also: Implement Clean Energy Policies

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



OPTIMIZE BUILDING **ENERGY**

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.

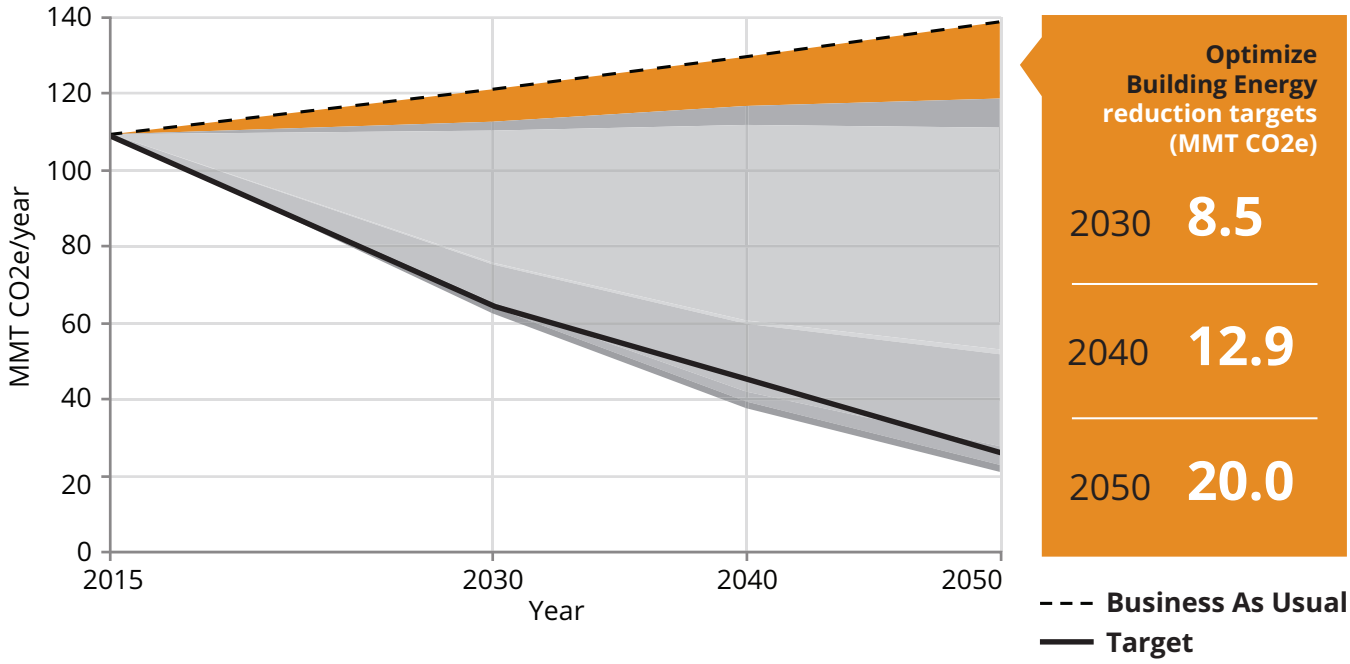
See also: Implement Clean Energy Policies

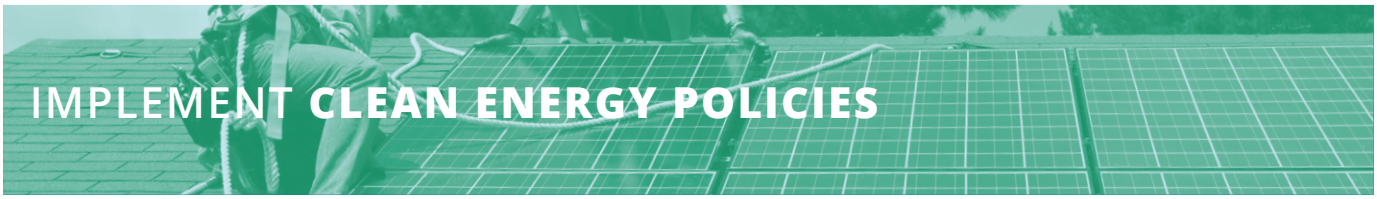
EQUITY CONSIDERATIONS

- 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





IMPLEMENT **CLEAN ENERGY POLICIES**

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.

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

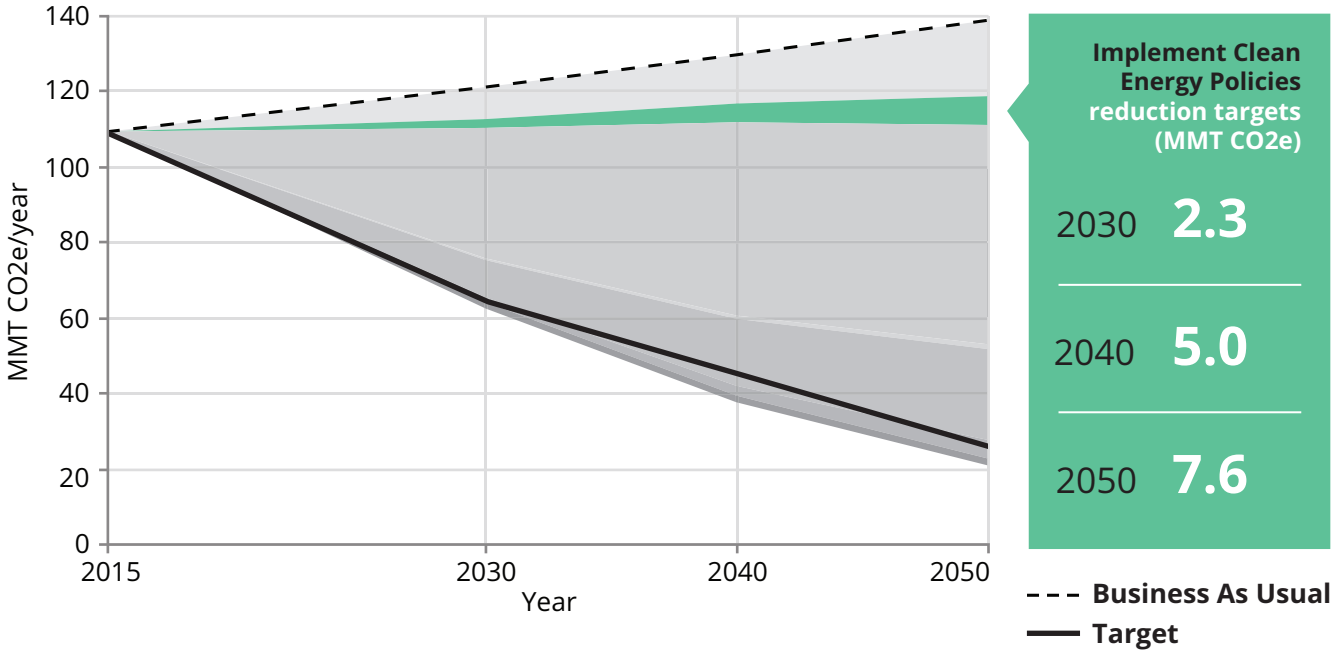
- Support state and federal policies to advance clean energy

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



DECARBONIZE **TRANSPORTATION**

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.

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

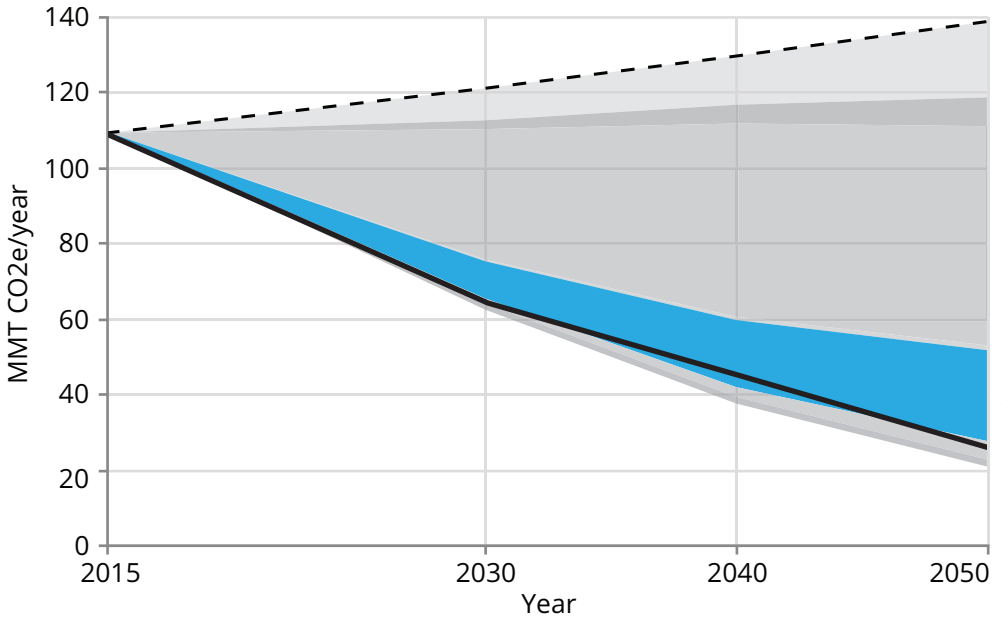
- Enact and enforce anti-idling policies
- Adapt development processes to accelerate investment in EV charging infrastructure

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

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



Decarbonize Transportation reduction targets (MMT CO2e)

2030	**9.8**
2040	**17.7**
2050	**24.0**

Business As Usual

Target

REDUCE **VEHICLE MILES TRAVELED**

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

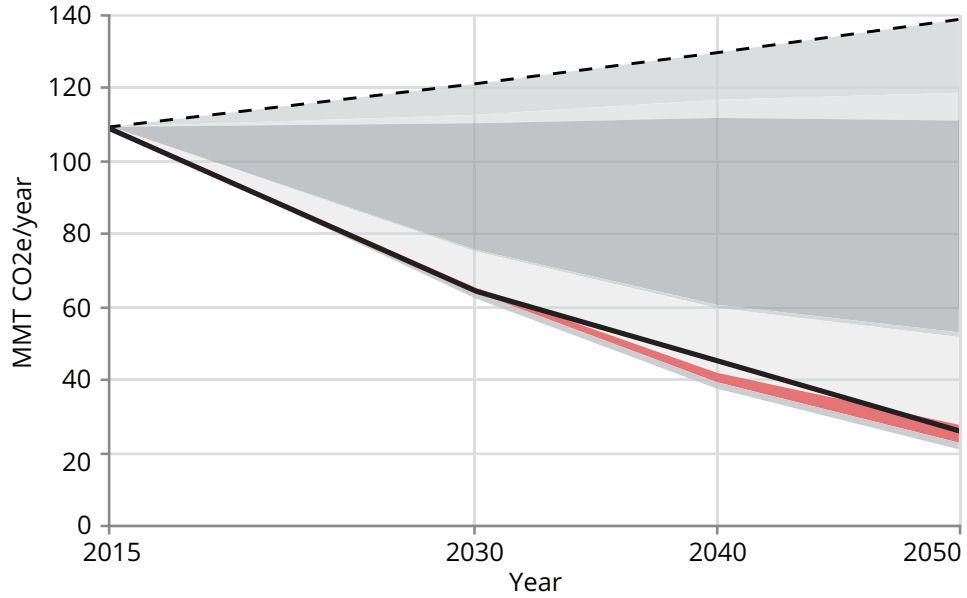
- Prioritize transit-oriented and transit-supportive development and curtail sprawl
- Plan and design roadways and corridors to benefit all road users and promote active transportation
- Strategically manage parking policies to promote active and public transportation
- Promote multi-family housing development 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)

2030	1.3
2040	2.6
2050	4.9

Business As Usual

Target

MANAGE **WATER AND WASTE SUSTAINABLY**

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

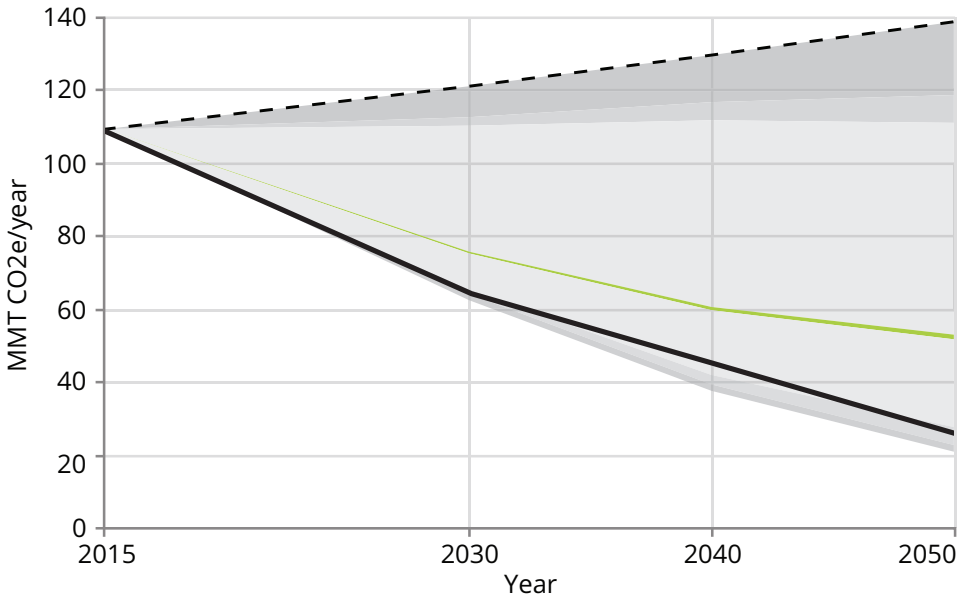
- Capture landfill emissions and eliminate pipeline methane
- Support circular economies
- Increase the volume of waste that is recycled and composted
- Encourage water conservation

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 Waste and Water Sustainably reduction targets (MMT CO2e)

2030 **0.5**

2040 **0.9**

2050 **1.3**

Business As Usual

Target

SUSTAIN **ECOSYSTEMS TO SEQUESTER CARBON**

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

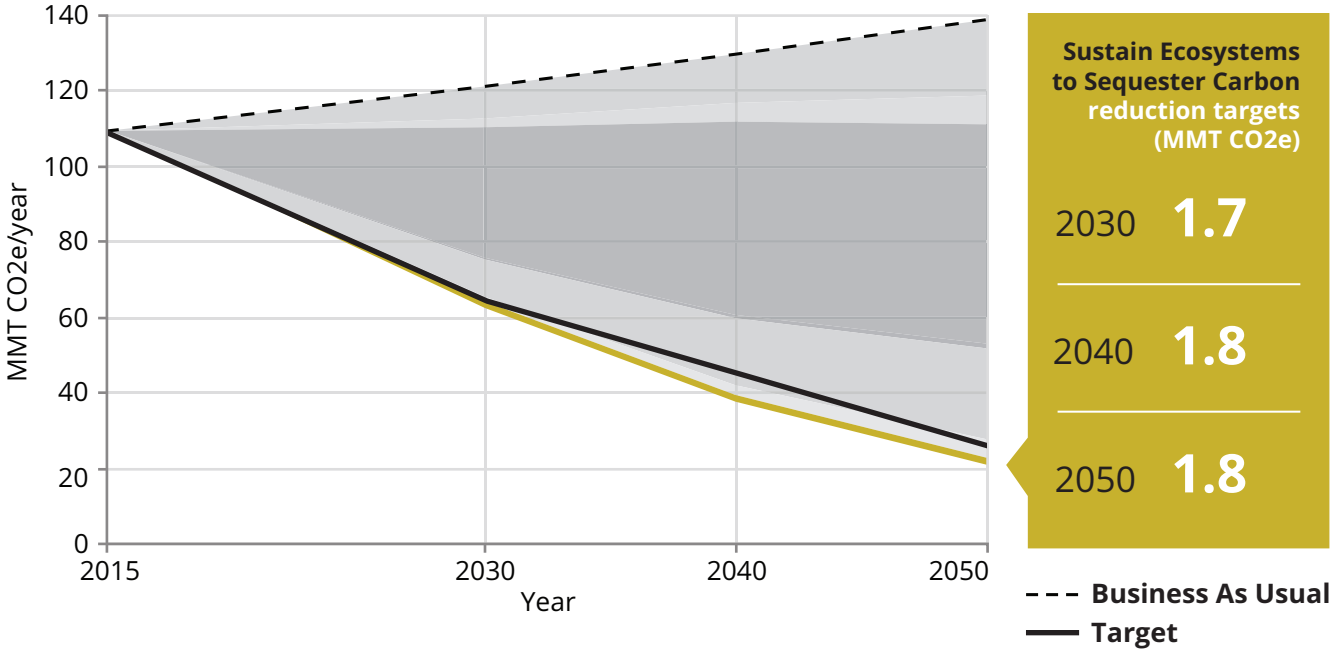
- Preserve soil through low-impact development and restore soil integrity

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

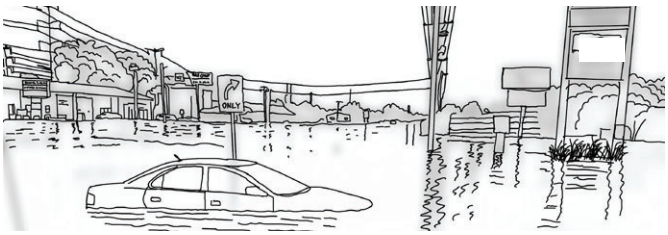
- Improve air quality
- Sustainably manages stormwater
- Cooling shade mitigates heat islands
- Low impact construction preserves soil and water quality
- Shade reduces cooling energy demands
- Quality open space encourages active transportation and lifestyles
- Enhances livability and community character
- Supports pollinator and wildlife habitat

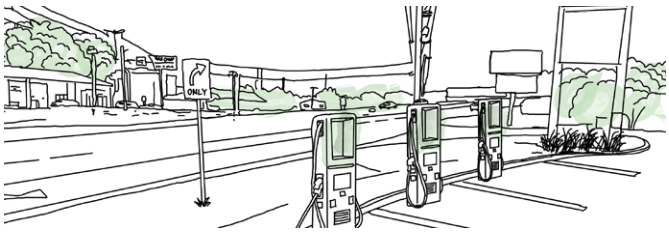


BUILDING RESILIENCE

2021

FLOODING

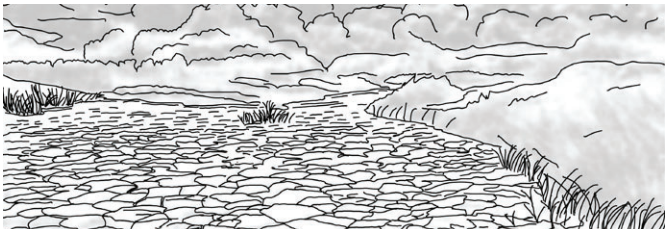


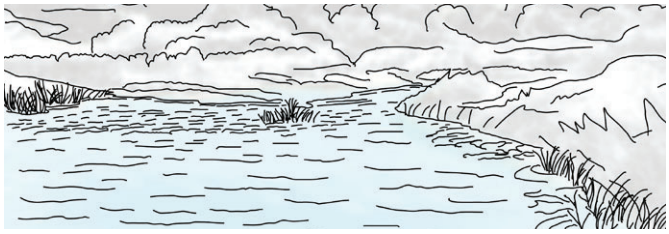


HEAT & HEALTH

AIR QUALITY

DROUGHT & WATER SUPPLY





CLIMATE ADAPTATION AND RESILIENCE

INTRODUCTION

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[44] 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.

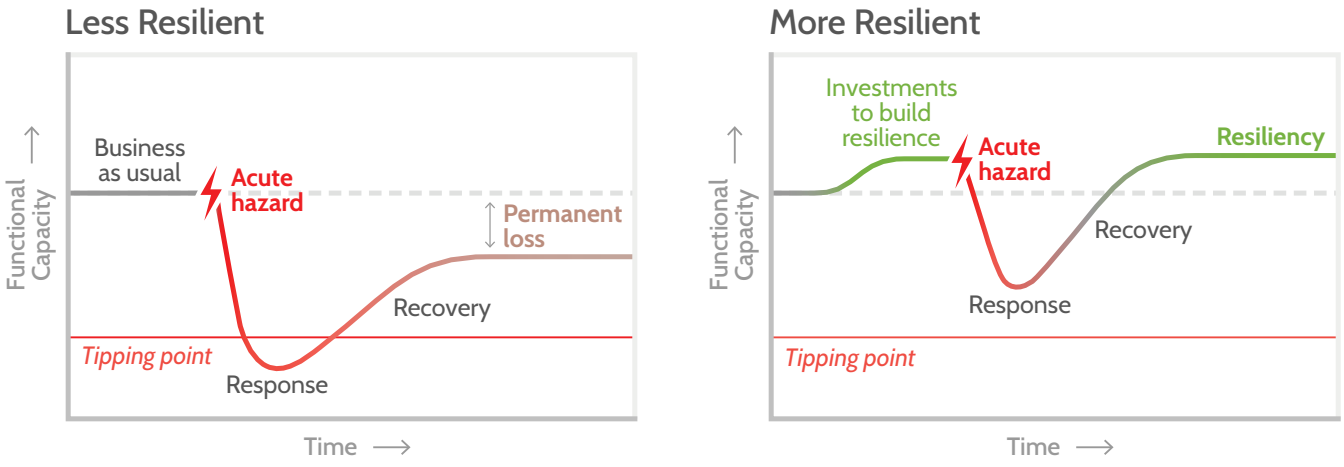


Figure 26. A pictorial definition of resilience, "improving conditions so that future disruptions can be accommodated." Source: U.S. Climate Resilience Toolkit

44 Gardiner, Edward P., David D. Herring, and James F. Fox. "The U.S. Climate Resilience Toolkit: evidence of progress." Climatic Change 153, 477–490 (2019). https://doi.org/10.1007/s10584-018-2216-0. See also https://toolkit.climate.gov/#steps. Accessed February 2021.

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.

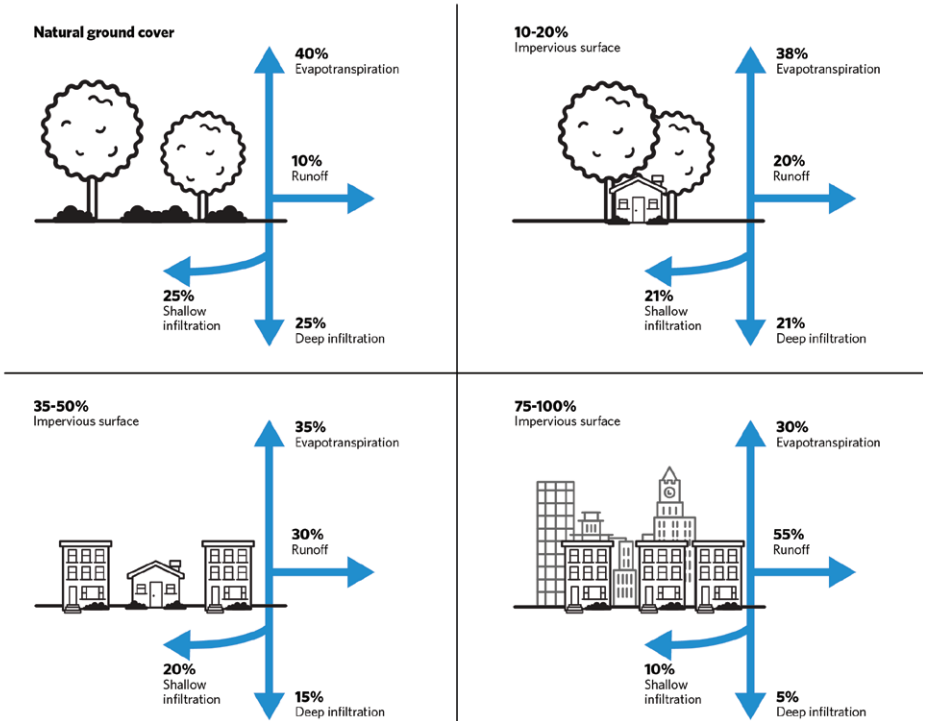


Figure 27. The landscape settings of municipalities influence their sensitivity to flooding. In a rural setting, rainfall can infiltrate into soil. In an urban setting, rain runs across impervious pavement, thereby increasing the intensity and probability of flooding. Source: CMAP, Data Source: U.S. EPA

2 ASSESS VULNERABILITY & RISKS

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.[45] 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.

Drought deserves greater attention by local decision makers.

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

Climate-Related Hazard	Probability	Consequence	Risk
Extreme Heat	3	3	9
Drought	2	3	6
Severe Thunderstorms	2	2	4
Flooding	3	3	9
Severe Winter Weather	2	2	4

45 Buro Happold (Appendix G).

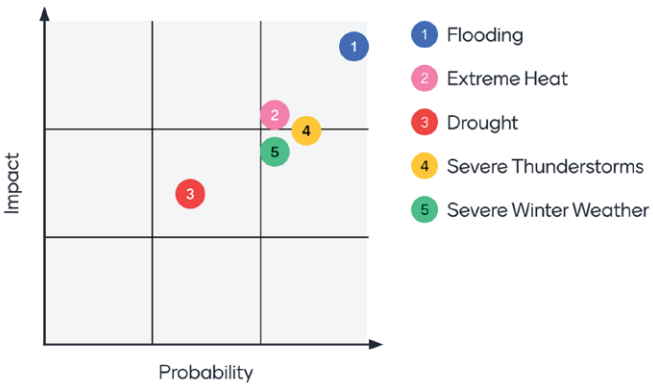


Figure 28. Aggregated votes of 28 individuals who assessed the probability and potential impacts from five sets of climate-related hazards. Source: MMC constituent engagement

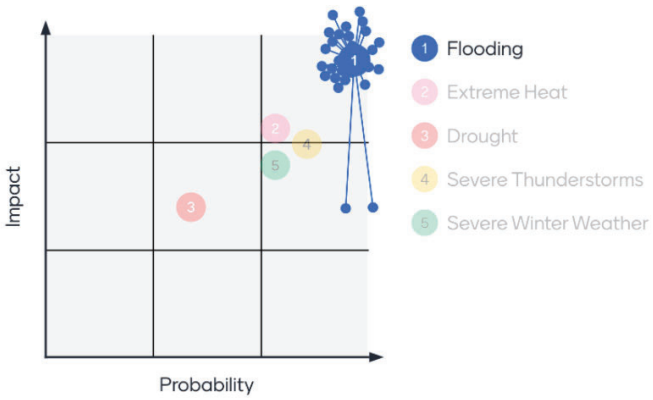


Figure 29. Twenty-six respondents considered flooding both highly probable and highly impactful. Two suggested impacts would be moderate, not severe. Source: MMC constituent engagement

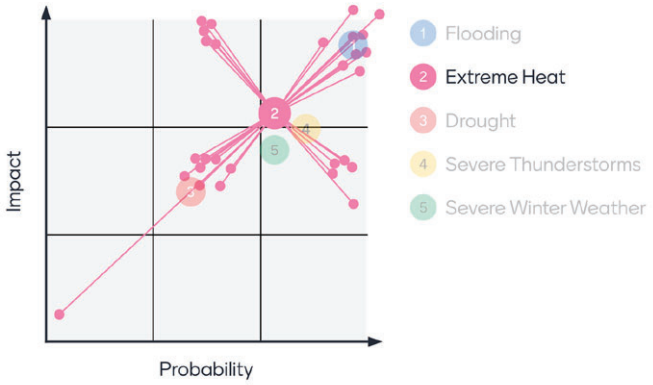


Figure 30. Extreme heat represents a moderate to severe risk and/or impact to all but one participant. Source: MMC constituent engagement

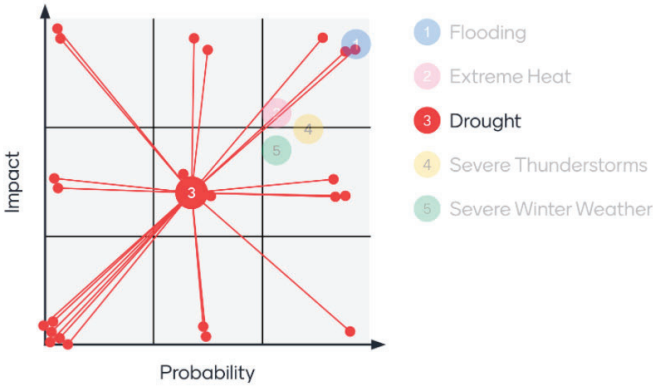


Figure 31. Only a minority of participants consider drought a major concern. Source: MMC constituent engagement

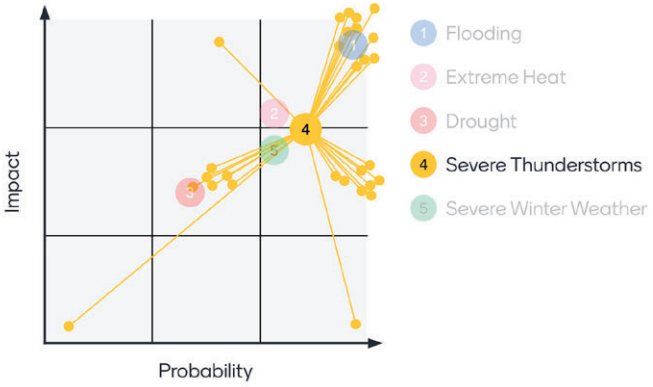


Figure 32. Many are concerned about high likelihood and impacts of Severe Thunderstorms. Source: MMC constituent engagement

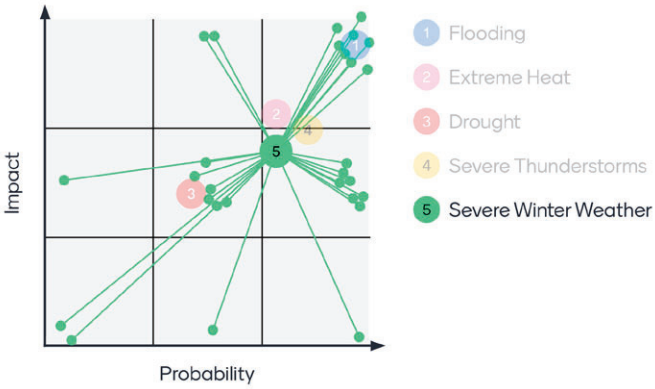
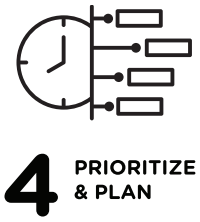


Figure 33. Severe Winter Weather also concerned a large number of participants. Source: MMC constituent engagement

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*.[46] Near-term options for building resilience may be found in the GRC Framework[47]—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.A., 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 those 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.

*Because climate impacts are experienced locally, each local government should develop its own priorities and plans utilizing the **Steps to Resilience** framework.*

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*[48] 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**.

46 Op. cit. https://toolkit.climate.gov/#steps. Accessed February 2021.
47 Op. cit. https://mayorscaucus.org/initiatives/environment/rec/. Accessed February 2021.
48 Op. cit. https://doi.org/10.1007/s10584-018-2216-0. Accessed February 2021.

CLIMATE ADAPTATION GOAL

Persistent, equitable climate adaptation

INTERIM TARGETS

2030 Climate-resilient governance

Local governments incorporate the *Steps to Resilience* into local permitting and regulation. Across jurisdictions, establish baselines for resilience; quantify vulnerability and risk to expected climate changes.

2040 Resilience across jurisdictions

Secure funding for adaptation projects that span municipal boundaries. Achieve measurable improvement in adaptive capacity for health, infrastructure, and services.

2050 Cohesive, resilient communities

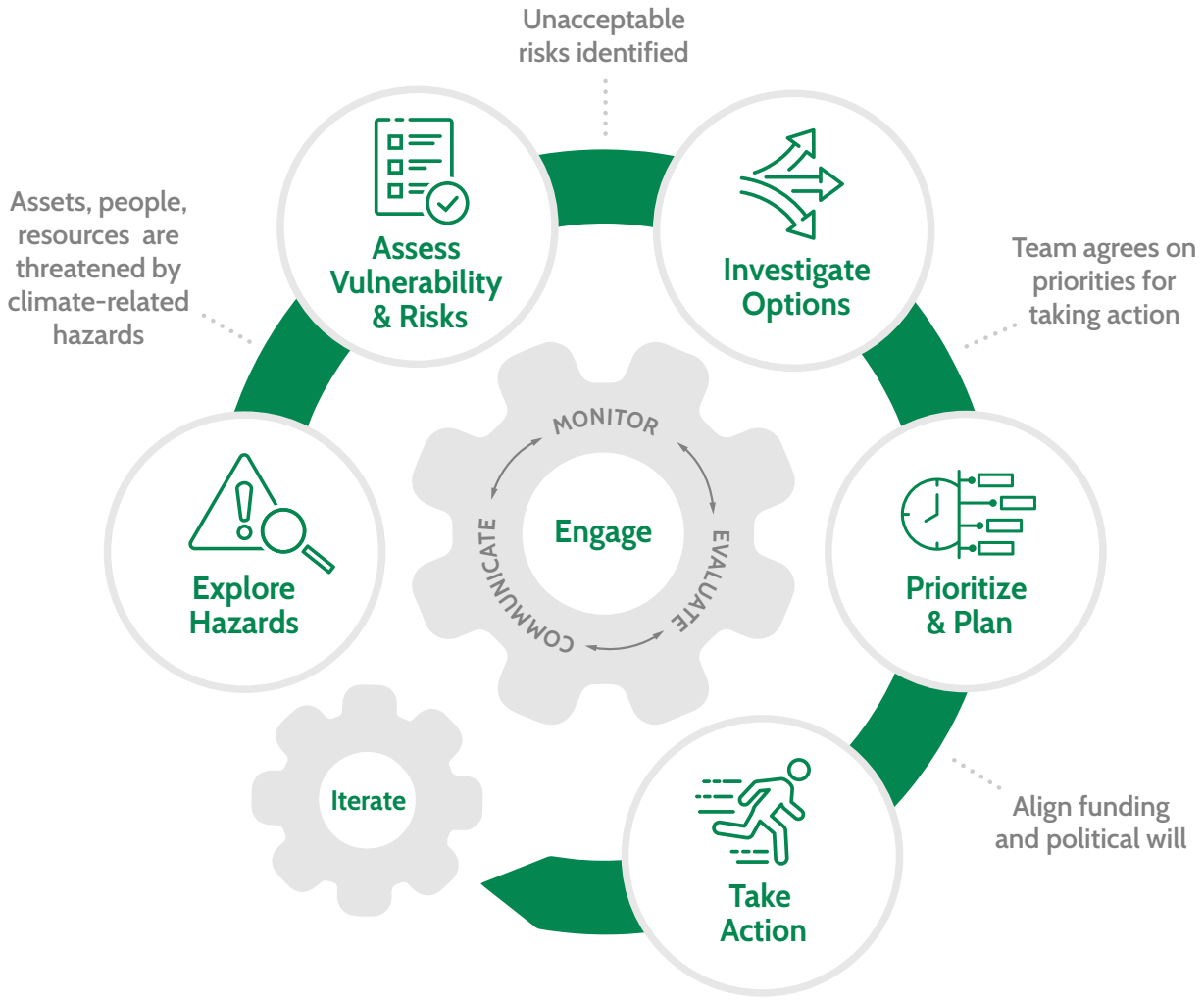
All new infrastructure exceeds baseline levels of vulnerability and risk. Throughout the region, end-of-century climate projections shall be incorporated into operations, management, and capital planning.

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.

STEPS TO RESILIENCE



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.

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.

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.

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.

FLOODING AND HOMES

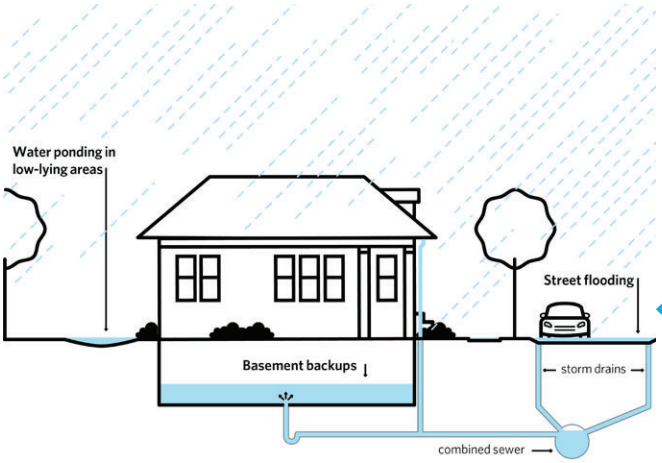
In the Chicago region, heavy rainfall events are increasingly frequent and severe, causing more flooding. Flooding is the climate-related hazard most residents and leaders want to address.

> *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.



Source: CMAP

ACTIONS TO BUILD RESILIENCE

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:

Participate in the Community Rating System and National Flood Insurance Programs. Guide future development to reduce sprawl, conserve land and protect ecosystem services. Incentivize or require resilient building design. Optimize tree planting and protect existing trees for maximum stormwater benefits. Acquire and remove flood-prone homes.

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.

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.

Image credit, above: CMAP, Image credit, right: Lake County Stormwater Management Commission

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.

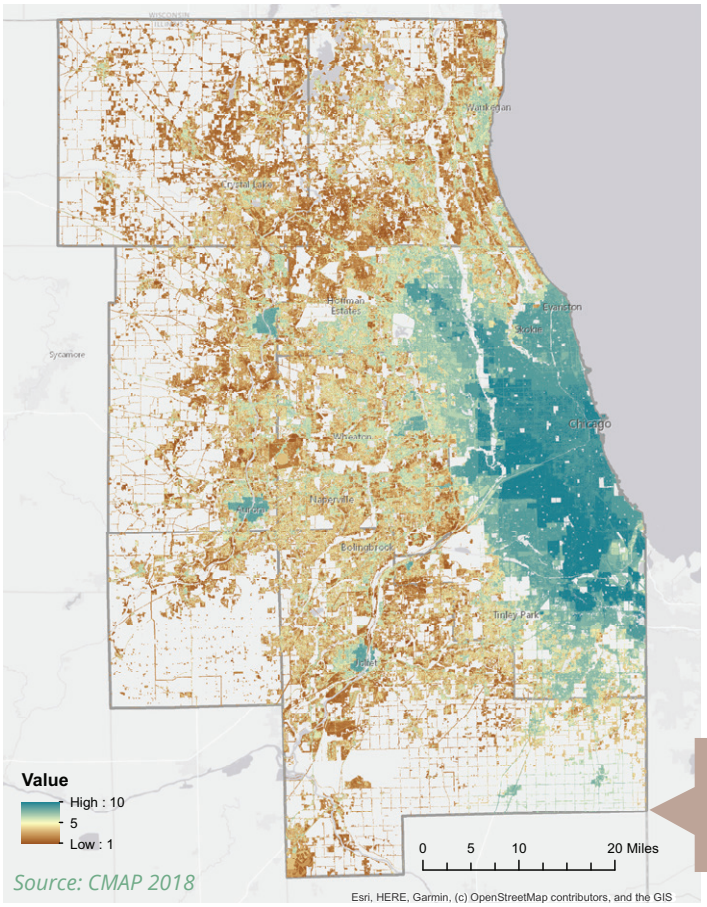
STORMWATER AND INFRASTRUCTURE

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).

Image credit: CMAP

URBAN FLOOD SUSCEPTIBILITY INDEX 2017



Source: CMAP 2018

The Urban Flood Susceptibility Index highlights areas with attributes associated with an elevated risk of urban flooding.

ACTIONS TO BUILD RESILIENCE

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.

HEAT AND HEALTH

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.

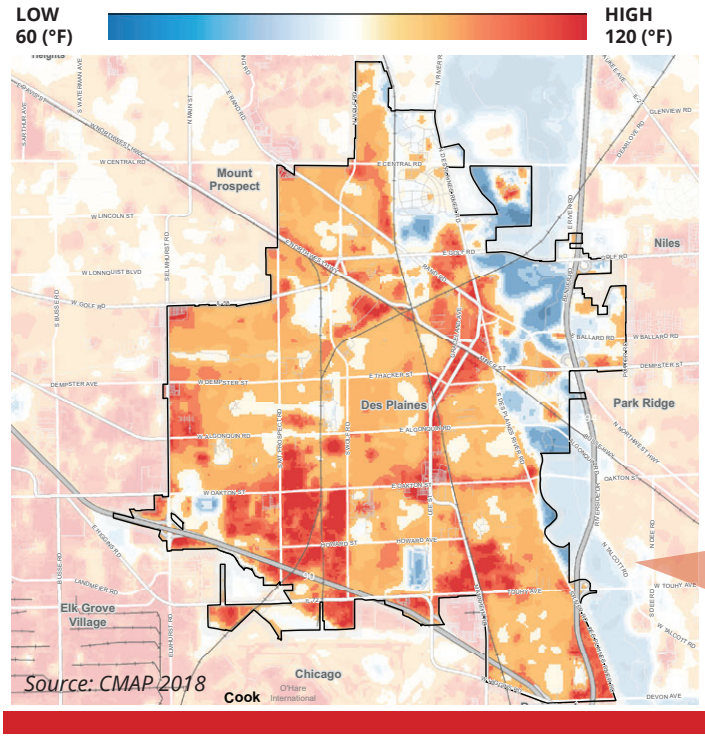
Residents need to cool their homes for longer each day, further burdening household budgets. This may be particularly difficult for socially vulnerable populations, including people on fixed incomes and families living below the poverty line.

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.

City of Des Plaines Land Surface Temperature (LST)



Source: CMAP 2018

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.

Image credit: Neighborhood Housing Services

Image credit: @macnifying_glass on Instagram
A dust cloud covered Little Village in April 2020, after a smokestack at the Crawford Coal Plant was demolished.

ACTIONS TO BUILD RESILIENCE

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.

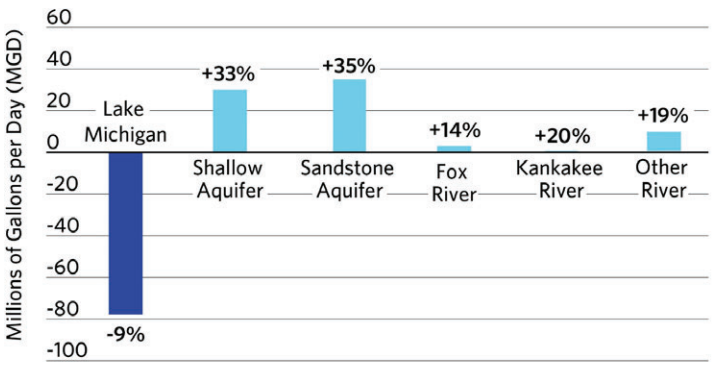
Water conservation policies like outdoor watering regulations, sustainable landscaping and conservation practices by water customers are important solutions. Affordable access to safe drinking water for all protects public health and eases household utility burden.

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

Image credit: CMAP

ACTIONS TO BUILD RESILIENCE

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:

49 *Commonwealth Edison Company, 2021. Green Stormwater Infrastructure. https://www.comedemergingtech.com/project/green-stormwater-infrastructure. Accessed February 2021.*

Table 2. All Mitigation and Adaptation Objectives and Corresponding Adaptation and Mitigation Benefits

Mitigation Objective	***Outcome/Co-benefits***	***Adaptation Benefit***
Demonstrate Leadership to Reduce Emissions	Engaged constituents, public support, green jobs, efficiencies and cost-savings	More resilient communities
Decarbonize Energy Sources	Cleaner air and water, renewable energy, potential improvements to energy security	More resilient electric grid
Optimize Building Energy	Improved building performance, lower energy costs/energy burden, cleaner air	More resilient buildings
Implement Clean Energy Policies	Clean energy jobs, leveraged investment	Economic development
Decarbonize Transportation	Cleaner air, lower long-term fuel costs, reduced noise pollution, beneficial electrification	Less reliance on vulnerable fuel supply chain
Reduce Vehicle Miles Traveled	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	More resilient transportation systems
Manage Water and Waste Sustainably	Cleaner air and water, less waste	More resilient water and wastewater systems
Sustain Ecosystems to Sequester Carbon	Enhanced ecosystems, preserved biodiversity, improved quality of life and mental health, active and healthy lifestyles	Reduced flooding, cooler communities

Adaptation Objective	***Outcome/Co-benefits***	***Mitigation Benefit***
Engage and educate the community about climate resilience and adaptation	Prepared and engaged constituents, community cohesion, better health outcomes, private property and well-being preserved	Awareness of hazards and impacts builds support for climate mitigation actions
Incorporate equity and inclusion into climate adaptation efforts	Prepared and engaged constituents, community cohesion, improved health equity, private property preserved	
Collaborate and build capacity for more resilient community	Shared and leveraged resources, greater efficiency and outputs, greater adaptive capacity. Property, water supply, and other assets preserved	
Enact plans and policies focused on adaptation and resilience	Prepared assets and operations, greater adaptive capacity. Improved nature, quality of life	Reduced energy demands for water utilities. Healthy ecosystems help sequester carbon
Adapt operations and investments for future climate conditions	Prepared assets and operations, nature, quality of life, property, water supply and other assets preserved	Reduced energy demands for operations

1 EXPLORE HAZARDS

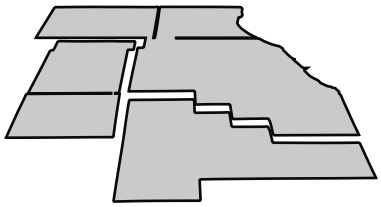
2 VULNERABILITY & RISK

3 OPTIONS

4 PRIORITIZE & PLAN

5 TAKE ACTION

STEPS TO RESILIENCE



- MUNICIPAL

  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

  Regional governmental entities, such as the Caucus, can focus political support on local efforts to lead, encourage action, and enact relevant policies.

- STATE

  State governments can support local resilience-building activities and coordinate with federal authorities to align resources and expertise with regional and local needs.

- FEDERAL

  Federal programs, such as FEMA's BRIC, can be directed toward resilience projects at a local level.

STATE SUPPORT OF **LOCAL CLIMATE RESILIENCE**

1 PROVIDE BASIC SERVICES

2 STATE FINANCE AND INVESTMENT

3 SUPPORT LOCAL PROJECTS

4 ENABLE LOCAL FUNDING

5 PRIVATE INVESTMENT

6 EXPAND FEDERAL FUNDING

IMPLEMENTATION

Figure 34. Greenest Region Compact communities celebrate earning SolSmart designation collaboratively. May, 2018. Image credit: Argonne National Laboratory

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[50] 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.[51] At the appropriate scale, continued action to grow solar energy capacity could reduce 2.4 MMTCO2e emissions per year by 2030.

50 Metropolitan Mayors Caucus. 2020. SolSmart. https://mayorscaucus.org/solsmart/. Accessed February 2021.

51 SolSmart. 2021. Chicago Metro Area. https://solsmart.org/chicago-metro-area-mini-case-study/. Accessed February 2021.

Figure 35. Geneva residents transition turf grass to a biologically rich landscape. Image credit: Jay Womack

Municipalities are also uniquely positioned to take action toward the objective *Implement 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,[52] 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.[53] 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.

PLANNING AND PERSISTENT ADAPTATION

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.*
>
> *ON TO 2050*[54]

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

52 Ruppenthal, Alex. "How a suburban Chicago mayor helped inspire the biggest jump in building energy code improvements in a decade." Energy News Network, 2020. https://energynews.us/2020/06/03/national/how-a-suburban-chicago-mayor-helped-inspire-the-biggest-jump-in-building-energy-code-improvements-in-a-decade/.

53 Metropolitan Mayors Caucus, 2020. Becoming EV Ready. https://mayorscaucus.org/initiatives/environment/becoming-ev-ready/. Accessed February 2021.

54 CMAP. ON TO 2050, Climate Resilience. https://www.cmap.illinois.gov/2050/environment/climate-resilience. Accessed February 2021.

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.[56] 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*[57] 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.

Figure 36. The Village of Diamond constructed a bike path to give children a safe route to school. Image credit: Village of Diamond

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.

55 Op. cit. https://toolkit.climate.gov/#steps. Accessed February 2021.

56 Plastrik, Peter, Joyce Coffee, Scott Bernstein, and John Cleveland. 2020. How State Governments Can Help Communities Invest in Climate Resilience. Innovation Network for Communities, Climate Resilience Consulting, and The Summit Foundation. http://lifeaftercarbon.net/wp-content/uploads/2020/09/State-Resilience-Framework-September-2020.pdf. Accessed February 2021.

57 Op. cit. https://toolkit.climate.gov/#steps. Accessed February 2021.

CONCLUSION

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.

Image credit: Andy Marfia

Metropolitan
Mayors
Caucus

GRC2
Greenest
Region
Compact
COLLABORATING FOR SUSTAINABLE COMMUNITIES

NOAA
NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION
U.S. DEPARTMENT OF COMMERCE

U.S. Climate
Resilience Toolkit

Co-funded by
the European Union

GLOBAL COVENANT
of MAYORS for
CLIMATE & ENERGY
UNITED STATES

Chicago Metropolitan
Agency for Planning

APPENDIX

APPENDIX A:
SUSTAINABILITY AND CLIMATE ACTION PLANS REFERENCED

SUSTAINABILITY PLANS

Area	*Name*	*Publication Year*
Village of Algonquin	Environmental Action Plan	2010
City of Aurora	Sustainability Plan	2008
City of Batavia	Environmental Identity	2013
Village of Buffalo Grove	Environmental Plan	2014
City of Chicago	Resilient Chicago	2019
City of Chicago	Sustainable Chicago	2012
Village of Deer Park	Deer Park Sustainability Report	2020
City of Des Plaines	Sustain Des Plaines	2011
Village of Elburn	Comprehensive Plan, Sustainability Chapter	2013
City of Elgin	Sustainability Action Plan	2013
City of Elmhurst	Comprehensive Plan, Sustainability Chapter Climate	2009
City of Evanston	Action Plan	2008
City of Highland Park	Sustainability Strategic Plan	2010
Village of Hoffman Estates	Sustainability Plan	2013
Village of Homer Glen	Green Vision	2004
Village of La Grange Park	Sustainability Plan	2012
Lake County	Strategy for Sustainable Lake County	2009
Village of Lombard	Local Climate Action Plan	2012
Village of Millbrook	Comprehensive Plan	2009
Village of Monee, Peotone, University Park	Green Communities Vision	2009
City of Naperville	Environmental Sustainability Plan	2010
Village of Niles	Environmental Action Plan	2013
City of Normal	Community-Wide Sustainability Plan	2010
Village of Oak Park/River Forest	Sustainability Plan	2012
Village of Orland Park	Comprehensive Plan, Sustainability Chapter	2013
Village of Park Forest	Growing Green: Park Forest Sustainability Plan	2012

Area	Name	Publication Year
Village of Robbins	Green Communities Vision	2004
Village of Schaumburg	Comprehensive Green Action Plan	2008
Village of Sleepy Hollow	Green Communities Vision	2004
Village of Winnetka	Environmental & Forestry Commission, Strategic Plan	2010
City of Woodstock	Environmental Plan	2010

CLIMATE ACTION PLANS

Authoring Organization	Area	Name	Publication Year
City of Asheville, NC	City of Asheville, NC	Building a Climate Resilient Asheville	2019
Área de Metropolitana de Barcelona	Barcelona Region, Spain	Pla d'Adaptació al Canvi Climàtic de l'Àrea Metropolitana de Barcelona	2018
Brussels Capital Region	Brussels Region, Belgium	Brussels Capital Region's Energy and Climate Plan 2030	2019
City of Chicago	City of Chicago	Chicago Climate Action Plan	2008
CMAP	Chicago Metropolitan Region	Climate Adaptation Guidebook for Municipalities in the Chicago Region	2013
City of Columbus	City of Columbus	Columbus Climate Adaptation Plan	2018
Cook County	Cook County	Cook County Climate Change and Public Health Action Plan	2012
City and County of Denver	City and County of Denver	Climate Adaptation Plan	2014
City of Evanston	City of Evanston	Climate Action and Resilience Plan	2018
Global Covenant of Mayors for Climate and Energy	Global	Common Reporting Framework	2018
City of Highland Park	City of Highland Park	Climate Hazard Assessment	2019
City of Indianapolis	City of Indianapolis	Thrive Indianapolis	2019
Climate Action KC	Kansas City region	Climate Action Playbook	2019
Metropolitan Mayors Caucus	Chicago Metropolitan Region	Greenest Region Compact	2016
City of New Orleans, LA	City of New Orleans, LA	Climate Action for a Resilient New Orleans	2017
Village of Northbrook	Village of Northbrook	Northbrook Climate Action Plan	2021
City of Oakland, CA	City of Oakland, CA	Equitable Climate Action Plan	2020
Village of Park Forest	Village of Park Forest	Park Forest Climate Action and Resilience Plan	2019
City of Santa Monica, CA	City of Santa Monica, CA	Climate Action & Adaptation Plan	2019
City of Seattle	City of Seattle	Seattle Climate Action Plan	2013
City of St. Louis	City of St. Louis	Climate Action & Adaptation Plan	2017
Verband Region Stuttgart	Stuttgart region, Germany	Climate Planning Strategy	2019
U.N. Office for Disaster Risk Reduction	Global	Disaster Resilience Scorecard for Cities	2018
U.N. Office for Disaster Risk Reduction	Global	Sendai Framework for Disaster Risk Reduction 2015-2030	2015
Metropolitan Washington Council of Governments	Washington, DC Metropolitan Region	Metropolitan Washington 2030 Climate and Energy Action Plan	2020

APPENDIX B:
STAKEHOLDER ENGAGEMENT

ALL ORGANIZATIONS PARTICIPATING

Organization	
Advanced Renewables LLC	CMAP Economic Development Committee
American Public Works Association	CMAP Environment & Natural Resources Committee
Animalia Project	CMAP Metropolitan Planning Organization Planning Committee
Applied Ecological Services	CMAP Transportation Committee
Argonne National Lab, Decision and Infrastructure Sciences Division	Chicago Region Trees Initiative
Argonne National Lab, Environmental Science Division	Chicago Wilderness, Climate Committee
Village of Arlington Heights	Climate Literacy & Energy Awareness Network
City of Aurora	CME Group
City of Aurora Sustainability Commission	Collective Resource Compost
City of Batavia Environmental Commission	College of Lake County
Baxter & Woodman	ComEd
City of Blue Island	Cook County Dept. of Environment & Sustainability
Blue Stem	City of Darien
Village of Bolingbrook	Village of Deer Park
Village of Broadview	Deigan & Associates
Village of Brookfield	City of DeKalb Environmental Commission
Buro Happold Engineering	DePaul University Dept. of Public Policy
City of Chicago	DuPage County Dept. of Stormwater Management
Chicago Area Clean Cities Coalition	Ecology and Environment, Inc.
Chicago Dept. of Transportation	Elevate
Chicago Metropolitan Agency for Planning (CMAP)	Environmental Law and Policy Center
CMAP Citizens' Advisory Committee	City of Evanston
CMAP Counties Committee	The Field Museum

Organization	
First Congregational Church of Western Springs	Illinois Sustainable Technology Center
Foresight Design Initiative	Illinois-Indiana Sea Grant
Forest Preserve District of Cook County	International Urban Cooperation
Forest Preserve District of Will County	Jacobs Engineering Group
City of Fort Lauderdale, FL	Kane County Development Dept.
Friends of the Chicago River	Kane County Farm Bureau
Gade Environmental Group	Kane County, Division of Environmental and Water Resources
City of Geneva	Kishwaukee Water Reclamation District
Village of Glen Ellyn	Village of La Grange Environmental Quality Commission
Village of Glenview	Lake County Administrator's Office
Global Covenant Mayors for Climate and Energy	Lake County Forest Preserves
Global Philanthropy Partnership	City of Lake Forest
Go Green Winnetka	Village of Lombard
Great Lakes Commission	Loyola University Chicago School of Environmental Sustainability
Green Diamond, LLC	McHenry County Dept. of Transportation
Greenest Region Corps	Merritt Connect Inc.
Greenleaf Communities	Metra
Green Ways 2Go	Metro West Council of Government
Village of Hanover Park	Metropolitan Mayors Caucus
Harvey Area Chamber of Commerce	Metropolitan Planning Council
Village of Hawthorn Woods	Metropolitan Water Reclamation District of Greater Chicago
Village of Hazel Crest	Midwestern Regional Climate Center
City of Highland Park	Village of Montgomery
Village of Hoffman Estates	Moraine Valley Community College
Village of Homer Glen, Environment Committee	Village of Morton Grove
Illinois Dept. of Natural Resources (IDNR)	Village of Mount Prospect
IDNR, Coastal Management Program	City of Naperville
Illinois Dept. of Transportation	Naperville Area Chamber of Commerce
Illinois Division of U.S. DOT Federal Highway Administration	City of Naperville Environment and Sustainability Task Force
Illinois Environmental Protection Agency, Office of Energy	National Environmental Modeling and Analysis Center - Fern Leaf Collaborative
Illinois Green Alliance	National Oceanic & Atmospheric Administration
Illinois State Water Survey	Natural Resources Defense Council

Organization	
The Nature Conservancy	Village of South Barrington
Nicor Gas	South Metropolitan Higher Education Consortium
Village of Niles	Southwest Conference of Mayors
Village of Northbrook	City of St. Charles
Northern Illinois Energy Summits and Expos	St. Charles Natural Resources Commission
Northern Illinois University Dept. of Economics	Village of Summit
Village of Northfield	Sustain Edgewater
Northwest Municipal Conference	Sustain Libertyville Commission
Northwestern University Center for Engineering Sustainability and Research	Sustainable Development Strategies Group
Northwestern University Dept. of Chemical and Biological Engineering	The Technology Alliance, Inc.
Village of Oak Brook	TRC Solutions
Village of Oak Park	United Nations, Disaster Risk Reduction, ARISE
Office of Alderman Michele Smith- 43rd Ward, City of Chicago	University of Illinois at Chicago (UIC)
Openlands	UIC College of Urban Planning
Village of Oswego	UIC Energy Initiative
Pace Suburban Bus	UIC Office of Sustainability
Village of Palos Park	UIC School of Public Health
Village of Park Forest	University of Illinois at Urbana-Champaign (UIUC)
City of Park Ridge Sustainability Task Force	UIUC College of Law
The Power Bureau	UIUC Dept. of Atmospheric Sciences
Prairie Research Institute	UIUC Dept. of Geography & Geographic Information Science
Quercus Consulting	University of Virginia McIntire School of Commerce
Region 1 Planning Council, Rockford	U.S. Environmental Protection Agency
The Resiliency Institute	City of Waukegan
Village of Richton Park	Village of Western Springs
Village of River Forest Sustainability Commission	Village of Westmont Environmental Improvement Committee
Village of Round Lake Beach	Will County Dept. of Land Use
SCARCE	Will County Board
Village of Schaumburg	Will County Emergency Management Agency
Seven Generations Ahead	Will County Governmental League
Shared Use Mobility Center	Village of Winnetka
Shedd Aquarium	Winnetka Environmental and Forestry Commission
Solid Waste Agency of Lake County	

ALL EVENTS

Date	*Stakeholder Engagement Events*	*Location*
10/8/2019	Regional Climate Planning Kickoff & Mitigation Workshop	MMC/CMAP, Chicago
11/5/2019	CMAP Counties Committee	CMAP, Chicago
11/7/2020	Northern Illinois University Center for Government Studies, 50th Anniversary Conference	DeKalb
11/21/2019	International Urban Cooperation/Global Covenant of Mayors City to City Event	Brussels, Belgium
12/9/2019	MMC Environment Committee- Regional Climate Action Planning Meeting at the Global Congress for Climate Change and Sustainability Professionals	The Westin Chicago Northwest, Itasca
1/9/2020	CMAP Environment & Natural Resources Committee	CMAP, Chicago
1/21/2020	MMC Environment Committee- Regional Climate Action Planning Workshop	Village of Montgomery, Village Hall
1/27/2020	CMAP Economic Development Committee	CMAP, Chicago
2/7/2020	Growing Sustainable Communities Together conference	Prairie State College, Chicago Heights
2/10/2020	National Conference of Regions	Washington, DC
3/10/2020	CMAP Citizens' Advisory Committee	CMAP, Chicago
3/12/2020	CMAP MPO Planning Committee	CMAP, Chicago
5/22/2020	CMAP Transportation Committee	Remote
5/22/2020	Webinar 1- A Chicago Regional Climate Plan- Overview & Status	Webinar
5/29/2020	Webinar 2- Climate Impacts & Hazards	Webinar
6/5/2020	Webinar 3- Climate Risk and Vulnerability at the Nexus of Equity, Health, Public Works, & Planning	Webinar
6/12/2020	Webinar 4- Regional Climate Adaptation Planning & Prioritization Virtual Workshop	Webinar
9/23/2020	GreenTown conference	Webinar
10/22/2020	MMC Environment Committee- Regional Climate Plan Preview	Remote
12/3/2020	4th City-to-City International Urban Cooperation Event	Remote

APPENDIX C:
ILLINOIS CLIMATE SUMMARY

Frankson, R., K. Kunkel, S. Champion, B. Stewart, D. Easterling, B. Hall, and J. R. Angel, 2017: Illinois State Climate Summary. NOAA Technical Report NESDIS 149-IL, 4 pp.

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).

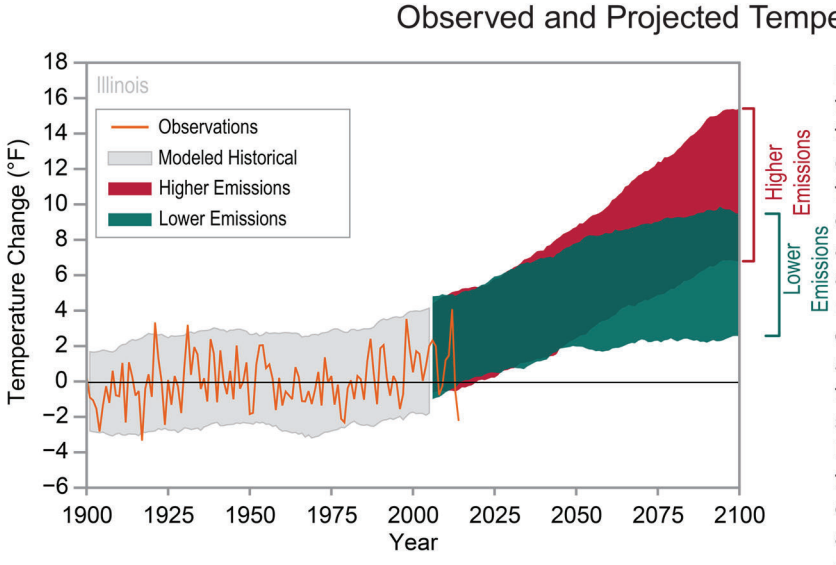


Figure 1: Observed and projected changes (compared to the 1901–1960 average) in near-surface air temperature for Illinois. Observed data are for 1900–2014. Projected changes for 2006–2100 are from global climate models for two possible futures: one in which greenhouse gas emissions continue to increase (higher emissions) and another in which greenhouse gas emissions increase at a slower rate (lower emissions)[1]. Temperatures in Illinois (orange line) have risen about 1°F since the beginning of the 20th century. Shading indicate 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.

[1]Technical details on models and projections are provided in an appendix, available online at: https://statesummaries.ncics.org/il.

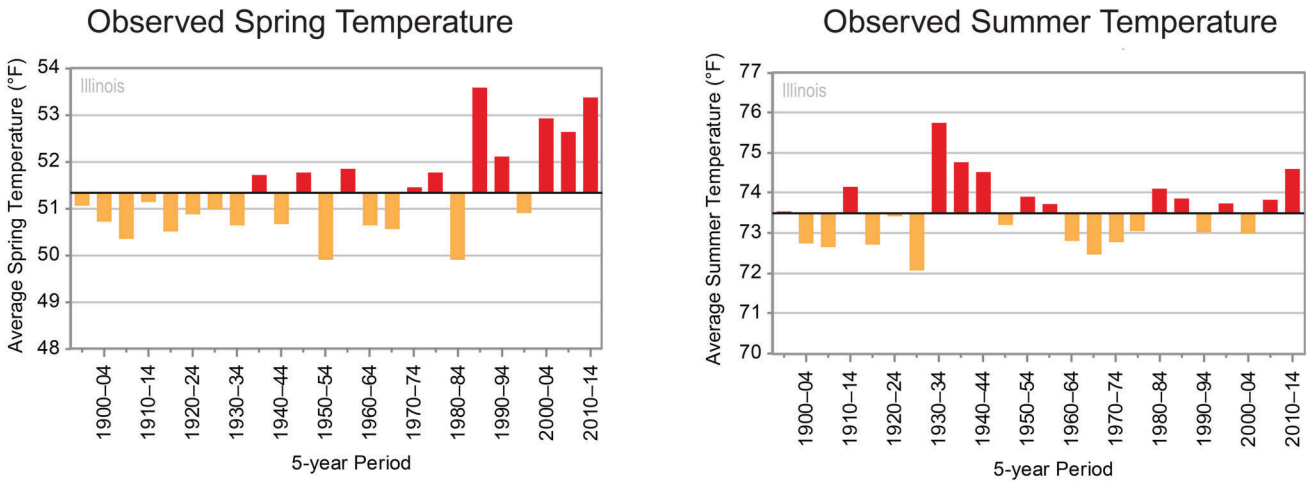


Figure 2: The observed spring and summer temperatures across Illinois for 1895–2014, averaged over 5-year periods; these values are from NCEI's version 2 climate division dataset. The dark horizontal line represents the long-term average. Over the past three decades, Illinois has experienced the highest springtime temperatures in the historical record. Summer temperatures during the most recent 5-year period (2010–2014) have reached the highest level since the extreme heat of the 1930s Dust Bowl era. The dark horizontal line on each graph is the long-term average (1895–2014) of 51.3°F (spring) and 73.5°F (summer). Source: CICS-NC and NOAA NCEI.

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.

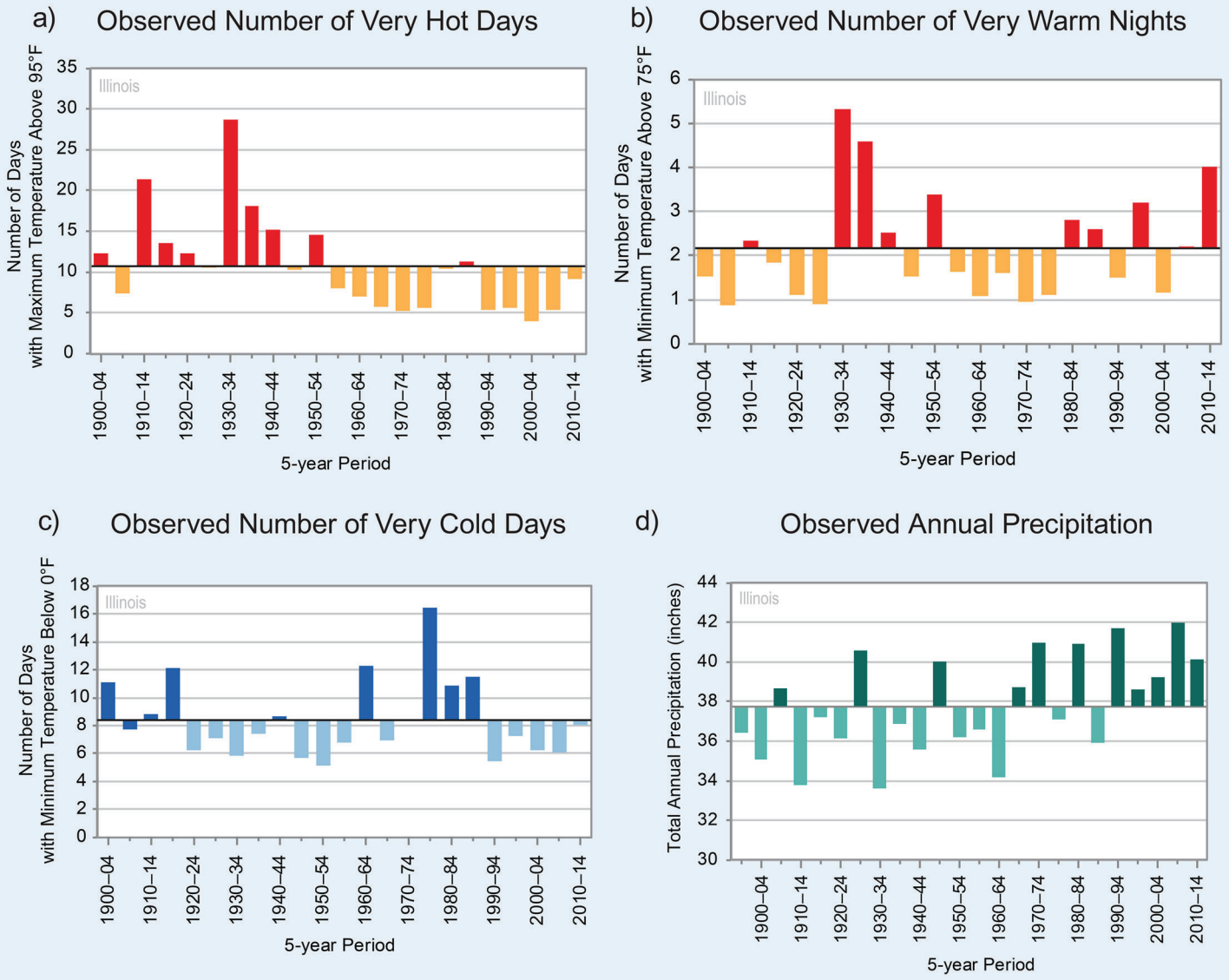


Figure 3: The observed (a) number of very hot days (maximum temperature above 95°F), (b) number of very warm nights (minimum temperature above 75°F), (c) number of very cold nights (minimum temperature below 0°F), and (d) total annual precipitation, averaged over 5-year periods; the dark horizontal lines represent the long-term average. The values in Figures 3 a,b, and c are averages from 36 long-term reporting stations. The values in Figure 3d are from NCEI's version 2 climate division dataset. Since 1990, Illinois has experienced a below average number of very hot days and no trend in very warm nights. However, the state has experienced a below average number of very cold nights since 1990, indicative of winter warming. Annual precipitation varies widely, but has been above average since 1990. Source: CICS-NC and NOAA NCEI.

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 105ºF or more for 42 hours during the event. Values of 105ºF are considered

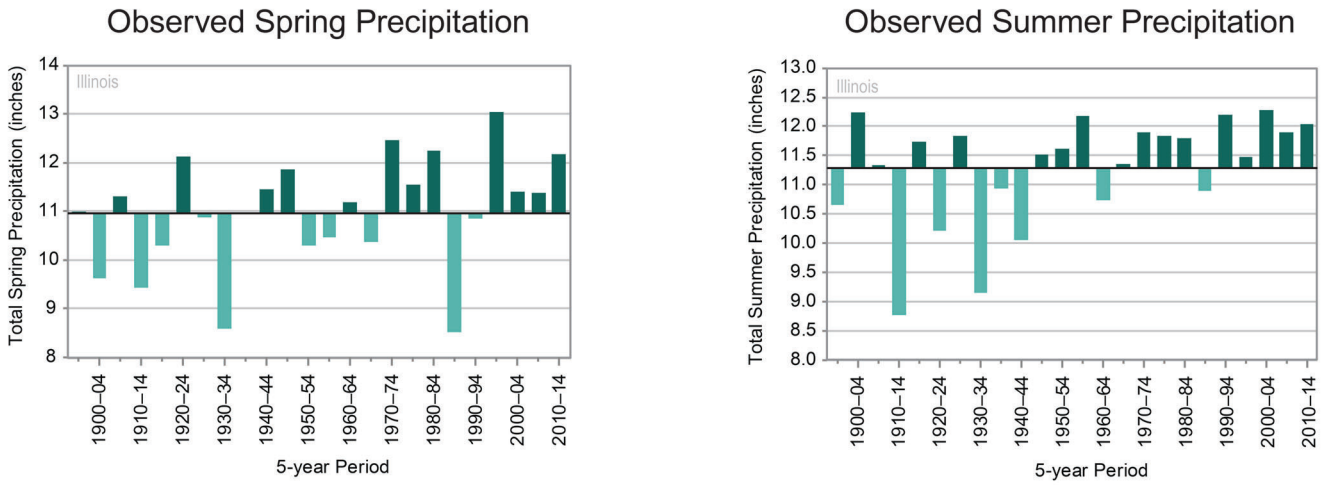


Figure 4: The observed spring and summer precipitation across Illinois for 1895–2014, averaged over 5-year periods; these values are from NCEI's version 2 climate division dataset. Seasonal precipitation varies widely. Since 1995, Illinois has experienced above average precipitation during both the spring 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.

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.

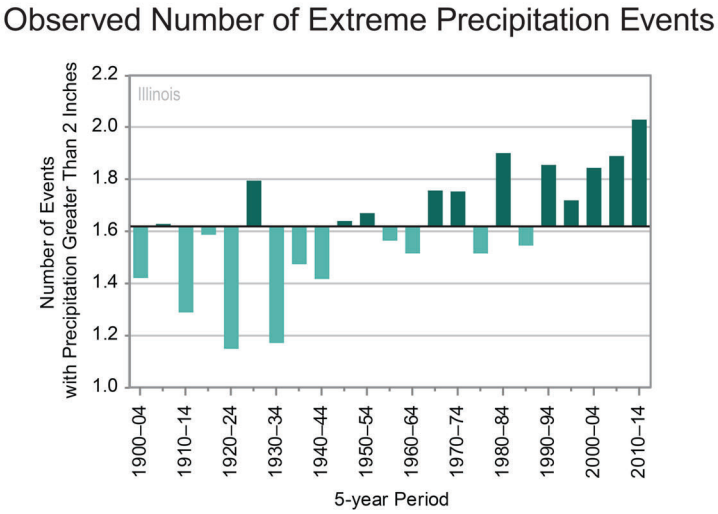


Figure 5: The observed number of days with extreme precipitation events (annual number of days with precipitation greater than 2 inches) for 1900–2014, averaged over 5-year periods; these values are averages from 43 available long-term reporting stations. A typical station experiences 1–2 such events 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.

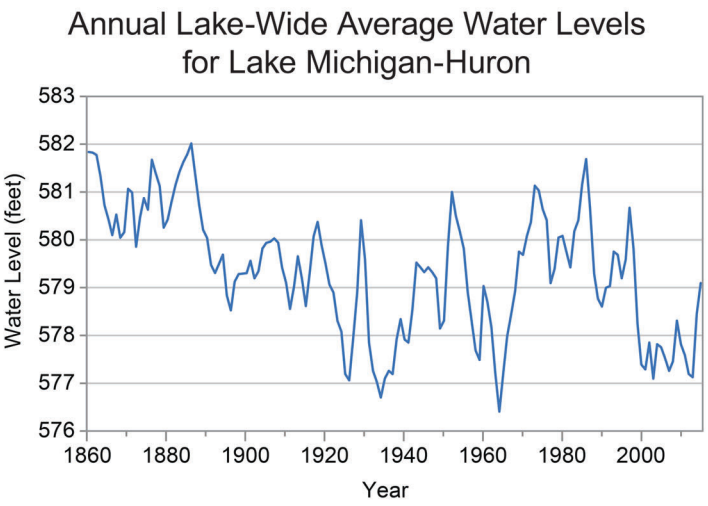


Figure 6: Long-term annual time series of the average water levels for Lake Michigan-Huron. Water levels in the Great Lakes have fluctuated widely over the years. Lake Michigan-Huron has shown a statistically significant downward trend over the past 150 years. The trend is largely due to the high levels early in the period and extremely low levels during the 21st century. Source: NOAA NOS and Canadian Hydrographic Service.

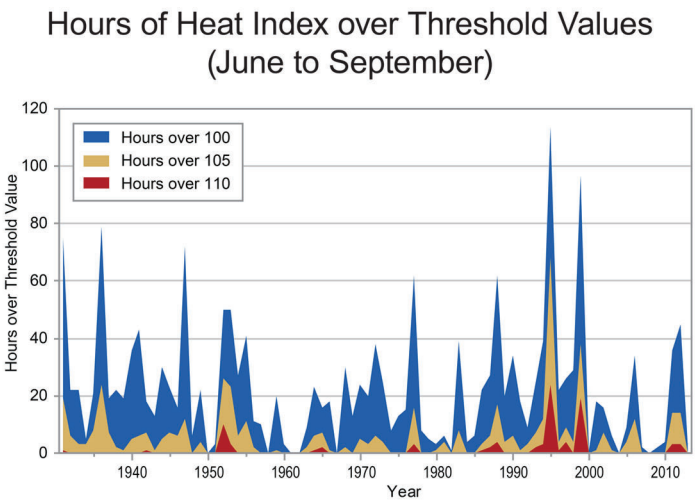


Figure 7: The number of hours with heat index values over selected thresholds of 100°F, 105°F and 110°F for Chicago Midway International Airport from 1931 to 2012. The number of hours above the three thresholds reached their highest values on record during the 1995 heat wave (22, 42, and 69 hours, respectively). Source: NOAA MRCC.

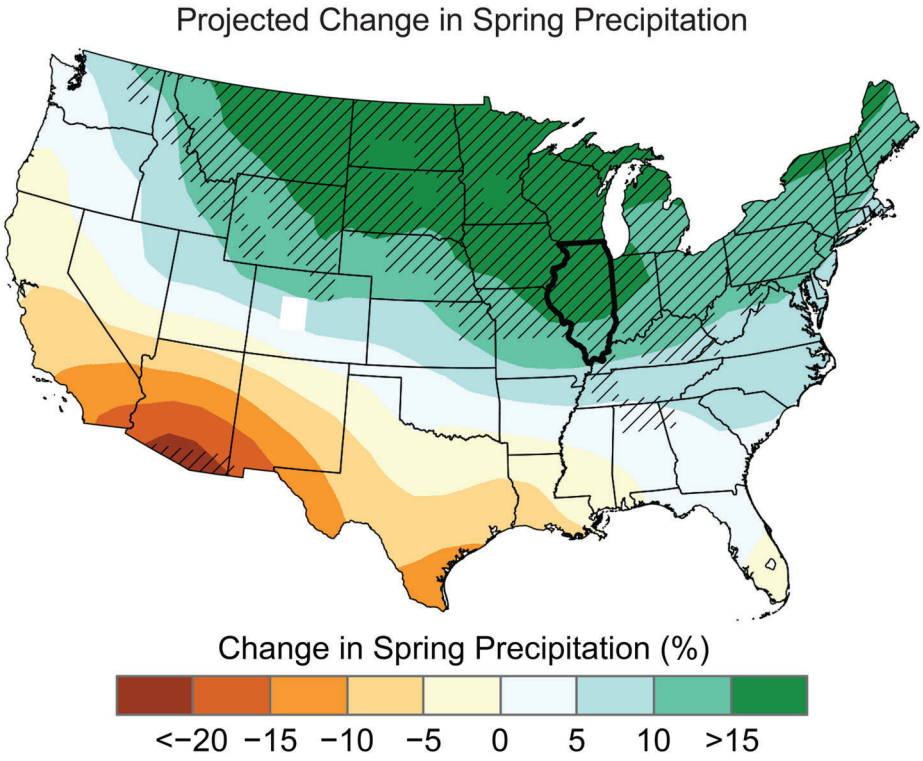
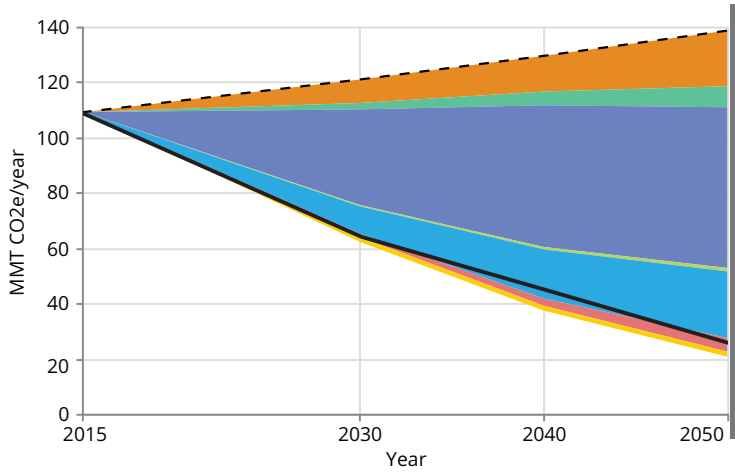


Figure 8: Projected change in spring precipitation (%) for the middle of the 21st century compared to the late 20th century under a higher emissions pathway. Hatching represents areas where the majority of climate models indicate a statistically significant change. Spring precipitation in Illinois is 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**

	Strategy	Municipal Role	Solution Status	GHG Reduction Potential	Cost	Effort Required	Lead Partners & Resources	Achieve Equity	Outcomes (Co-benefits)
a	Establish local sustainability targets that support regional climate objectives.	ENACT	Proven	Enabling	¢	Med	Constituents, non-profits	Engage diverse civic leaders in target-setting and implementation.	Local energy, water conservation, and waste reduction targets aligned; collaborative and accelerated GHG reduction
b	Build and support a resilient local economy that supports climate objectives.	LEAD	Proven		$$	High	Economic development organizations, businesses, academia	Provide access to green jobs; preserve local retail and services in disadvantaged communities.	Local green jobs and sustainable businesses; local production and consumption; reduced transportation costs
c	Integrate smart technology into operations to effectively manage resource consumption.	LEAD ENCOURAGE	Evolving		$$$	High	Gas and electric utilities, tech industry, EMAs, transit agencies	Prioritize smart technology investments in vulnerable communities.	Improved operational performance through 'smart' technology
d	Adopt the Greenest Region Compact and a GRC-based sustainability plan aligned with the regional climate objectives.	ENACT	Proven		$	Med	MMC, StR, nonprofits	Tailor plans to the needs of vulnerable communities	Local plans guide effective action
e	Demonstrate sustainability in municipal operations, purchasing, and through public events.	LEAD	Proven		$	High	Constituents, COGs, vendors	Prioritize small and minority-owned vendors.	Leading by example inspires followers and cooperation across sectors; informed and engaged constituents



MUNICIPAL ROLES IN CLIMATE ACTION

LEAD:
municipalities take actions within their own operations and decisions

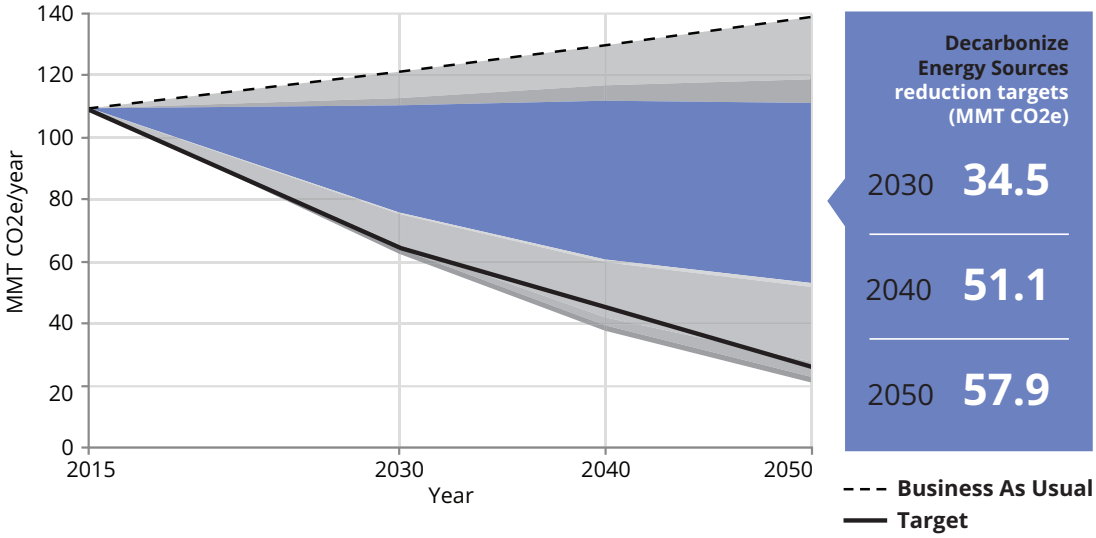
ENCOURAGE:
influence constituents and partners to change behaviors or take action through education collaboration, direct investment and incentives

ENACT:
municipalities enact policies or support other jurisdictions in enacting policies

SUSTAINABLE DEVELOPMENT GOALS ADDRESSED

2. DECARBONIZE **ENERGY SOURCES**

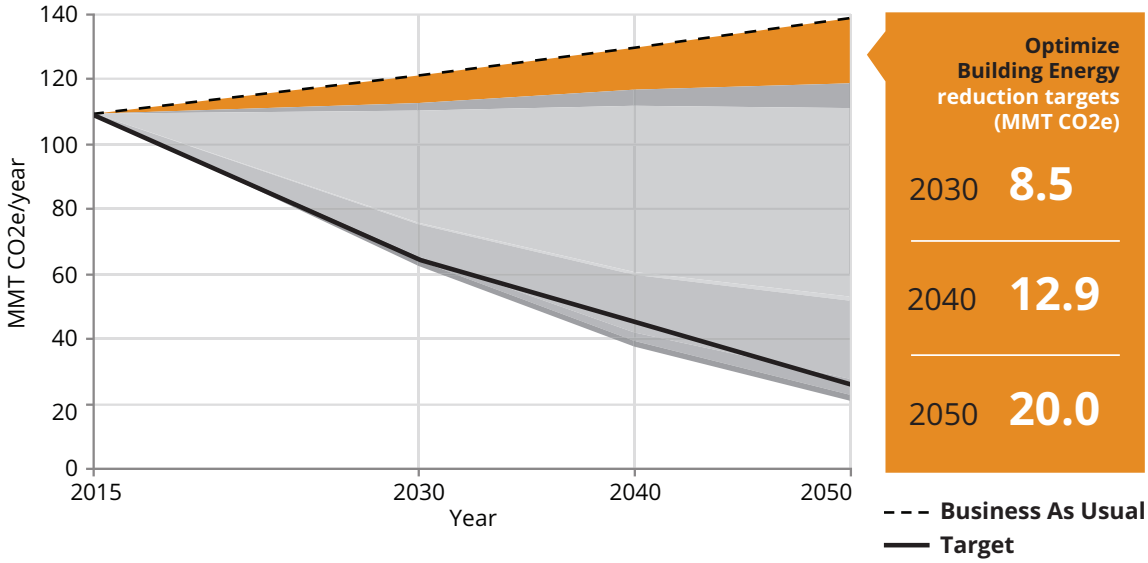
	Strategy	Municipal Role	Solution Status	GHG Reduction Potential	Cost	Effort Required	Lead Partners & Resources	Achieve Equity	Outcomes (Co-benefits)
a	Procure clean energy for municipal operations. Build renewable energy and energy storage capacity.	LEAD	Evolving	High	$$$	High	Clean energy industry, property owners, investors	Prioritize access to clean energy jobs in disadvantaged communities.	Modernized, efficient electric grid; resilient distributed generation; thriving renewable energy industry; reduced long-term utility costs; create clean energy jobs
b	Engage the community to choose clean energy through procurement, aggregation, financing, community solar, and other collaborative programs	ENCOURAGE	Evolving	Enabling	$	Low	Clean energy industry, nonprofits, electric utility, regulators	Provide access to affordable, clean energy.	Expanded market demand for clean energy; informed energy consumers
c	Partner with utilities to complete decarbonization of the local grid, collaborate to decarbonize the multi-state regional grid	ENCOURAGE	Aspirational	High	$$$	High	Electric utility, investors, regulators, clean energy industry	Replace coal-fired and gas-fired power to improve air quality. Support clean energy jobs training for displaced fossil fuel workers.	Elimination fossil-fuel generated electricity; utility-scale solar, wind, and nuclear power generation
d	Explore renewable district energy solutions	ENCOURAGE	Aspirational	High	$$$	High	Clean energy industry, utilities, developers, property owners	Reduce long term energy burden.	Increased resilience and efficiency, reduced long-term costs



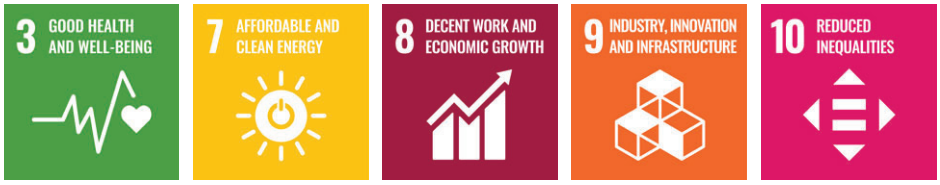
SUSTAINABLE DEVELOPMENT GOALS ADDRESSED

3. OPTIMIZE BUILDING **ENERGY**

	Strategy	Municipal Role	Solution Status	GHG Reduction Potential	Cost	Effort Required	Lead Partners & Resources	Achieve Equity	Outcomes (Co-benefits)
a	Retrofit municipal buildings, facilities, and streetlights for maximum efficiency.	LEAD	Proven	Low	$$	Low	Electric and gas utilities, clean energy industry	Prioritize access to clean energy jobs in disadvantaged communities.	Reduced energy costs; improved building performance; resilient facilities
b	Support electric space and water heating through demonstration and education.	ENCOURAGE	Aspirational	High	$$$	Med	Electric and gas utilities, building owners	Invest in areas vulnerable to poor indoor air quality.	Improved indoor air quality; increases impact of grid decarbonization
c	Engage residential and commercial property owners to optimize building efficiency. Leverage programs such as demand response, energy efficiency, and PACE financing.	ENCOURAGE	Proven	High	$	Low	Homeowners, CAAs, building owners, electric and gas utilities, clean energy industry, IECA, nonprofits	Invest in multi-family housing; reduce household energy burden. Provide energy savings information in all languages and formats.	Reduced energy costs; reduced peak demand; improved building performance; leveraged private investment; resilient buildings; safe and comfortable homes

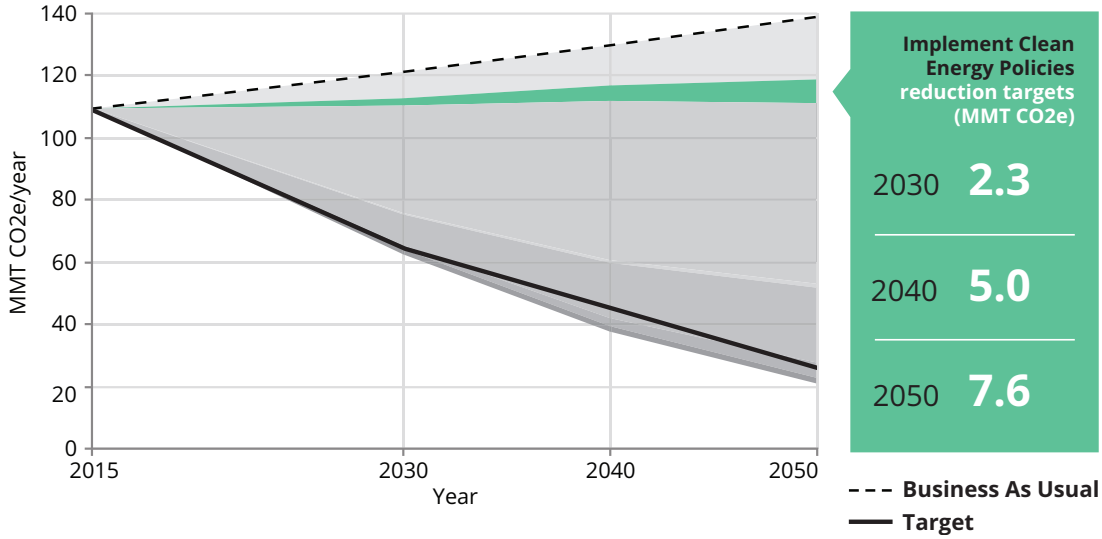


SUSTAINABLE DEVELOPMENT GOALS ADDRESSED



4. IMPLEMENT CLEAN ENERGY POLICIES

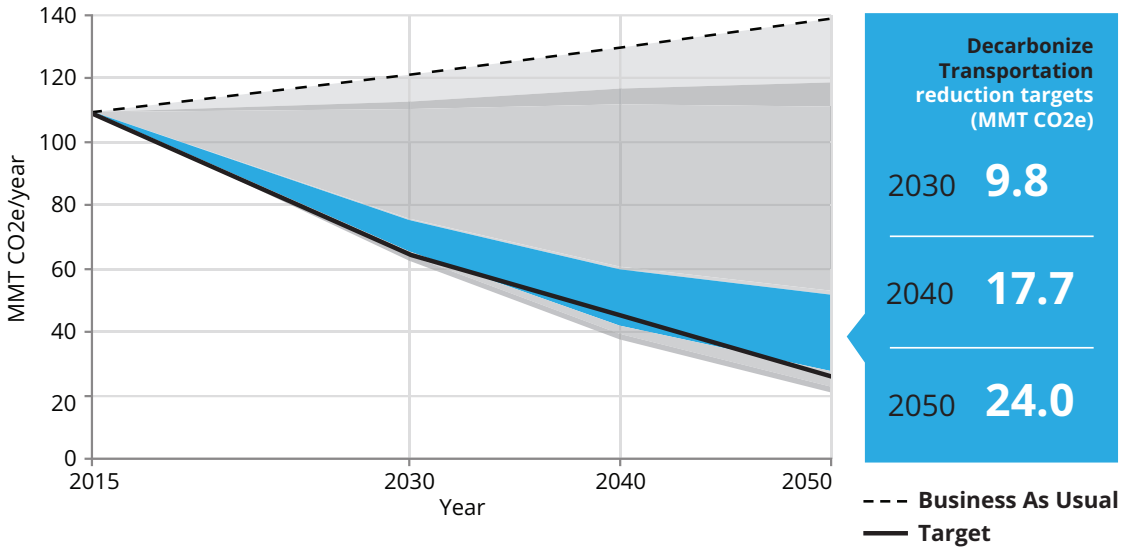
	Strategy	Municipal Role	Solution Status	GHG Reduction Potential	Cost	Effort Required	Lead Partners & Resources	Achieve Equity	Outcomes (Co-benefits)
a	Support robust building energy conservation codes, benchmarking, and building performance standards to optimize energy efficiency for retrofit projects.	ENACT	Evolving	Enabling	$	Med	ICC, IGA	Reduce long-term energy burden. Support retrofits and code compliance for low-income property owners.	Reduced energy and water costs; improved long-term building performance; operational resilience; leveraged private investment; demonstration of technology and design to achieve net-zero
b	Require high performance, all-electric, and net zero new building construction.	ENACT	Evolving	High	$$$	High	Developers, building owners, clean energy industry, gas and electric utilities,		
c	Modernize municipal franchise agreements to leverage invest-ment in clean energy and reduce costs to residents.	ENACT	Contingent	Enabling	$$$	Med High	Gas and electric utilities	Eliminate franchise cost to residents.	Investment in public facilities enabled
d	Adapt zoning codes and streamline devel-opment processes to accelerate investment in solar and other renewable energy systems.	ENACT	Proven	Enabling	$	Med	Clean energy industry, MMC	Make rooftop solar more accessible by reducing soft costs.	Accelerated investment in solar; more affordable, safe and effective renewable energy systems; grid dependency lessened
e	Support state policies to advance clean energy	ENCOURAGE	Evolving	Enabling	¢	Low	ICC, IGA	Assure clean energy investments benefit vulnerable communities	Thriving clean energy industry



SUSTAINABLE DEVELOPMENT GOALS ADDRESSED

5. DECARBONIZE TRANSPORTATION

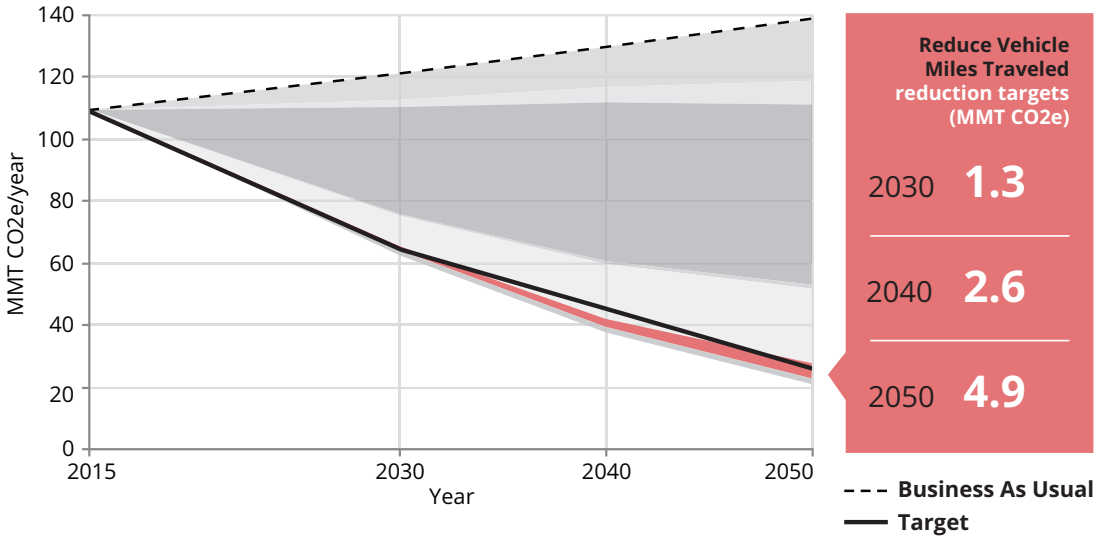
	Strategy	Municipal Role	Solution Status	GHG Reduction Potential	Cost	Effort Required	Lead Partners & Resources	Achieve Equity	Outcomes (Co-benefits)
a	Create accessible and reliable networks of electric vehicle (EV) chargers.	LEAD	Evolving	Enabling	$$	High	IEPA, IDOT, CMAP, electric utility, EV industry, employers, property owners, businesses	Provide access to clean transportation for all, focus on EV infrastructure for workplace and multi-family dwellings; protect vulnerable residents from tailpipe emissions.	Electric vehicles displace internal combustion vehicles
b	Transition fleets to low- and zero-emission vehicles and encourage others to do so. Encourage the switch to electric passenger vehicles.	LEAD ENCOURAGE	Evolving	High	$$$	Med High	IEPA, CTA, Pace, Metra, school districts, public and private fleet operators, nonprofits		Clean, quiet transit and service vehicles; reduced long-term fuel costs; reduced tailpipe emissions
c	Support strong national fuel efficiency standards.	ENCOURAGE	Proven	High	¢	Low	Federal government		Reduced health impacts of tailpipe emissions
d	Enact and enforce anti-idling policies.	ENACT	Proven	Low	$	Low	School districts, transit agencies, institutions and venues		
e	Adapt development processes to accelerate investment in EV charging infrastructure.	ENACT	Evolving	Enabling	$	Med	IDOT, electric utility, EV industry, MMC		Accelerated investment in EV charging infrastructure; reduced soft costs, safe and effective EV charging systems



SUSTAINABLE DEVELOPMENT GOALS ADDRESSED

6. REDUCE VEHICLE MILES TRAVELED

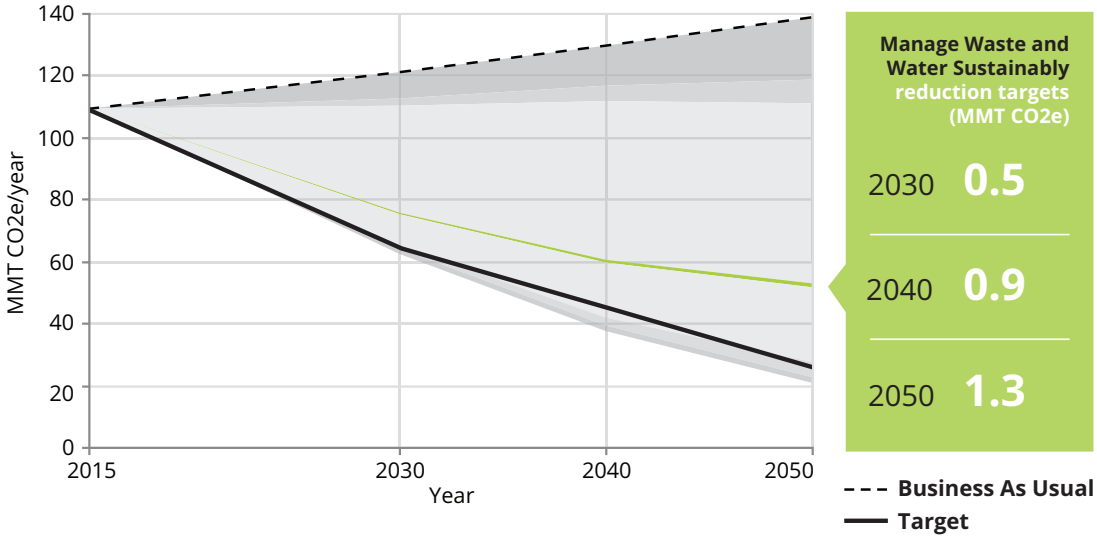
	Strategy	Municipal Role	Solution Status	GHG Reduction Potential	Cost	Effort Required	Lead Partners & Resources	Achieve Equity	Outcomes (Co-benefits)
a	Prioritize transit-oriented development and transit-supportive development.		Evolving	High	$$	High	RTA, CMAP, developers, property owners, economic development organizations	Focus on safe and accessible transportation for vulnerable communities.	Development of more compact, accessible neighborhoods; community cohesion strengthened; burden of owning and maintaining personal vehicle lessened
b	Promote multi-family housing development near transit stations and along transit routes.		Proven		$	Med			
c	Collaborate to enhance regional transit and expand capacity.		Proven	Combined High	$$$	High	CTA, RTA, pace, Metra		Reduced traffic congestion; improved air quality; improved access to economic opportunity through greater mobility
d	Plan and design roadways and corridors to benefit all road users and promote active transportation.		Proven		$$	High	IDOT, RTA, counties	Provide safe and accessible transportation for all.	Safe active transportation; connected communities; reduced tailpipe emissions; improved health and wellness; reduced infrastructure demands for personal vehicles
e	Build and maintain safe, resilient, and accessible active transportation infrastructure.		Proven		$$	High	IDOT, counties, forest preserve districts, park districts, non profits, COGs	Target disadvantaged communities for investment and education.	
f	Encourage walking, biking and transit use through education, incentives, and collaboration.		Proven		$	Low	School districts, non profits, employers, local businesses, institutions, CTA, RTA, Metra, pace		
g	Strategically manage parking policies to promote active and public transportation.		Evolving		$	Med	Local businesses, economic development organizations, CTA, RTA, Metra, pace	Provide safe and accessible transportation for all.	Reduced use of personal vehicles, increased active transportation



SUSTAINABLE DEVELOPMENT GOALS ADDRESSED

7. MANAGE WATER AND WASTE SUSTAINABLY

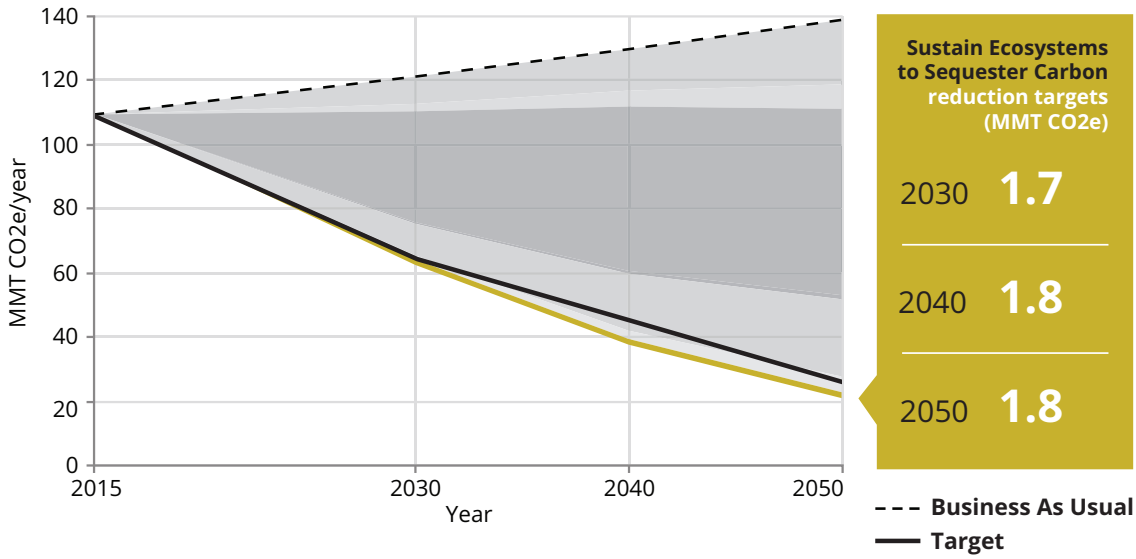
	Strategy	Municipal Role	Solution Status	GHG Reduction Potential	Cost	Effort Required	Lead Partners & Resources	Achieve Equity	Outcomes (Co-benefits)
a	Capture landfill emissions and eliminate pipeline methane emissions.	ENCOURAGE	Proven	Medium	$$	Med High	Landfill operators, clean energy industry	Reduce exposure of vulnerable residents. Site landfills and waste operations to avoid harm to low-income and communities of color.	Reduced methane gas emissions
b	Capture and convert wastewater biogas to energy.	LEAD ENCOURAGE	Proven	Medium	$$$	High	MWRD, POTW		Displacement of fossil fuels
c	Increase composting and biological treatment of waste. Utilize compost and biosolids in landscapes.	LEAD ENCOURAGE	Proven	Low	$$$	High	SWAs, waste industry		Expanded recycling and organic waste industries; value from waste captured
d	Support circular economies.	ENCOURAGE	Evolving	Combined High	$$	High	Economic development organizations, businesses, waste industry	Reduce exposure to litter and illegal dumping. Site landfills and waste operations to avoid harm to low-income and communities of color.	Reduced embedded energy from production, transport, and disposal of materials; reduced persistent waste like plastic; value from waste stream and operations captured; household budgets stretched through smart purchasing
e	Increase the volume of waste that is recycled and composted.	ENCOURAGE	Contingent		$$$	Med	Constituents, employers, local businesses, institutions, waste industry		
f	Reduce energy needed to deliver safe drinking water and shift operations to clean energy sources.	LEAD	Proven	Low	$$	High	Water supply industry	Eliminate lead pipes. Provide access to safe, clean, and affordable water to all.	Modern, resilient, and efficient water utilities
g	Reduce energy needed to manage wastewater and shift operation to clean energy sources.	LEAD	Proven	Low	$$	High	Utilities, POTW	Provide access to safe, clean and affordable water utilities to all.	
h	Encourage water conservation.	ENCOURAGE	Proven	Low	$	Low	Non-profits, water utilities	Reduce water burden.	Conserve water supply



SUSTAINABLE DEVELOPMENT GOALS ADDRESSED

8. SUSTAIN ECOSYSTEMS TO SEQUESTER CARBON

	Strategy	Municipal Role	Solution Status	GHG Reduction Potential	Cost	Effort Required	Lead Partners & Resources	Achieve Equity	Outcomes (Co-benefits)
a	Grow and manage public landscapes to optimize ecosystem services and support biodiversity.	LEAD ENCOURAGE	Proven	Sequestration	$$	High	IDNR, forest preserve & park districts, property owners, businesses, institutions, non-profits, MWRD	Maintain accessible open space to invite safe and healthful activity.	Stormwater managed sustainably; pollinator and wildlife habitat supported; quality open space encourages active transportation and lifestyles
b	Encourage property owners to install and maintain sustainable and native landscapes.	ENCOURAGE	Proven		$	Med	Constituents, property owners, park districts, IDOT	Sustain tree canopy and gardens for desired cooling benefits in vulnerable communities.	
c	Plant trees and sustain the urban forest.	LEAD ENCOURAGE	Proven		$	Med			
d	Encourage citizen tree stewardship.	ENCOURAGE	Proven		¢	Med	Non-profits, public gardens, MWRD, POTW, compost industry		Improved air quality; cooling shade mitigates heat islands; reduced cooling energy demands; enhanced livability
e	Preserve soil through low-impact development and restore soil integrity.	ENACT ENCOURAGE	Aspirational		$$$	High	Developers, counties, MWRD, POTW, compost industry	Remediate contaminated soils and restore nature to sites in vulnerable communities.	Clean water; healthy ecosystems



SUSTAINABLE DEVELOPMENT GOALS ADDRESSED

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.

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.

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.

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 ADAPTION AND MITIGATION BENEFITS

Mitigation Objective	*Outcome/Co-benefits*	*Adaptation Benefit*
Demonstrate Leadership to Reduce Emissions	Engaged constituents, public support, green jobs, efficiencies and cost-savings	More resilient communities
Decarbonize Energy Sources	Cleaner air and water, renewable energy, potential improvements to energy security	More resilient electric grid
Optimize Building Energy	Improved building performance, lower energy costs/energy burden, cleaner air	More resilient buildings
Implement Clean Energy Policies	Clean energy jobs, leveraged investment	Economic development
Decarbonize Transportation	Cleaner air, lower long-term fuel costs, reduced noise pollution, beneficial electrification	Less reliance on vulnerable fuel supply chain
Reduce Vehicle Miles Traveled	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	More resilient transportation systems
Manage Water and Waste Sustainably	Cleaner air and water, less waste	More resilient water and wastewater systems
Sustain Ecosystems to Sequester Carbon	Enhanced ecosystems, preserved biodiversity, improved quality of life and mental health, active and healthy lifestyles	Reduced flooding, cooler communities

Adaptation Objective	*Outcome/Co-benefits*	*Mitigation Benefit*
Engage and educate the community about climate resilience and adaptation	Prepared and engaged constituents, community cohesion, better health outcomes, private property and well-being preserved	Awareness of hazards and impacts builds support for climate mitigation actions
Incorporate equity and inclusion into climate adaptation efforts	Prepared and engaged constituents, community cohesion, improved health equity, private property preserved	
Collaborate and build capacity for more resilient community	Shared and leveraged resources, greater efficiency and outputs, greater adaptive capacity. Property, water supply, and other assets preserved	
Enact plans and policies focused on adaptation and resilience	Prepared assets and operations, greater adaptive capacity. Improved nature, quality of life	Reduced energy demands for water utilities. Healthy ecosystems help sequester carbon
Adapt operations and investments for future climate conditions	Prepared assets and operations, nature, quality of life, property, water supply and other assets preserved	Reduced energy demands for operations

1. ENGAGE AND EDUCATE THE COMMUNITY ABOUT CLIMATE RESILIENCE AND ADAPTATION

SUSTAINABLE DEVELOPMENT GOALS ADDRESSED

	Strategy	Overarching resilience	Heat & Health	Flooding & Homes	Stormwater & Infrastructure	Flooding & Transport	Drought & Water	Air Pollution & Health	Municipal Role	Solution Status	Cost	Effort Required	Lead Partners & Resources	Outcomes (Co-benefits)
a	Inform the community about changing weather hazards and risks. Encourage preparation.	x	x	x				x	ENCOURAGE	Proven	¢	Low	NOAA, GLISA, IEMA, State Climatologist, StR, BRACE DRSC, APWA, stormwater agencies	Prepared and engaged constituents; community cohesion; positive health outcomes; private assets preserved; safe and healthy constituents
b	Engage the community about services that support health and wellness.		x					x	ENCOURAGE	Proven	$	Med	Public health agencies, hospitals, BRACE	
c	Encourage families to prepare an emergency response plan.	x	x	x					ENCOURAGE	Proven	¢	Med	IEMA, Ready.gov	
d	Foster community spirit to recover, adapt and "bounce forward" from disaster.	x	x	x	x	x			ENCOURAGE	Proven	¢	Med-High	Constituents, CBO, FBO	
e	Educate the community about air pollution action days and maintaining healthy indoor air quality.							x	LEAD	Proven	¢	Low	IEPA, IDPH, U.S. EPA	
f	Engage residents and businesses in conserving water.						x		ENCOURAGE	Proven	$	Low	AWWA, JAWA, U.S. EPA Water Sense, CMAP, IISG	Reduced water costs, water supply conserved
g	Promote green infrastructure practices.			x			x		ENCOURAGE	Proven	$	Med-High	U.S. EPA Water Quality scorecard, IISG, CNT, stormwater agencies, non-profits	Reduced energy use for processing stormwater, assets preserved, safe and healthy constituents
h	Encourage residents and businesses to disconnect downspouts from sewers.				x				ENCOURAGE	Proven	$	Med	Stormwater agencies, POTW	
i	Promote IDPH standards for post-flood clean up.			x				x	ENCOURAGE	Proven	¢	Low	IDPH	
j	Support and incentivize overhead sewer conversion in basements.			x					LEAD	Proven	$$	Med-High	MWRD, POTW	

2. INCORPORATE EQUITY AND INCLUSION INTO CLIMATE ADAPTATION EFFORTS

SUSTAINABLE DEVELOPMENT GOALS ADDRESSED

	Strategy	Overarching resilience	Heat & Health	Flooding & Homes	Stormwater & Infrastructure	Flooding & Transport	Drought & Water	Air Pollution & Health	Municipal Role	Solution Status	Cost	Effort Required	Lead Partners & Resources	Outcomes (Co-benefits)
a	Collaborate to ensure residents most vulnerable to heat, air pollution and flooding are connected to relief services.	x	x	x		x	x	x	LEAD ENCOURAGE	Proven	$	Med	CAA, BRACE, public health organizations, CBO, FBO, IEMA	Health & well-being of most vulnerable residents protected, equitable access to health, services, and opportunity; equitable investment; positive health outcomes
b	Include vulnerable populations in planning and prioritize investments to protect them.	x	x	x	x	x	x	x	LEAD	Proven	$	Med	CMAP, CBO, public health organizations, BRACE	
c	Ensure that high quality essential human services programs are available and utilized.		x				x	x	ENCOURAGE	Proven	$$	Med	CBO, FBO, public health organizations,	
d	Assess local air quality and take action to protect vulnerable populations from pollution.							x	ENCOURAGE	Contingent	$	Med	IEPA, public health agencies, BRACE, RHA	
e	Provide effective and accessible cooling interventions to vulnerable residents.		x						LEAD ENCOURAGE	Evolving	$$	Med	Park districts, public health agencies,cultural venues, transit services	
f	Assure community education messages are accessible in all languages and formats.	x	x	x	x	x	x	x	LEAD	Proven	$	Low	Non-profits,, ADA coordinators	Reduced water costs, water supply conserved
g	Assure affordable access to safe drinking water for all.						x		LEAD	Proven	$$$	High	AWWA, JAWA, U.S. EPA, ISWS, CMAP, MPC	Reduced energy use for processing stormwater, assets preserved, safe and healthy constituents
h	Assure transit routes serving vulnerable populations are accessible and operable during weather events.					x			ENCOURAGE	Evolving	$$	High	RTA, CTA, Metra, pace, BRACE, public health agencies	

3. COLLABORATE AND BUILD CAPACITY FOR MORE RESILIENT COMMUNITY

SUSTAINABLE DEVELOPMENT GOALS ADDRESSED

	Strategy	Overarching resilience	Heat & Health	Flooding & Homes	Stormwater & Infrastructure	Flooding & Transport	Drought & Water	Air Pollution & Health	Municipal Role	Solution Status	Cost	Effort Required	Lead Partners & Resources	Outcomes (Co-benefits)
a	Coordinate resiliency efforts with federal, state and regional agencies.	x		x	x	x	x		LEAD ENCOURAGE	Contingent	$$	High	FEMA, IEMA, EMA, MABAS, NIMS, IDNR, IDOT,CMAP, counties, public health agencies, park and forest preserve districts, utilities, StR, DRSC	Shared and leveraged resources, optimized efficiency and outputs; greater adaptive capacity; assets preserved
b	Strengthen emergency and adaptive response skills among staff, civic leaders, and allied organizations.	x	x	x				x	LEAD	Proven	$	Med	FEMA, IEMA, NIMS, IAFSM, APWA, AWWA, MABAS, public health agencies	
c	Develop an emergency transportation and logistics plan to move vital resources.					x			LEAD ENCOURAGE	Evolving	$$	High	IEMA, IDOT,counties, EMA, APWA, public health agencies	Vital services and economy protected
d	Monitor and share real-time roadway conditions.					x			LEAD ENCOURAGE	Evolving	$	Low	IDOT, counties, townships, APWA	Timely and targeted response to climate hazards
e	Access and share timely weather data.	x		x					LEAD	Proven	¢	Low	NOAA, NWS, State Climatologist	
f	Facilitate compliance with federal air quality standards by businesses.		x					x	ENCOURAGE	Contingent	$	Med-High	IEPA, U.S. EPA	Constituents protected from extreme heat
g	Identify and mitigate urban heat islands.		x						ENCOURAGE	Evolving	$$$	High	U.S. EPA, USFS, GLISA, IEPA, State Climatologist utilities, park & forest preserve districts, public health agencies	
h	Manage public and private landscapes to optimize ecosystem services and support biodiversity.	x						x	LEAD ENCOURAGE	Proven	$$$	High	USFS, IDNR, park & forest preserve districts, SWCD, CW, watershed organizations, non profits	Natural systems optimized for resiliency and public well-being; air and water quality protected; threats from stormwater and heat islands managed
i	Collaborate to sustainably manage regional water supply.						x		LEAD ENCOURAGE	Evolving	$$$	High	ISWS, IDNR, CMAP, MPC	Water supply protected and conserved
j	Monitor and protect water quality in private wells.						x		ENCOURAGE	Evolving	$$	Med	BACOG, ISWS	
k	Collaborate to sustainably manage stormwater.				x				LEAD ENCOURAGE	Evolving	$$$	High	U.S. EPA, FEMA, IEMA, IAFSM, stormwater agencies, SWCS, IDNR, counties, townships, park & forest preserve districts, IDOT & transportation agencies	Resources shared and leveraged; greater adaptive capacity, flood impacts reduced; assets preserved

4. ENACT PLANS AND POLICIES FOCUSED ON ADAPTATION AND RESILIENCE

SUSTAINABLE DEVELOPMENT GOALS ADDRESSED

	Strategy	Overarching resilience	Heat & Health	Flooding & Homes	Stormwater & Infrastructure	Flooding & Transport	Drought & Water	Air Pollution & Health	Municipal Role	Solution Status	Cost	Effort Required	Lead Partners & Resources	Outcomes (Co-benefits)
a	Adopt and integrate county hazard mitigation plan into local plans and policies.	x			x	x			ENACT	Proven	$$	Med-High	FEMA, BRIC, IEMA, ISI, counties, APA, CMAP	Assets and operations prepared; greater adaptive capacity; investments protected; safe and healthy constituents
b	Integrate climate impacts and vulnerability into relevant plans and regulations.	x			x			x	ENACT	Evolving	$$	High	APA, APWA, stormwater agencies, CMAP	
c	Proactively update codes and standards to reflect evolving climate conditions.	x	x					x	ENACT	Evolving	$$	Med	CMAP, ICC, IDNR, ISI, GLISA, stormwater agencies	
d	Incentivize or require resilient building design.	x	x	x					ENACT ENCOURAGE	Evolving	$$	Med	APA, ISI	
e	Guide future development to conserve land and ecosystems services.	x	x	x	x				ENACT ENCOURAGE	Proven	$$$	High	CMAP, APA	Landscapes preserved and optimized for ecosystem services; more pervious surfaces; more sustainable transportation systems; energy and resources conserved; positive health outcomes; greater adaptive capacity; planning for prioritized investment; assets protected; safe and healthy constituents
f	Promote connected, complete, and walkable neighborhoods.		x			x			ENACT ENCOURAGE	Evolving	$$$	Med-High	CMAP, APA	
g	Prioritize transit-oriented development and transit-supportive development.	x				x			ENACT ENCOURAGE	Evolving	$$$	High	CMAP, APA, RTA	
h	Participate in the Community Rating System and National Flood Insurance Program.	x		x	x				ENACT LEAD	Proven	$$	Med-High	FEMA, IEMA, IDNR, CRS, NFIP, IAFSM	
i	Protect surface and groundwater from contamination.						x		ENACT ENCOURAGE	Proven	$$$	High	IEPA, IDNR, ISWS, counties, watershed organizations	Water supply protected and conserved; safe and healthy constituents
j	Allow developments flexibility to meet stormwater requirements.				x				ENACT ENCOURAGE	Proven	$$	Med-High	APA, counties, stormwater agencies	Landscapes conserved for ecosystem services; energy and resources conserved
k	Adopt a water conservation plan.						x		ENACT	Evolving	$$	High	CMAP, AWWA, U.S. EPA WaterSense, IISG	Water supply protected and conserved; energy for water distribution conserved, costs reduced
l	Enact and enforce outdoor watering regulations responsive to drought conditions.						x		ENACT	Proven	$	Med	CMAP, NWPA, MPC, IISG	
m	Optimize tree planting and protect existing trees for maximum shading and stormwater benefits.		x	x					LEAD ENACT ENCOURAGE	Proven	$$	High	USFS, IDNR, utilities, public gardens, watershed organizations, stormwater agencies, SWCD, park & forest preserve districts	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

	Strategy	Overarching resilience	Heat & Health	Flooding & Homes	Stormwater & Infrastructure	Flooding & Transport	Drought & Water	Air Pollution & Health	Municipal Role	Solution Status	Cost	Effort Required	Lead Partners & Resources	Outcomes (Co-benefits)
a	Integrate stormwater management into transportation projects.				x	x			LEAD ENCOURAGE	Evolving	$$$	Med-High	IDOT, counties, townships, GLISA, RTA, CTA, Metra, pace	Assets and operations prepared; greater adaptive capacity; assets protected; services and economy protected; mobility maintained
b	Assess and adapt vulnerable infrastructure to be responsive to changing climate conditions.	x			x	x	x		LEAD ENCOURAGE	Evolving	$$$	Med-High	StR, IDOT, counties, townships, ISI, APWA	
c	Acquire and remove floodprone homes			x					ENCOURAGE	Proven	$$$	High	Counties, FEMA, IEMA, IDNR	
d	Respond to weather events to ensure mobility					x			LEAD ENCOURAGE	Proven	$$	High	IDOT,counties, townships, RTA, CTA, Metra, pace	
e	Manage public and private landscapes to provide accessible recreation and optimize ecosystem services.	x	x					x	LEAD	Proven	$$$	High	Park & forest preserve districts, SWCD, watershed organizations, IAFSM	Greater adaptive capacity, community cohesion, natural systems optimized for resiliency and public well-being; air and water quality improved; threats from stormwater and heat islands managed
f	Establish green infrastructure and include maintenance in capital improvement plans.				x				LEAD	Proven	$$$	High	MWRD, stormwater agencies, IEPA, IISG	Water quality protected; assets protected; flood impacts reduced
g	Assess and adapt stormwater systems to respond to future rainfall projections.				x				LEAD	Evolving	$$$	High	ISWS, IEPA, state climatologist, IAFSM, stormwater agencies, POTW, APWA	
h	Create resilient water utilities through efficiency, conservation, demand management, technology, and flexible operations.						x		LEAD	Proven	$$$	High	AWWA, JAWA, U.S. EPA CMAP, MPC	Water supply protected and conserved; energy conserved

APPENDIX F:

KEY PARTNERS TO MUNICIPALITIES, RESOURCES TO SUPPORT IMPLEMENTATION

Key Partners to Municipalities and Resources	Abbreviation
Academia	
American Public Works Association	APWA
American Water Works Association	AWWA
Barrington Area Council of Governments	BACOG
Building owners	
Building Resilient Infrastructure and Communities, Federal Emergency Management Agency	BRIC, FEMA
Businesses	
Center for Neighborhood Technology	CNT
Chicago Metropolitan Agency for Planning	CMAP
Chicago Transit Authority	CTA
Chicago Wilderness	
Clean energy industry	
ComEd	
Community Action Agencies	CAAs
Community organizations	CBOs
Community Rating System	CRS
Constituents	
Councils of governments	COGs
Counties	
Cultural venues	
Developers	
Disaster Resilience Scorecard for Cities	DRSC
Economic development organizations	
Electric vehicle industry	EVSE

Key Partners to Municipalities and Resources	Abbreviation
Emergency Management Agencies (federal, state, county)	
Employers	
Faith-based organizations	FBO
Federal Emergency Management Agency	FEMA
Federal government	
Forest preserve districts	
Freight industry	
Great Lakes Integrated Sciences and Assessments	GLISA
Homeowner associations	HOA
Homeowners	
Hospitals	
Illinois Association of Floodplain & Stormwater Managers	IAFSM
Illinois Energy Conservation Authority	IECA
Illinois Department of Natural Resources	IDNR
Illinois Department of Transportation	IDOT
Illinois Emergency Management Agency	IEMA
Illinois Environmental Protection Agency	IEPA
Illinois General Assembly	IGA
Illinois State Water Survey	ISWS
Illinois-Indiana Sea Grant	IISG
Institute for Sustainable Infrastructure	ISI
Institutions	
International Code Council	ICC
Investors	

Key Partners to Municipalities and Resources	Abbreviation
Joint Water Action Water Agency	JAWA
Land trusts	
Landfill operators	
Local businesses	
Metra	
Metropolitan Mayors Caucus	MMC
Metropolitan Planning Council	MPC
Metropolitan Water Reclamation District	MWRD
Municipal Americans with Disabilities Act Coordinators	ADA
Mutual Aid Box Alarm System	MABAS
National Incident Management	
National Oceanic Atmospheric Administration	NOAA
National Oceanic Atmospheric Administration, Steps to Resilience	NOAA
National Weather Service	NWS
Non-profits	
Northwest Water Planning Alliance	NWPA
Other jurisdictions	
Pace Suburban Bus	Pace
Park districts	
Property owners	
Public and private fleet operators	
Public gardens	
Public health agencies (state, county)	
Publicly owned treatment works	POTW

Key Partners to Municipalities and Resources	Abbreviation
Ready.gov	
Regional Transportation Authority	RTA
Regulators	
Respiratory Health Association	RHA
School districts	
Soil and water conservation districts	SWCD
Solid waste agencies	SWA
State Climatologist	
Stormwater agencies	
Technology industry	
Townships	
Transportation agencies (county, township)	
Universities	
University of Illinois, BRACE	BRACE
U.S. Environmental Protection Agency	U.S. EPA
U.S. Environmental Protection Agency Water Quality Scorecard	U.S. EPA
U.S. Environmental Protection Agency Water Sense	U.S. EPA
U.S. Forest Service	USFS
Utilities (gas and electric)	
Vendors	
Waste haulers	
Waste industry	
Water supply industry	
Watershed organizations	

APPENDIX G:

CLIMATE RISK AND VULNERABILITY ASSESSMENT

HAZARDS

Climate Hazard	*Probability*	*Consequence*	*Risk*
Extreme Heat	3	3	**9**
Drought	2	3	**6**
Severe Thunderstorms	2	2	**4**
Flooding	3	3	**9**
Severe Winter Weather	2	2	**4**

ADAPTIVE CAPACITY

Factor	*Degree of Challenge*
Access to Basic Services	Moderate
Public Health	Moderate
Housing	Moderate
Inequality	High
Economic Health	Moderate
Government Capacity	High
Resource Availability	High

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).

Probability
3

GCoM Options		
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 of 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).

Consequence
3

GCoM Options		
3	High	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	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.
0	Do not know	City has not experienced or observed climate hazards in the past of 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]

Risk
9

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]

INTENSITY

How strong the hazard is

Change in Intensity
Increase | Decrease | No change | Not known
Increase

FREQUENCY

How often the hazard occurs in the region

Change in Frequency
Increase | Decrease | No change | Not known
Increase

TIMESCALE

How often the hazard occurs in the region

Change in Frequency
Immediately | Short Term (by 2025) | Medium Term (by 2050) | Long Term (after 2050) | Not known
Short Term

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.

Sectors, Assets, and Services	***Magnitude of Future Impact*** *Low | Moderate | High | Unknown*	***Description***
Transport	**High**	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]
Water Supply and Sanitation	**Moderate**	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.**
Residential	**Moderate**	**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.**
Commercial	**Moderate**	Flooding and transportation or electricity outages can affect local business operations and employee commutes [1]
Environment, Biodiversity, and Forestry	**Moderate**	Ravine and slope degradation [5]
Public Health	**Moderate**	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.**

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.

Vulnerable Groups		
Women and Girls	**Marginalized Groups**	Unemployed Persons
Children and Youth	**Persons with Disabilities**	**Persons in Sub-Standard Housing**
Elderly	**Persons with Chronic Diseases**	Other
Indigenous Populations	**Low-Income Households**	

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).

Probability
3

GCoM Options		
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 of 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).

Consequence
3

GCoM Options		
3	High	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	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.
0	Do not know	City has not experienced or observed climate hazards in the past of 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]

Risk
9

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]

INTENSITY

How strong the hazard is

Change in Intensity
Increase | *Decrease* | *No change* | *Not known*
Increase

FREQUENCY

How often the hazard occurs in the region

Change in Frequency
Increase | *Decrease* | *No change* | *Not known*
Increase

TIMESCALE

How often the hazard occurs in the region

Change in Frequency
Immediately | *Short Term (by 2025)* | *Medium Term (by 2050)* | *Long Term (after 2050)* | *Not known*
Short Term

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.

Sectors, Assets, and Services	***Magnitude of Future Impact*** *Low* | *Moderate* | *High* | *Unknown*	***Description***
Public Health	**High**	Air pollution, especially ozone, would get worse because of higher temperatures, aggravating chronic health conditions [4] Heat waves have caused illnesses, hospitalizations, and deaths in vulnerable communities [1] Additional heat-related deaths [1]
Society / Community and Culture	**Moderate**	Extreme heat may discourage outdoor activity during the summer months, weakening communal ties in residential areas
Environment, Biodiversity, and Forestry	**High**	Increased temperatures are expected to exacerbate the presence of invasive species and diseases that have affected the region's forestry [1] Overnight low temperatures over 80F have the potential to have even more harmful effects on humans, livestock, and vegetation [3] Tree deterioration and fire risk [5]
Transport	**Moderate**	During the summer months, extreme heat could cause more pavement and railways to buckle, disrupting traffic and endangering commuters. [4]
Energy	**Moderate**	More extreme heat would also increase demand for energy, leading to more blackouts and brownouts as demand surpasses capacity [4]
Emergency Services	**Moderate**	Strain on emergency services [5]
Food and Agriculture	**Moderate**	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]

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.

Vulnerable Groups		*Description*
Women and Girls	**Persons with Chronic Diseases**	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]
Children and Youth	**Low-Income Households**	
Elderly	Unemployed Persons	
Indigenous Populations	**Persons in Sub-Standard Housing**	
Marginalized Groups	**Other**	
Persons with Disabilities		

Heat Vulnerability				
Socioeconomic Characteristic	**Regional Population**		**Top 10 Percent Hottest Census Tracts Based on Land Surface Temperature**	
	Count	***Percent***	***Count***	***Percent***
Total Population	8,459,768	100%	511,171	100%
Elderly Population (over 65 years)	1,013,640	12.0%	45,368	9.2%
People of Color	4,030,135	47.6%	381,249	73.7%
Limited English Proficiency	1,029,670	12.2%	144,993	27.2%
Family Income below Poverty Level	1,160,842	13.7%	101,134	19.7%
No Health Insurance Coverage	1,146,328	13.6%	125,787	23.0%

Source: 2010–14 American Community Survey, 2010 U.S. Census, and CMAP analysis derived from Landsat 8.

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).

Probability
2

GCoM Options		
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 of 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).

Consequence
3

GCoM Options		
3	High	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	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.
0	Do not know	City has not experienced or observed climate hazards in the past of 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]

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]

INTENSITY

How strong the hazard is

Change in Intensity
Increase | *Decrease* | *No change* | *Not known*
Increase

FREQUENCY

How often the hazard occurs in the region

Change in Frequency
Increase | *Decrease* | *No change* | *Not known*
Increase

TIMESCALE

How often the hazard occurs in the region

Change in Frequency
Immediately | *Short Term (by 2025)* | *Medium Term (by 2050)* | *Long Term (after 2050)* | *Not known*
Medium Term

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.

Sectors, Assets, and Services	*Magnitude of Future Impact* *Low* | *Moderate* | *High* | *Unknown*	*Description*
Water Supply and Sanitation	**Moderate**	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.**
Food and Agriculture	**Moderate**	Irrigation for agriculture is projected to see the largest relative increase in water demand compared to any other water use [1]
Environment, Biodiversity, and Forestry	**Moderate**	An increase in projected summertime droughts will lead to ecosystem stress and habitat loss [1]

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.

Vulnerable Groups			*Description*
Women and Girls	Marginalized Groups	Unemployed Persons	Communities who are dependent upon already stressed groundwater supplies [4]
Children and Youth	Persons with Disabilities	Persons in Sub-Standard Housing	
Elderly	Persons with Chronic Diseases	Other	
Indigenous Populations	Low-Income Households		

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).

Probability
2

GCoM Options		
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 of 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).

Consequence
2

GCoM Options		
3	High	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	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.
0	Do not know	City has not experienced or observed climate hazards in the past of 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]

Risk
4

Qualifying Impacts

INTENSITY

How strong the hazard is

Change in Intensity
Increase | *Decrease* | *No change* | *Not known*
Increase

FREQUENCY

How often the hazard occurs in the region

Change in Frequency
Increase | *Decrease* | *No change* | *Not known*
Increase

TIMESCALE

How often the hazard occurs in the region

Change in Frequency
Immediately | *Short Term (by 2025)* | *Medium Term (by 2050)* | *Long Term (after 2050)* | *Not known*
Not known

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.

Sectors, Assets, and Services	***Magnitude of Future Impact*** *Low* | *Moderate* | *High* | *Unknown*	***Description***
Public Health	**Low**	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.**
Energy	**Moderate**	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]

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.

Vulnerable Groups		
Women and Girls	Marginalized Groups	Unemployed Persons
Children and Youth	Persons with Disabilities	**Persons in Sub-Standard Housing**
Elderly	Persons with Chronic Diseases	Other
Indigenous Populations	**Low-Income Households**	

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).

Probability
2

GCoM Options		
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 of 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).

Consequence
2

GCoM Options		
3	High	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	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.
0	Do not know	City has not experienced or observed climate hazards in the past of 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]

Risk
4

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

Change in Intensity
Increase | *Decrease* | *No change* | *Not known*
Increase

FREQUENCY

How often the hazard occurs in the region

Change in Frequency
Increase | *Decrease* | *No change* | *Not known*
Mixed

TIMESCALE

How often the hazard occurs in the region

Change in Frequency
Immediately | *Short Term (by 2025)* | *Medium Term (by 2050)* | *Long Term (after 2050)* | *Not known*
Mixed

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.

Sectors, Assets, and Services	*Magnitude of Future Impact* *Low* | *Moderate* | *High* | *Unknown*	*Description*
Transport	**Moderate**	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.)**
Energy	**Low**	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**
Water Supply and Sanitation	**Moderate**	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]
Public Health	**Moderate**	More frequent and intense storms would also increase the risk of accidents, particularly on roads. [4]
Environment, Biodiversity, and Forestry	**Moderate**	**Increased salt use during freezing rain events may impact regional ecosystems. Freezing rain may also damage forest ecosystems.**

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.

Vulnerable Groups		
Women and Girls	Marginalized Groups	Unemployed Persons
Children and Youth	Persons with Disabilities	Persons in Sub-Standard Housing
Elderly	Persons with Chronic Diseases	Other
Indigenous Populations	Low-Income Households	

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.

Factor *Select from dropdown*	***Effect on Adaptive Capacity***	***Degree of Challenge*** *High | Moderate | Low | No Change/Do Not Know*
Access to Basic Services	Transportation and power disruptions [1]	**Moderate**
Public Health	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]	**Moderate**
Housing	Widespread and chronic flooding has damaged homes (sometimes irreparably), causing evacuations and significant costs [1]	**Moderate**
Inequality	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]	**High**
Economic Health	Slow rate of growth, declining sales and manufacturing production [1]	**Moderate**
Government Capacity	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]	**High**
Resource Availability	**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 revers used for water supply.**	**High**

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

MMC NOAA

ATTACHMENT 3

Organizations That Supported the Climate Action Plan for the Chicago Region by Resolution

	Community	Resolution Date
1	Batavia	9/20/21
2	Broadview	11/1/21
3	Brookfield	9/27/21
4	Chicago Heights	10/6/21
5	Chicago Ridge	9/21/21
6	Des Plaines	10/18/21
7	Elgin	10/27/21
8	Geneva	9/20/21
9	Hanover Park	10/7/21
10	Highland Park	9/27/21
11	Hoffman Estates	10/4/21
12	Lindenhurst	10/11/21
13	Niles	10/26/21
14	Northlake	10/4/21
15	Palos Park	10/25/21
16	Posen	9/28/21
17	River Forest	10/13/21
18	Sugar Grove	11/2/21
19	Westmont	9/23/21
20	Wilmette	9/28/21

	Councils of Governments or Other Entity	Resolution Date
1	Metro West Council of Governments	9/30/21
2	Northwest Municipal Conference	10/13/21
3	South Suburban Mayors & Managers	10/21/21
4	MWRD	9/2/21

Agenda Item Executive Summary

Title: Resolution No. R-25-2022: Approving an Agreement with Meade Inc. for the Installation of a 138kV to 12.47kV Substation Transformer (Adoption)

Presenter: Brian Keys - Director of Water & Electric & Nicholas Narhi, Assistant Director

Agenda Date: 02/15/22

Consent: ☐ YES ☑ NO

☐ Ordinance
☑ Resolution
☐ Bid Authorization/Award
☐ Policy Direction
☐ Informational Only

Item History:

The Five Year Capital Plan contains projects for the planned expansion of the Northfield Substation. Expansion of the substation is being undertaken to improve system contingency related to the electric system's sources of power. At the April 20, 2021 Village Council Meeting, the Council approved a contract with WEG Transformers for the purchase of a 138kV to 12.47kV transformer. Staff is anticipating the arrival of the new transformer in May of 2022.

The proposed 2022 Electric Fund Budget contains $220,000 (account #500.42.36-660) for the installation of the transformer.

Executive Summary:

On January 6, 2022, the Village issued Request For Bid (RFB) #022-001 for installation of the 138kV to 12.47kV substation transformer at the Village's Northfield Substation. The bid was posted to the on-line bidding service Demand Star and notices were sent to six contractors.

The bid scope requires the contractor to provide the material, labor and equipment for the following work activities associated with the installation of the 138kV transformer:

- Crane rental for the off-loading and placement of the transformer when it arrives from manufacturer (~May 2022).
- Crane rental for the placement of the 138kV metering units on the existing structures in the substation yard.
- Installation of additional underground conduits in the substation yard between the new transformer, existing 138kV switches and control building.
- Electrical material and labor for the connection of the transformer to the 138kV bus.
- Installation labor to install four sets of 12kV cable and perform electrical tests after the Village line crew terminates the cable.
- Material, installation and termination of low voltage cabling between the transformer and other devices in the substation.
- Labor to support the startup and commissioning activities associated with the 138kV transformer (~June 2022).

The bidders were required to provide a contract bond and the successful bidder will be required to provide a performance bond.

The bid deadline was January 27, 2022, with the Village receiving only one bid. Meade Inc. submitted a bid in the amount of $315,775. The bid analysis was performed by Strand Associates. Strand found Meade, Inc. to be a responsive bidder. Strand Associates has previously worked with the bidder on other medium substation projects. Staff concurs with their recommendation to utilize Meade, Inc. for the transformer installation. Meade was previously awarded a contract by the Village to install the 15kV switchgear for the Northfield Substation project (Reference Resolution No. R-74-2020). Work performed by the contractor under the switchgear installation contract was acceptable to staff. The contractor's familiarity with the substation and the switchgear wiring will be beneficial during the installation of the substation transformer.

Executive Summary (continued):

In regard to the limited bid responses, an outreach to four other contractors was completed. Contractors provided the following responses for their decision not to bid the project. One contractor cited being "booked" for the entire year and lacked the resources to complete the job. Another contractor elected not to bid based on the legal terms and conditions of the contract and the likely amount of legal assistance required to negotiate alternative language. Another contractor elected not to bid once they determined that another respondent was bidding, whom they were going to use a sub-contractor, leading them to believe they could not be the successful low bidder.

The 2022 Electric Fund Budget contains $220,000 (account #500.42.36-660) for installation and commissioning of the substation transformer. The budgeted amount for fiscal year 2022 was developed in August/September of 2021. At that time, the design and bid specification for the installation of the substation transformer were still under development. When the design and bid specification were completed, the engineer's opinion of probable cost was increased to $283,000. As noted in the Engineer's Resulting Bid Tabulation (Exhibit A), market conditions for utility related material and services have been volatile.

At this time, staff is not recommending any specific offset to address the $95,775 of cost that exceeds the budgeted amount. A portion of the substation work associated with the revenue metering will be reimbursed by IMEA. At a minimum, the agency would be responsible for $10,443. Some additional cost may be allocated to the agency when the contractor submits the required schedule of values. The remaining amount of project cost, $85,332, will be incurred by the Electric Fund Capital Budget, available fund balance. The estimated year-end cash "on-hand" for the Electric Fund is $3.2 million.

Resolution No. R-25-2022, prepared by the Village Attorney, authorizes the Village President and Village Clerk to execute and attest an agreement with Meade, Inc. for the installation of the substation transformer in an amount not to exceed, $315,775.

Recommendation:

Consider adoption of Resolution No. R-25-2022, approving an agreement with Meade Inc. for the installation of a 138kV To 12.47kV substation transformer, in an amount not to exceed $315,775.

Attachments:

1. Resolution No. R-25-2022: Approving an Agreement with Meade Inc. for the Installation of a 138kV to 12.47kV Substation Transformer

2. Contract for the Installation of 138kV to 12.47kV Substation Transformer

3. Engineer's Resulting Bid Tabulation dated January 31, 2022

ATTACHMENT 1

RESOLUTION NO. R-25-2022

A RESOLUTION APPROVING AN AGREEMENT WITH MEADE, INC. FOR THE INSTALLATION OF A 138KV TO 12.47KV SUBSTATION TRANSFORMER

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution authorizes the Village of Winnetka (***"Village"***) to contract with individuals, associations, and corporations in any manner not prohibited by law or ordinance; and

WHEREAS, the Village issued request for bids No. 022-001 (***"Request for Bids"***) seeking qualified firms to complete the installation of a new 138kV to 12.47kV substation transformer at the Water & Electric Department's Northfield Substation (***"Services"***); and

WHEREAS, the Village received one bid (***"Bid")*** to provide the Services and opened the Bid on January 27, 2022; and

WHEREAS, pursuant to Chapter 4.12 of the Village Code and the Village's purchasing manual, the Village Council has determined that Meade, Inc. of Willowbrook, Illinois (***"Contractor"***) is the lowest responsible bidder to provide the Services; and

WHEREAS, the Village Council desires to enter into an agreement with Contractor for the provision of the Services from Contractor in an amount not to exceed $315,775.00 (***"Agreement"***); and

WHEREAS, the Village Council has determined that it is in the best interests of the Village and its residents to enter into the Agreement with Contractor;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the Village of Winnetka, Cook County, Illinois, as follows:

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

SECTION 2: APPROVAL OF AGREEMENT. The Village Council hereby approves the Agreement in substantially the form attached as **Exhibit A**, and in a final form approved by the Village Attorney.

SECTION 3: AUTHORIZATION TO EXECUTE AGREEMENT. The Village Council hereby authorizes and directs the Village President and the Village Clerk to execute and attest, respectively, on behalf of the Village, the final Agreement.

SECTION 4: EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval according to law.

[SIGNATURE PAGE FOLLOWS]

ADOPTED this 15th day of February, 2022, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

Signed

_____

Village President

Countersigned:

_____

Village Clerk

EXHIBIT A

AGREEMENT

ATTACHMENT 2

VILLAGE OF WINNETKA
CONTRACT FOR THE INSTALLATION OF
138 KV TO 12.47 KV SUBSTATION TRANSFORMER

BID PACKAGE

BIDDER'S PROPOSAL

Full Name of Bidder Meade Inc. ("Bidder")

Principal Office Address 625 Willowbrook Center Parkway Willowbrook, IL 60527

Local Office Address 625 Willowbrook Center Parkway Willowbrook, IL 60527

Contact Person Chuck Anderson Telephone 708-642-0387

TO: Village of Winnetka ("Owner")
510 Green Bay Road
Winnetka, IL 60093
Attention: Assistant Finance Director

Bidder warrants and represents that Bidder has carefully examined the Work Site described below and its environs and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos. 1, which are securely stapled to the end of this Bidder's Proposal [if none, write "NONE"] ("Bid Package").

Bidder acknowledges and agrees that all terms capitalized in this Bidder's Proposal shall have the meaning given to them in the documents included in the Bid Package.

1. **Work Proposal**

A. Contract and Work. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will contract with Owner, in the form of the Contract included in the Bid Package: (1) to provide, perform and complete at the site or sites described in the Bid Package ("Work Site") and in the manner described and specified in the Bid Package all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data and other means and items necessary for the installation of a 138 kV to 12.47 kV substation transformer, as well as offloading of the equipment at the work site and coordination with the manufacturer of the Village-furnished transformer; (2) to procure and furnish all permits, licenses and other governmental approvals and authorizations necessary in connection therewith except as otherwise expressly provided in Attachment A to the Contract included in the Bid Package; (3) to procure and furnish all Bonds and all certificates and policies of insurance specified in the Bid Package; (4) to pay all applicable federal, state and local taxes; (5) to do all other things required of Contractor by the

Contract; and (6) to provide, perform and complete all of the foregoing in a proper and workmanlike manner and in full compliance with, and as required by or pursuant to, the Contract; all of which is herein referred to as the "Work."

B. Manner and Time of Performance. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will perform the Work in the manner and time prescribed in the Bid Package and according to the requirements of Owner pursuant thereto.

C. General. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will do all other things required of Bidder or Contractor, as the case may be, by the Bid Package.

2. Contract Price Proposal

If this Bidder's Proposal is accepted, Bidder will, except as otherwise provided in Section 2.1 of the Contract, take in full payment for all Work and other matters set forth under Section 1 above, including overhead and profit; taxes, contributions, and premiums; and compensation to all subcontractors and suppliers, the compensation set forth on the following "Schedule of Prices" ("Price Proposal"), which Schedule of Prices Bidder understands and agrees will be made a part of the Contract:

SCHEDULE OF PRICES

A. LUMP SUM CONTRACT

1. For providing, performing, and completing all Work related to the installation of a 138 kV to 12.47 kV substation transformer, as well as offloading at the work site and coordination with the manufacturer of the Village-furnished transformer, the total sum of (*write in numbers only*):

   $ 315,775.00

2. Included in the Lump Sum Contract price above is this break-out price for the installation and wiring of the three Owner-furnished metering units and associated Owner-furnished metering unit height extensions (*write in numbers only*):

   $ 10,433.00

B. BASIS FOR DETERMINING PRICES

It is expressly understood and agreed that:

1. Owner is not subject to state or local sales, use and excise taxes and no such taxes are included in this Schedule of Prices;

2. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits are included in this Schedule of Prices; and

3. All costs, royalties, and fees arising from the use on, or the incorporation into, the Work of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions are included in this Schedule of Prices.

4. If a Contract is to be awarded, it will be awarded to the responsive and responsible Bidder with either the lowest lump sum base bid or the lowest lump sum base bid plus or minus any bid alternative(s) selected by the Village whose evaluation indicates to the Village that the award will be in the best interest of the Project. Bid from the successful Bidder for the lump sum base bid plus or minus any bid alternative(s) selected by the Village may not necessarily be lower in price than the lump sum base bid or bids for other bid alternative combinations.

5. The Village reserves the right to accept or reject any bid alternatives to the lump sum base bid. If a bid alternative is selected by the Village, the awarded Contract price will include the selected alternative(s).

All claim or right to assert that there was any misunderstanding in regard to the nature or amount of any Unit Price Item to be provided or to claim any additional compensation by reason of the payment of any such tax, contribution, or premium or any such cost, royalty or fee is hereby waived and released.

3. Contract Time Proposal

If this Bidder's Proposal is accepted, Bidder will commence the Work not later than the "Commencement Date" set forth in Attachment A to the Contract and will perform the Work diligently and continuously and will complete the Work not later than the "Completion Date" set forth in Attachment A to the Contract.

4. Firm Proposal

All prices and other terms stated in this Bidder's Proposal are firm and shall not be subject to withdrawal, escalation, or change for a period of 60 days after the date on which any Bidder's Proposal is opened or such extended acceptance date for Bidder's Proposals as may be established pursuant to Sections 10 and 13 of the General Instructions to Bidders.

5. Bidder Representations

A. No Collusion. Bidder warrants and represents that the only persons, firms, or corporations interested in this Bidder's Proposal as principals are those named in Bidder's Sworn Acknowledgment attached hereto and that this Bidder's Proposal is made without collusion with any other person, firm or corporation.

B. Not Barred. Bidder warrants, represents and certifies that it is not barred by law from contracting with Owner or with any unit of state or local government.

C. Qualified. Bidder warrants and represents that it has met and will meet all required standards set forth in Owner's Responsible Bidder Ordinance M-66-11 and that Bidder has the requisite experience, ability, capital, facilities, plant, organization and staff to enable Bidder to perform the Work successfully and promptly and to commence and complete the Work within the Contract Price and Contract Time Proposals set forth above. In support thereof, Bidder submits the attached Sworn Work History Statement. In the event Bidder is preliminarily deemed to be one of the most favorable to the interests of Owner, Bidder hereby agrees to furnish on request, within two business days or such longer period as may be set forth in the request, such additional information as may be necessary to satisfy Owner that Bidder is adequately prepared to fulfill the Contract.

D. Owner's Reliance. Bidder acknowledges that Owner is relying on all warranties, representations and statements made by Bidder in this Bidder's Proposal.

6. Surety and Insurance

Bidder herewith tenders surety and insurance commitment letters as specified in Section 6 of the Invitation for Bidder's Proposals.

7. Bid Security

Bidder herewith tenders a Cashier's Check, Certified Check, or Bid Bond as specified in Section 6 of the Invitation for Bidder's Proposals for 5 percent of Bidder's Price Proposal ("*Bid Security*").

8. Owner's Remedies

Bidder acknowledges and agrees that should Bidder fail to timely submit all additional information that is requested of it; or should Bidder, if Owner awards Bidder the Contract, fail to timely submit all the Bonds and all the certificates and policies of insurance required of it; or should Bidder, if Owner awards Bidder the Contract, fail to timely execute the Contract, Contractor's Certification and all other required documentation related to the Contract, it will be difficult and impracticable to ascertain and determine the amount of damage that Owner will sustain by reason of any such failure and, for such reason, Owner shall have the right, at its option in the event of any such default by Bidder, to retain or recover as reasonably estimated liquidated damages, and not as a penalty, the entire amount of the Bid Security or five percent of Bidder's Price Proposal, whichever is greater, or to exercise any and all equitable remedies it may have against Bidder.

9. Owner's Rights

Bidder acknowledges and agrees that Owner reserves the right to reject any and all Bidder's Proposals, reserves the right to accept or reject any item of any Bidder's Proposal and reserves such other rights as are set forth in Section 13 of the General Instructions to Bidders.

10. Bidder's Obligations

In submitting this Bidder's Proposal, Bidder understands and agrees that it shall be bound by each and every term, condition or provision contained in the Bid Package, which are by this reference incorporated herein and made a part hereof.

DATED: January 24, 20 22.

Bidder [redacted]

By: [redacted]

Title: Vice President

Attest [redacted]

By: [redacted]

Title: Asst. Corporate Secretary

SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 7, FOR SIGNATURE REQUIREMENTS

VILLAGE OF WINNETKA

CONTRACT FOR THE INSTALLATION OF 138 KV TO 12.47 KV SUBSTATION TRANSFORMER

Contract Number: 022-001

VILLAGE OF WINNETKA
CONTRACT FOR THE INSTALLATION OF
138 KV TO 12.47 KV SUBSTATION TRANSFORMER

Contract Number: 022-001

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Attachment A: Supplemental Schedule of Contract Terms

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Appendix: Schedule of Prevailing Wage Rates

VILLAGE OF WINNETKA
CONTRACT FOR THE INSTALLATION OF
138 KV TO 12.47 KV SUBSTATION TRANSFORMER

Contract Number: 022-001

In consideration of the mutual promises set forth below, the Village of Winnetka, 510 Green Bay Road, Winnetka, Illinois 60093, an Illinois municipal corporation ("*Owner*"), and ***[name and address of successful bidder]***, a ***[form of organization]*** ("*Contractor*"), make this Contract as of _____, 2022, (the "*Effective Date*") and hereby agree as follows:

ARTICLE I: THE WORK

1.1 Performance of the Work

Contractor, at its sole cost and expense, must provide, perform, and complete all of the following, all of which is herein referred to as the "*Work*":

1. Labor, Equipment, Materials, and Supplies. Provide, perform, and complete, in the manner described and specified in this Contract, all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data, and other means and items necessary to accomplish the Project at the Work Site, both as defined in Attachment A, in accordance with the specifications attached hereto as Attachment B, the drawings identified in the list attached hereto as Attachment C, and the Special Project Requirements attached hereto as Attachment D.

2. Permits. Except as otherwise provided in Attachment A, procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith.

3. Bonds and Insurance. Procure and furnish all Bonds and all certificates and policies of insurance specified in this Contract.

4. Taxes. Pay all applicable federal, state, and local taxes.

5. Miscellaneous. Do all other things required of Contractor by this Contract, including without limitation arranging for utility and other services needed for the Work and for testing, including the installation of temporary utility lines, wiring, switches, fixtures, hoses, connections, and meters, and providing sufficient sanitary conveniences and shelters to accommodate all workers and all personnel of Owner engaged in the Work.

6. Quality. Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with the highest standards of professional and construction practices and in full compliance with, and as required by or pursuant to, this Contract, and with the greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged and first quality equipment, materials, and supplies.

1.2 Commencement and Completion Dates

Contractor must commence the Work not later than the "*Commencement Date*" set forth on Attachment A and must diligently and continuously prosecute the Work at such a rate as will allow the Work to be fully provided, performed, and completed in full compliance with this Contract not later than the "*Completion Date*" set forth in Attachment A. Milestone 1 scope shall be completed by the date set forth in Attachment A. The time of commencement, rate of progress, and time of completion are referred to in this Contract as the "*Contract Time*."

1.3 Required Submittals

A. Submittals Required. Contractor must submit to Owner all documents, data, and information specifically required to be submitted by Contractor under this Contract and must, in addition, submit to Owner all such drawings, specifications, descriptive information, and engineering documents, data, and information as may be required, or as may be requested by Owner, to show the details of the Work, including a complete description of all equipment, materials, and supplies to be provided under this Contract ("*Required Submittals*"). Such details must include, but are not limited to, design data, structural and operating features, principal dimensions, space required or provided, clearances required or provided, type and brand of finish, and all similar matters, for all components of the Work.

B. Number and Format. Contractor must provide submittals as specified in Attachment B, Section 01 33 00 for each Required Submittal.

C. Time of Submission and Owner's Review. All Required Submittals must be provided to Owner no later than the time, if any, specified in this Contract for their submission or, if no time for submission is specified, in sufficient time, in Owner's sole opinion, to permit Owner to review the same prior to the commencement of the part of the Work to which they relate and prior to the purchase of any equipment, materials, or supplies that they describe. Owner will have the right to require such corrections as may be necessary to make such submittals conform to this Contract. All such submittals will, after final processing and review with no exception noted by Owner, become a part of this Contract. No Work related to any submittal may be performed by Contractor until Owner has completed review of such submittal with no exception noted. Owner's review and stamping of any Required Submittal will be for the sole purpose of examining the general management, design, and details of the proposed Work, does not relieve Contractor of the entire responsibility for the performance of the Work in full compliance with, and as required by or

pursuant to this Contract, and may not be regarded as any assumption of risk or liability by Owner.

D. Responsibility for Delay. Contractor is responsible for any delay in the Work due to delay in providing Required Submittals conforming to this Contract.

1.4 Review and Interpretation of Contract Provisions

Contractor represents and warrants that it has carefully reviewed this Contract, including all of its Attachments, and the drawings identified in Attachment C, all of which are by this reference incorporated into and made a part of this Contract. Contractor must, at no increase in the Contract Price, provide workmanship, equipment, materials, and supplies that fully conform to this Contract. Whenever any equipment, materials or supplies are specified or described in this Contract by using the name or other identifying feature of a proprietary product or the name or other identifying feature of a particular manufacturer or vendor, the specific item mentioned is understood as establishing the type, function and quality desired. Other manufacturers' or vendors' products may be accepted, provided that the products proposed are equivalent in substance and function to those named as determined by Owner in its sole and absolute discretion.

Contractor must promptly notify Owner of any discrepancy, error, omission, ambiguity, or conflict among any of the provisions of this Contract before proceeding with any Work affected thereby. If Contractor fails to give such notice to Owner, then the subsequent decision of Owner as to which provision of this Contract governs is final, and any corrective work required does not entitle Contractor to any damages, to any compensation in excess of the Contract Price, or to any delay or extension of the Contract Time.

When the equipment, materials, or supplies furnished by Contractor cannot be installed as specified in this Contract, Contractor must, without any increase in the Contract Price, make all modifications required to properly install the equipment, materials, or supplies. Any such modification is subject to the prior review and consent of Owner.

1.5 Conditions at the Work Site; Record Drawings

Contractor represents and warrants that it has had a sufficient opportunity to conduct a thorough investigation of the Work Site and the surrounding area and has completed such investigation to its satisfaction. Contractor will have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time based upon conditions found at, or in the vicinity of, the Work Site. When information pertaining to subsurface, underground or other concealed conditions, soils analysis, borings, test pits, utility locations or conditions, buried structures, condition of existing structures, and other investigations is or has been provided by Owner, or is or has been otherwise made available to Contractor by Owner, such information is or has been provided or made available solely for the convenience of Contractor and is not part of this Contract. Owner assumes no responsibility whatever in respect to the sufficiency or accuracy of such information, and there is no guaranty or warranty, either expressed or implied, that the conditions indicated are

representative of those existing throughout the Work or the Work Site, or that the conditions indicated are representative of those existing at any particular location, or that the conditions indicated may not change, or that unanticipated conditions may not be present.

Contractor is solely responsible for locating all existing underground installations by prospecting no later than two workdays prior to any scheduled excavation or trenching, whichever is earlier. Contractor must check all dimensions, elevations, and quantities indicated in this Contract within the same time period as set forth above for prospecting underground installations. Contractor must lay out the Work in accordance with this Contract and must establish and maintain such locations, lines and levels. Wherever pre-existing work is encountered, Contractor must verify and be responsible for dimensions and location of such pre-existing work. Contractor must notify Owner of any discrepancy between the dimensions, elevations and quantities indicated in this Contract and the conditions of the Work Site or any other errors, omissions or discrepancies which Contract may discover during such inspections. Full instructions will be furnished by Owner should such error, omission, or discrepancy be discovered, and Contractor must carry out such instructions as if originally specified and without any increase in Contract Price.

Before Final Acceptance of the Work, Contractor must submit to Owner two sets of Drawings of Record, unless a greater number is specified elsewhere in this Contract, indicating all field deviations from Attachment B or the drawings identified in Attachment C.

1.6 Technical Ability to Perform

Contractor represents and warrants that it is sufficiently experienced and competent, and has the necessary capital, facilities, plant, organization, and staff, to provide, perform and complete the Work in full compliance with, and as required by or pursuant to, this Contract.

1.7 Financial Ability to Perform

Contractor represents and warrants that it is financially solvent, and Contractor has the financial resources necessary to provide, perform and complete the Work in full compliance with, and as required by or pursuant to, this Contract.

1.8 Time

Contractor represents and warrants that it is ready, willing, able and prepared to begin the Work on the Commencement Date and that the Contract Time is sufficient time to permit completion of the Work in full compliance with, and as required by or pursuant to, this Contract for the Contract Price, all with due regard to all natural and man-made conditions that may affect the Work or the Work Site and all difficulties, hindrances, and delays that may be incident to the Work.

1.9 Safety at the Work Site

Contractor is solely and completely responsible for providing and maintaining safe conditions at the Work Site, including the safety of all persons and property during performance of the Work. This requirement applies continuously and is not limited to normal working hours. Contractor must take all safety precautions as necessary to comply with all applicable laws and to prevent injury to persons and damage to property.

Contractor must conduct all of its operations without interruption or interference with vehicular and pedestrian traffic on public and private rights-of-way, unless it has obtained permits therefor from the proper authorities. If any public or private right-of-way are rendered unsafe by Contractor's operations, Contractor must make such repairs or provide such temporary ways or guards as are acceptable to the proper authorities.

1.10 Cleanliness of the Work Site and Environs

Contractor must keep the Work Site and adjacent areas clean at all times during performance of the Work and must, upon completion of the Work, leave the Work Site and adjacent areas in a clean and orderly condition.

1.11 Damage to the Work, the Work Site, and Other Property

The Work and everything pertaining thereto is provided, performed, completed, and maintained at the sole risk and cost of Contractor from the Commencement Date until Final Payment. Contractor is fully responsible for the protection of all public and private property and all persons. Without limiting the foregoing, Contractor must, at its own cost and expense, provide all permanent and temporary shoring, anchoring and bracing required by the nature of the Work in order to make all parts absolutely stable and rigid, even when such shoring, anchoring and bracing is not explicitly specified, and support and protect all buildings, bridges, roadways, conduits, wires, water pipes, gas pipes, sewers, pavements, curbs, sidewalks, fixtures and landscaping of all kinds and all other public or private property that may be encountered or endangered in providing, performing and completing the Work. Contractor will have no claim against Owner because of any damage or loss to the Work or to Contractor's equipment, materials, or supplies from any cause whatsoever, including damage or loss due to simultaneous work by others. Contractor must, promptly and without charge to Owner, repair or replace, to the satisfaction of Owner, any damage done to, and any loss suffered by, the Work and any damage done to, and any loss suffered by, the Work Site or other property as a result of the Work. Notwithstanding any other provision of this Contract, Contractor's obligations under this Section exist without regard to, and may not be construed to be waived by, the availability or unavailability of any insurance, either of Owner or Contractor, to indemnify, hold harmless, or reimburse Contractor for the cost of any repair or replacement work required by this Section.

1.12 Subcontractors and Suppliers

A. Approval and Use of Subcontractors and Suppliers. Contractor must perform the Work with its own personnel and under the management, supervision, and control of its

own organization unless otherwise approved by Owner in writing. All subcontractors, suppliers, and subcontracts used by Contractor must be acceptable to, and approved in advance by, Owner. Owner's approval of any subcontractor, supplier, and subcontract does not relieve Contractor of full responsibility and liability for the provision, performance, and completion of the Work in full compliance with, and as required by or pursuant to, this Contract. All Work performed under any subcontract is subject to all of the provisions of this Contract in the same manner as if performed by employees of Contractor. Every reference in this Contract to "*Contractor*" is deemed also to refer to all subcontractors and suppliers of Contractor. Every subcontract must include a provision binding the subcontractor or supplier to all provisions of this Contract.

B. Removal of Subcontractors and Suppliers. If any subcontractor or supplier fails to perform the part of the Work undertaken by it in a manner satisfactory to Owner, Contractor must immediately upon notice from Owner terminate such subcontractor or supplier. Contractor will have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time as a result of any such termination.

1.13 Simultaneous Work By Others

Owner has the right to perform or have performed such other work as Owner may desire in, about, or near the Work Site during the performance of the Work by Contractor. Contractor must make every reasonable effort to perform the Work in such manner as to enable both the Work and such other work to be completed without hindrance or interference from each other. Contractor must afford Owner and other contractors reasonable opportunity for the execution of such other work and must properly coordinate the Work with such other work.

1.14 Occupancy Prior to Final Payment

Owner will have the right, at its election, to occupy, use, or place in service any part of the Work prior to Final Payment. Such occupancy, use, or placement in service must be conducted in such manner as not to damage any of the Work or to unreasonably interfere with the progress of the Work. No such occupancy, use, or placement in service may be construed as an acceptance of any of the Work or a release or satisfaction of Contractor's duty to insure and protect the Work, nor may it, unless conducted in an unreasonable manner, be considered as an interference with Contractor's provision, performance, or completion of the Work.

1.15 Owner's Right to Terminate or Suspend Work for Convenience

A. Termination or Suspension for Convenience. Owner has the right, for its convenience, to terminate or suspend the Work in whole or in part at any time by written notice to Contractor. Every such notice must state the extent and effective date of such termination or suspension. On such effective date, Contractor must, as and to the extent directed, stop Work under this Contract, cease all placement of further orders or subcontracts, terminate or suspend Work under existing orders and subcontracts, cancel any outstanding

orders or subcontracts that may be cancelled, and take any action necessary to protect any property in its possession in which Owner has or may acquire any interest and to dispose of such property in such manner as may be directed by Owner.

B. Payment for Completed Work. In the event of any termination pursuant to Subsection 1.15A above, Owner must pay Contractor (1) such direct costs, excluding overhead, as Contractor has paid or incurred for all Work done in compliance with, and as required by or pursuant to, this Contract up to the effective date of termination together with ten percent of such costs for overhead and profit; and (2) such other costs pertaining to the Work, exclusive of overhead and profit, as Contractor may have reasonably and necessarily incurred as the result of such termination. Any such payment may be offset by any prior payment or payments and is subject to Owner's rights to withhold and deduct as provided in this Contract.

ARTICLE II: CHANGES AND DELAYS

2.1 Changes

Owner has the right, by written order executed by Owner, to make changes in the Contract, the Work, the Work Site, and the Contract Time ("*Change Order*"). If any Change Order causes an increase or decrease in the amount of the Work, an equitable adjustment in the Contract Price or Contract Time may be made. All claims by Contractor for an equitable adjustment in either the Contract Price or the Contract Time must be made within two business days following receipt of such Change Order, and may, if not made prior to such time, be conclusively deemed to have been waived. No decrease in the amount of the Work caused by any Change Order will entitle Contractor to make any claim for damages, anticipated profits, or other compensation.

2.2 Delays

A. Extensions for Unavoidable Delays. For any delay that may result from causes that could not be avoided or controlled by Contractor, Contractor must, upon timely written application, be entitled to issuance of a Change Order providing for an extension of the Contract Time for a period of time equal to the delay resulting from such unavoidable cause. No extension of the Contract Time will be allowed for any other delay in completion of the Work.

B. No Compensation for Delays. No payment, compensation, damages, or adjustment of any kind, other than the extension of the Contract Time provided in Subsection 2.2A above, may be made to, or claimed by, Contractor because of hindrances or delays from any cause in the commencement, prosecution, or completion of the Work, whether caused by Owner or any other party and whether avoidable or unavoidable.

ARTICLE III: CONTRACTOR'S RESPONSIBILITY FOR DEFECTIVE WORK

3.1 Inspection; Testing; Correction of Defects

A. Inspection. Until Final Payment, all parts of the Work are subject to inspection and testing by Owner or its designated representatives. Contractor must furnish, at its own expense, all reasonable access, assistance, and facilities required by Owner for such inspection and testing.

B. Re-Inspection. Re-inspection and re-testing of any Work may be ordered by Owner at any time, and, if so ordered, any covered or closed Work must be uncovered or opened by Contractor. If the Work is found to be in full compliance with this Contract, then Owner must pay the cost of uncovering, opening, re-inspecting, or re-testing, as the case may be. If such Work is not in full compliance with this Contract, then Contractor must pay such cost.

C. Correction. Until Final Payment, Contractor must, promptly and without charge, repair, correct, or replace all or any part of the Work that is defective, damaged, flawed, or unsuitable or that in any way fails to conform strictly to the requirements of this Contract.

3.2 Warranty of Work

A. Scope of Warranty. Contractor warrants that the Work and all of its components will be free from defects and flaws in design, workmanship, and materials; must strictly conform to the requirements of this Contract; and will be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract. The warranty herein expressed is in addition to any other warranties expressed in this Contract, or expressed or implied by law, which are hereby reserved unto Owner.

B. Repairs; Extension of Warranty. Contractor, promptly and without charge, must correct any failure to fulfill the above warranty that may be discovered or develop at any time within one year after Final Payment or such longer period as may be prescribed in Attachment B or Attachment D to this Contract or by law. The above warranty may be extended automatically to cover all repaired and replacement parts and labor provided or performed under such warranty and Contractor's obligation to correct Work may be extended for a period of one year from the date of such repair or replacement. The time period established in this Subsection 3.2B relates only to the specific obligation of Contractor to correct Work and may not be construed to establish a period of limitation with respect to other obligations that Contractor has under this Contract.

C. Subcontractor and Supplier Warranties. Whenever Attachment B or Attachment D requires a subcontractor or supplier to provide a guaranty or warranty, Contractor is solely responsible for obtaining said guaranty or warranty in form satisfactory to Owner and assigning said warranty or guaranty to Owner. Acceptance of any assigned

warranties or guaranties by Owner is a precondition to Final Payment and does not relieve Contractor of any of its guaranty or warranty obligations under this Contract.

3.3 Owner's Right to Correct

If, within two business days after Owner gives Contractor notice of any defect, damage, flaw, unsuitability, nonconformity, or failure to meet warranty subject to correction by Contractor pursuant to Section 3.1 or Section 3.2 of this Contract, Contractor neglects to make, or undertake with due diligence to make, the necessary corrections, then Owner is entitled to make, either with its own forces or with contract forces, the corrections and to recover from Contractor all resulting costs, expenses, losses, or damages, including attorneys' fees and administrative expenses.

ARTICLE IV: FINANCIAL ASSURANCES

4.1 Bonds

Contemporaneous with Contractor's execution of this Contract, Contractor must provide a Performance Bond and a Labor and Material Payment Bond, on forms provided by, or otherwise acceptable to, Owner, from a surety company licensed to do business in the State of Illinois with a general rating of A and a financial size category of Class X or better in Best's Insurance Guide, each in the penal sum of the Contract Price ("*Bonds*"). Contractor, at all times while providing, performing, or completing the Work, including, without limitation, at all times while correcting any failure to meet warranty pursuant to Section 3.2 of this Contract, must maintain and keep in force, at Contractor's expense, the Bonds required hereunder.

4.2 Insurance

A. Insurance Required. Contemporaneous with Contractor's execution of this Contract, Contractor must provide certificates and policies of insurance evidencing the minimum insurance coverages and limits set forth in Attachment A. For good cause shown, Owner may extend the time for submission of the required policies of insurance upon such terms, and with such assurances of complete and prompt performance, as Owner may impose in the exercise of its sole discretion. Such policies must be in a form, and from companies, acceptable to Owner. Such insurance must provide that no change, modification in, or cancellation of any insurance becomes effective until the expiration of 30 days after written notice thereof has have been given by the insurance company to Owner. Contractor must, at all times while providing, performing, or completing the Work, including, without limitation, at all times while correcting any failure to meet warranty pursuant to Section 3.2 of this Contract, maintain and keep in force, at Contractor's expense, the minimum insurance coverages and limits set forth in Attachment A.

B. Additional Insureds. The Comprehensive General Liability insurance coverages required pursuant to this Contract shall name the Persons identified in Attachment A as additional insured parties (the "Additional Insureds"). The coverage afforded the

Additional Insureds shall be primary and non-contributory insurance for the Additional Insureds with respect to claims arising out of operations performed by or on behalf of Contractor. If the Additional Insureds have other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the insurance companies' liability under the insurance policies Contractor maintains shall not be reduced by the existence of such other insurance.

4.3 Indemnification

Contractor hereby agrees to and will indemnify, save harmless, and defend Owner and all of it elected officials, officers, employees, attorneys, agents, and representatives, Engineer, and the Additional Insureds against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including attorneys' fees and administrative expenses, that may arise, or be alleged to have arisen, out of or in connection with Contractor's, or its Subcontractors' or Suppliers', performance of, or failure to perform, the Work or any part thereof, whether or not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or fault of Contractor, except to the extent caused solely by the negligence of Owner, Engineer, or the Additional Insureds.

The indemnification obligations of Contractor under this Section 4.3 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any such Subcontractor or Supplier under workers' compensation acts, disability benefit acts or other employee benefit acts.

4.4 Penalties

Contractor shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Contractor's, or its Subcontractors' or Suppliers', performance of, or failure to perform, the Work or any part thereof. Contractor may contest any such fines or penalties in administrative or court proceedings; provided, however, that Contractor shall pay such fines or civil penalties prior to such protest if payment is required prior to making such protest. Contractor shall be solely responsible for all costs, including attorneys' fees and administrative expenses, of protesting any such fines or civil penalties.

ARTICLE V: PAYMENT

5.1 Contract Price

Owner must pay to Contractor, in accordance with and subject to the terms and conditions set forth in this Article V and Attachment A, and Contractor must accept in full satisfaction for providing, performing, and completing the Work, the amount or amounts set forth in Attachment A (the "*Contract Price*"), subject to any additions, deductions, or withholdings provided for in this Contract.

5.2 Taxes and Benefits

Owner is exempt from and will not be responsible to pay, or reimburse Contractor for, any state or local sales, use, or excise taxes. The Contract Price includes all other applicable federal, state, and local taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, or premium is hereby waived and released by Contractor.

5.3 Progress Payments

A. Payment in Installments. The Contract Price must be paid in monthly installments in the manner set forth in Attachment A ("*Progress Payments*").

B. Pay Requests. Contractor must, as a condition precedent to its right to receive each Progress Payment, submit to Owner a pay request in the form provided by Owner ("*Pay Request*"). The first Pay Request must be submitted not sooner than 30 days following commencement of the Work. Owner may, by written notice to Contractor, designate a specific day of each month on or before which Pay Requests must be submitted. Each Pay Request must include (a) Contractor's certification of the value of, and partial or final waivers of lien covering, all Work for which payment is then requested and (b) Contractor's certification that all prior Progress Payments have been properly applied to the payment or reimbursement of the costs with respect to which they were paid.

C. Work Entire. This Contract and the Work are entire and the Work as a whole is of the essence of this Contract. Notwithstanding any other provision of this Contract, each and every part of this Contract and of the Work are interdependent and common to one another and to Owner's obligation to pay all or any part of the Contract Price or any other consideration for the Work. Any and all Progress Payments made pursuant to this Article are provided merely for the convenience of Contractor and for no other purpose.

5.4 Final Acceptance and Final Payment

A. Notice of Completion. When the Work has been completed and is ready in all respects for acceptance by Owner, Contractor must notify Owner and request a final inspection ("*Notice of Completion*"). Contractor's Notice of Completion must be given sufficiently in advance of the Completion Date to allow for scheduling of the final inspection and for completion or correction before the Completion Date of any items identified by such inspection as being defective, damaged, flawed, unsuitable, nonconforming, incomplete, or otherwise not in full compliance with, or as required by or pursuant to, this Contract ("*Punch List Work*").

B. Punch List and Final Acceptance. The Work may be finally accepted when, and only when, the whole and all parts thereof have been completed to the satisfaction of Owner in full compliance with, and as required by or pursuant to, this Contract. Upon receipt of Contractor's Notice of Completion, Owner must make a review of the Work and notify

Contractor in writing of all Punch List Work, if any, to be completed or corrected. Following Contractor's completion or correction of all Punch List Work, Owner must make another review of the Work and prepare and deliver to Contractor either a written notice of additional Punch List Work to be completed or corrected or a written notice of final acceptance of the Work ("*Final Acceptance*").

C. Final Payment. As soon as practicable after Final Acceptance, Contractor must submit to Owner a properly completed final Pay Request in the form provided by Owner ("*Final Pay Request*"). Owner must pay to Contractor the balance of the Contract Price, after deducting therefrom all charges against Contractor as provided for in this Contract ("*Final Payment*"). Final Payment must be made not later than 60 days after Owner approves the Final Pay Request. The acceptance by Contractor of Final Payment will operate as a full and complete release of Owner and Engineer of and from any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses of, by, or to Contractor for anything done, furnished for, arising out of, relating to, or in connection with the Work or for or on account of any act or neglect of Owner or Engineer arising out of, relating to, or in connection with the Work.

5.5 Liens

A. Title. Nothing in this Contract may be construed as vesting in Contractor any right of property in any equipment, materials, supplies, and other items provided under this Contract after they have been installed in, incorporated into, attached to, or affixed to, the Work or the Work Site. All such equipment, materials, supplies, and other items will, upon being so installed, incorporated, attached or affixed, become the property of Owner, but such title will not release Contractor from its duty to insure and protect the Work in accordance with the requirements of this Contract.

B. Waivers of Lien. Contractor must, from time to time at Owner's request and in any event prior to Final Payment, furnish to Owner such receipts, releases, affidavits, certificates, and other evidence as may be necessary to establish, to the reasonable satisfaction of Owner, that no lien against the Work or the public funds held by Owner exists in favor of any person whatsoever for or by reason of any equipment, material, supplies, or other item furnished, labor performed, or other thing done in connection with the Work or this Contract ("*Lien*") and that no right to file any Lien exists in favor of any person whatsoever.

C. Removal of Liens. If at any time any notice of any Lien is filed, then Contractor must, promptly and without charge, discharge, remove, or otherwise dispose of such Lien. Until such discharge, removal, or disposition, Owner will have the right to retain from any money payable hereunder an amount that Owner, in its sole judgment, deems necessary to satisfy such Lien and to pay the costs and expenses, including attorneys' fees and administrative expenses, of any actions brought in connection therewith or by reason thereof.

D. Protection of Owner Only. This Section does not operate to relieve Contractor's surety or sureties from any of their obligations under the Bonds, nor may it be deemed to vest any right, interest, or entitlement in any subcontractor or supplier. Owner's retention of funds pursuant to this Section is deemed solely for the protection of its own

interests pending removal of such Liens by Contractor, and Owner will have no obligation to apply such funds to such removal but may, nevertheless, do so where Owner's interests would thereby be served.

5.6 Deductions

A. Owner's Right to Withhold. Notwithstanding any other provision of this Contract and without prejudice to any of Owner's other rights or remedies, Owner will have the right at any time or times, whether before or after approval of any Pay Request, to deduct and withhold from any Progress or Final Payment that may be or become due under this Contract such amount as may reasonably appear necessary to compensate Owner for any actual or prospective loss due to: (1) Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete; (2) damage for which Contractor is liable under this Contract; (3) state or local sales, use, or excise taxes from which Owner is exempt; (4) Liens or claims of Lien regardless of merit; (5) claims of subcontractors, suppliers, or other persons regardless of merit; (6) delay in the progress or completion of the Work; (7) inability of Contractor to complete the Work; (8) failure of Contractor to properly complete or document any Pay Request; (9) any other failure of Contractor to perform any of its obligations under this Contract; or (10) the cost to Owner, including attorneys' fees and administrative costs, of correcting any of the aforesaid matters or exercising any one or more of Owner's remedies set forth in Section 6.3 of this Contract.

B. Use of Withheld Funds. Owner is entitled to retain any and all amounts withheld pursuant to Subsection 5.6A above until Contractor has either performed the obligations in question or furnished security for such performance satisfactory to Owner. Owner is entitled to apply any money withheld or any other money due Contractor under this Contract to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, attorneys' fees and administrative expenses incurred, suffered, or sustained by Owner and chargeable to Contractor under this Contract.

ARTICLE VI: DISPUTES AND REMEDIES

6.1 Dispute Resolution Procedure

A. Notice of Disputes and Objections. If Contractor disputes or objects to any requirement, direction, instruction, interpretation, determination, or decision of Owner or Engineer, Contractor may notify Owner in writing of its dispute or objection and of the amount of any equitable adjustment to the Contract Price or Contract Time to which Contractor claims it will be entitled as a result thereof; provided, however, that Contractor must, nevertheless, proceed without delay to perform the Work as required, directed, instructed, interpreted, determined, or decided by Owner, without regard to such dispute or objection. Unless Contractor so notifies Owner within two business days after receipt of such requirement, direction, instruction, interpretation, determination, or decision, Contractor is conclusively deemed to have waived all such disputes or objections and all claims based thereon.

B. Negotiation of Disputes and Objections. To avoid and settle without litigation any such dispute or objection, Owner and Contractor agree to engage in good faith negotiations. Within three business days after Owner's receipt of Contractor's written notice of dispute or objection, a conference between Owner and Contractor will be held to resolve the dispute. Within three business days after the end of the conference, Owner must render its final decision, in writing, to Contractor. If Contractor objects to the final decision of Owner, then it must, within three business days, give Owner notice thereof and, in such notice, must state its final demand for settlement of the dispute. Unless Contractor so notifies Owner, Contractor will be conclusively deemed (1) to have agreed to and accepted Owner's final decision and (2) to have waived all claims based on such final decision.

6.2 Contractor's Remedies

If Owner fails or refuses to satisfy a final demand made by Contractor pursuant to Section 6.1 of this Contract, or to otherwise resolve the dispute which is the subject of such demand to the satisfaction of Contractor, within 10 days after receipt of such demand, then Contractor will be entitled to pursue such remedies, not inconsistent with the provisions of this Contract, as it may have in law or equity.

6.3 Owner's Remedies

If it should appear at any time prior to Final Payment that Contractor has failed or refused to prosecute, or has delayed in the prosecution of, the Work with diligence at a rate that assures completion of the Work in full compliance with the requirements of this Contract on or before the Completion Date, or has attempted to assign this Contract or Contractor's rights under this Contract, either in whole or in part, or has falsely made any representation or warranty in this Contract, or has otherwise failed, refused, or delayed to perform or satisfy any other requirement of this Contract or has failed to pay its debts as they come due ("*Event of Default*"), and has failed to cure any such Event of Default within five business days after Contractor's receipt of written notice of such Event of Default, then Owner will have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. Owner may require Contractor, within such reasonable time as may be fixed by Owner, to complete or correct all or any part of the Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete; to remove from the Work Site any such Work; to accelerate all or any part of the Work; and to take any or all other action necessary to bring Contractor and the Work into strict compliance with this Contract.

2. Owner may perform or have performed all Work necessary for the accomplishment of the results stated in Paragraph 1 above and withhold or recover from Contractor all the cost and expense, including attorneys' fees and administrative costs, incurred by Owner in connection therewith.

3. Owner may accept the defective, damaged, flawed, unsuitable, nonconforming, incomplete, or dilatory Work or part thereof and make an equitable reduction in the Contract Price.

4. Owner may terminate this Contract without liability for further payment of amounts due or to become due under this Contract.

5. Owner may, without terminating this Contract, terminate Contractor's rights under this Contract and, for the purpose of completing or correcting the Work, evict Contractor and take possession of all equipment, materials, supplies, tools, appliances, drawings, specifications, schedules, manuals, drawings, and other papers relating to the Work, whether at the Work Site or elsewhere, and either complete or correct the Work with its own forces or contracted forces, all at Contractor's expense.

6. Upon any termination of this Contract or of Contractor's rights under this Contract, and at Owner's option exercised in writing, any or all subcontracts and supplier contracts of Contractor will be deemed to be assigned to Owner without any further action being required, but Owner may not thereby assume any obligation for payments due under such subcontracts and supplier contracts for any Work provided or performed prior to such assignment.

7. Owner may withhold from any Progress Payment or Final Payment, whether or not previously approved, or may recover from Contractor, any and all costs, including attorneys' fees and administrative expenses, incurred by Owner as the result of any Event of Default or as a result of actions taken by Owner in response to any Event of Default.

8. Owner may recover any damages suffered by Owner.

6.4 Owner's Additional Remedy for Delay

If the Work is not completed by Contractor, in full compliance with, and as required by or pursuant to, this Contract, within the Contract Time as such time may be extended by Change Order, then Owner may invoke its remedies under Section 6.3 of this Contract or may, in the exercise of its sole and absolute discretion, permit Contractor to complete the Work but charge to Contractor, and deduct from any Progress or Final Payments, whether or not previously approved, administrative expenses and costs for each day completion of the Work is delayed beyond the Completion Date, computed on the basis of the "*Per Diem Administrative Charge*" set forth in Attachment A, as well as any additional damages caused by such delay.

6.5 Terminations and Suspensions Deemed for Convenience

Any termination or suspension of Contractor's rights under this Contract for an alleged default that is ultimately held unjustified will automatically be deemed to be a termination or suspension for the convenience of Owner under Section 1.15 of this Contract.

ARTICLE VII: LEGAL RELATIONSHIPS AND REQUIREMENTS

7.1 Binding Effect

This Contract is binding on Owner and Contractor and on their respective heirs, executors, administrators, personal representatives, and permitted successors and assigns. Every reference in this Contract to a party is deemed to be a reference to the authorized officers, employees, agents, and representatives of such party.

7.2 Relationship of the Parties

Contractor, and its Subcontractors and Suppliers, will act as an independent contractor in providing and performing the Work. Nothing in, nor done pursuant to, this Contract may be construed (1) to create the relationship of principal and agent, partners, or joint venturers between Owner and Contractor or (2) except as provided in Paragraph 6.3(6) above, to create any relationship between Owner and any subcontractor or supplier of Contractor.

7.3 No Collusion/Prohibited Interests

Contractor hereby represents that the only persons, firms, or corporations interested in this Contract as principals are those disclosed to Owner prior to the execution of this Contract, and that this Contract is made without collusion with any other person, firm, or corporation. If at any time it is found that Contractor has, in procuring this Contract, colluded with any other person, firm, or corporation, then Contractor will be liable to Owner for all loss or damage that Owner may suffer thereby, and this Contract will, at Owner's option, be null and void.

Contractor hereby represents and warrants that neither Contractor nor any person affiliated with Contractor or that has an economic interest in Contractor or that has or will have an interest in the Work or will participate, in any manner whatsoever, in the Work is 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 neither Contractor nor any person affiliated with Contractor or that has an economic interest in Contractor or that has or will have an interest in the Work or will participate, in any manner whatsoever, in the Work is, directly or indirectly, engaged in, or facilitating, the Work on behalf of any such person, group, entity or nation.

7.4 Assignment

Contractor may not (1) assign this Contract in whole or in part, (2) assign any of Contractor's rights or obligations under this Contract, or (3) assign any payment due or to become due under this Contract without the prior express written approval of Owner, which approval may be withheld in the sole and unfettered discretion of Owner; provided, however, that Owner's prior written approval will not be required for assignments of accounts, as defined in the Illinois Commercial Code, if to do so would violate Section 9-318 of the Illinois Commercial Code, 810 ILCS 5/9-318. Owner may assign this Contract, in whole or in part, or any or all of its rights or obligations under this Contract, without the consent of Contractor.

7.5 Confidential Information

All information supplied by Owner or Engineer to Contractor for or in connection with this Contract or the Work must be held confidential by Contractor and may not, without the prior express written consent of Owner, be used for any purpose other than performance of the Work. This bid package has been redacted. Redacted information is covered by solid black boxes. Bidder may obtain an unredacted bid package by signing Owner's Non-Disclosure Agreement. Contact Anthony Vasquez, Winnetka Assistant Finance Director, to request a non-disclosure agreement form.

7.6 No Waiver

No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by Owner or Engineer, nor any order by Owner for the payment of money, nor any payment for, or use, occupancy, possession, or acceptance of, the whole or any part of the Work by Owner, nor any extension of time granted by Owner, nor any delay by Owner in exercising any right under this Contract, nor any other act or omission of Owner or Engineer may constitute or be deemed to be an acceptance of any defective, damaged, flawed, unsuitable, nonconforming or incomplete Work, equipment, materials, or supplies, nor operate to waive or otherwise diminish the effect of any warranty or representation made by Contractor; or of any requirement or provision of this Contract; or of any remedy, power, or right of Owner.

7.7 No Third Party Beneficiaries

No claim as a third party beneficiary under this Contract by any person, firm, or corporation other than Contractor may be made or be valid against Owner.

7.8 Notices

All notices required or permitted to be given under this Contract must be in writing and are deemed received by the addressee thereof when delivered in person on a business day at the address set forth below or on the third business day after being deposited in any main or

branch United States post office, for delivery at the address set forth below by properly addressed, postage prepaid, certified or registered mail, return receipt requested.

Notices and communications to Owner must be addressed to, and delivered at, the following address:

	with a copy to:
Village of Winnetka	Elrod Friedman, LLP
510 Green Bay Road	325 North LaSalle Street, Suite 450
Winnetka, IL 60093	Chicago, Illinois 60654
Attention: Village Manager	Attention: Peter M. Friedman
	Strand Associates, Inc.
	1170 Houbolt Road
	Joliet, IL 60431
	Attention: Andrew Runde

Notices and communications to Contractor must be addressed to, and delivered at, the following address:

	with a copy to:
[name of successful bidder]	_____
[address of successful bidder]	_____
_____	_____

The foregoing may not be deemed to preclude the use of other non-oral means of notification or to invalidate any notice properly given by any such other non-oral means.

By notice complying with the requirements of this Section, Owner and Contractor each have the right to change the address or addressee or both for all future notices to it, but no notice of a change of address is effective until actually received.

7.9 Governing Laws

This Contract and the rights of Owner and Contractor under this Contract will be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois.

7.10 Changes in Laws

Unless otherwise explicitly provided in this Contract, any reference to laws includes such laws as they may be amended or modified from time to time.

7.11 Compliance with Laws

A. Compliance Required. Contractor must give all notices, pay all fees, and take all other action that may be necessary to ensure that the Work is provided, performed, and completed in accordance with all required governmental permits, licenses or other approvals and authorizations that may be required in connection with providing, performing, and

completing the Work, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 et seq. (see Subsection C of this Section); (if the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid, the revised rate applies to this Contract), any other applicable prevailing wage laws; the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes requiring preference to laborers of specified classes; the Illinois Steel Products Procurement Act, 30 ILCS 565/1 et seq.; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and the Public Works Discrimination Act, 775 ILCS 10/0.01 et seq.; and any statutes regarding safety or the performance of the Work, including the Illinois Underground Utility Facilities Damage Prevention Act, 220 ILCS 50/1 et seq., and the Occupational Safety and Health Act of 1970, 29 U.S.C. §§ 651 et seq.

B. Liability for Fines, Penalties. Contractor is solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Contractor's, or its subcontractors' or suppliers', performance of, or failure to perform, the Work or any part thereof.

C. Prevailing Wage Act. Contractor and each subcontractor, in order to comply with the Prevailing Wage Act, 820 ILCS 130/0.01 et seq. (the "*Act*"), must submit to the Village a certified payroll on a monthly basis, in accordance with Section 5 of the Act. The certified payroll must consist of a complete copy of those records required to be made and kept by the Act. The certified payroll must be accompanied by a statement signed by the contractor or subcontractor that certifies that (1) such records are true and accurate, (2) the hourly rate paid is not less than the general prevailing rate of hourly wages required by the Act, and (3) the contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class B misdemeanor. Contractor may rely on the certification of a subcontractor, provided that Contractor does not knowingly rely on a subcontractor's false certification. On two business days' notice, Contractor and each subcontractor must make available for inspection the records required to be made and kept by the Act (i) to the Village and its officers and agents and to the Director of the Illinois Department of Labor and his or her deputies and agents and (ii) at all reasonable hours at a location within the State.

D. Required Provisions Deemed Inserted. Every provision of law required by law to be inserted into this Contract is deemed to be inserted herein.

7.12 Compliance with Patents

A. Assumption of Costs, Royalties, and Fees. Contractor will pay or cause to be paid all costs, royalties, and fees arising from the use on, or the incorporation into, the Work, of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions.

B. Effect of Contractor Being Enjoined. Should Contractor be enjoined from furnishing or using any equipment, materials, supplies, tools, appliances, devices, processes, or inventions supplied or required to be supplied or used under this Contract, Contractor must promptly offer substitute equipment, materials, supplies, tools, appliances, devices, processes, or inventions in lieu thereof, of equal efficiency, quality, suitability, and market value, for review by Owner. If Owner should disapprove the offered substitutes and should elect, in lieu of a substitution, to have supplied, and to retain and use, any such equipment, materials, supplies, tools, appliances, devices, processes, or inventions as may by this Contract be required to be supplied, Contractor must pay such royalties and secure such valid licenses as may be requisite and necessary for Owner to use such equipment, materials, supplies, tools, appliances, devices, processes, or inventions without being disturbed or in any way interfered with by any proceeding in law or equity on account thereof. Should Contractor neglect or refuse to make any approved substitution promptly, or to pay such royalties and secure such licenses as may be necessary, then Owner will have the right to make such substitution, or Owner may pay such royalties and secure such licenses and charge the cost thereof against any money due Contractor from Owner or recover the amount thereof from Contractor and its surety or sureties notwithstanding that Final Payment may have been made.

7.13 Time

The Contract Time is of the essence of this Contract. Except where otherwise stated, references in this Contract to days is construed to refer to calendar days.

7.14 Severability

The provisions of this Contract will be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Contract is held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provisions of this Contract will be in any way affected thereby.

7.15 Entire Agreement

This Contract sets forth the entire agreement of Owner and Contractor with respect to the accomplishment of the Work and the payment of the Contract Price therefor, and there are no other understandings or agreements, oral or written, between Owner and Contractor with respect to the Work and the compensation therefor.

7.16 Amendments

No modification, addition, deletion, revision, alteration or other change to this Contract is effective unless and until such change is reduced to writing and executed and delivered by Owner and Contractor.

IN WITNESS WHEREOF, Owner and Contractor have caused this Contract to be executed by their properly authorized representatives in two original counterparts as of the Effective Date.

Village of Winnetka

By: _____

Name: _____

Title: _____

Attest:

By: _____

Name: _____

Title: _____

[name of contractor]

By: _____

Name: _____

Title: _____

Attest:

By: _____

Name: _____

Title: _____

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

CONTRACTOR'S CERTIFICATION

[contractor's executing officer], being first duly sworn on oath, deposes and states that all statements herein made are made on behalf of Contractor, that this deponent is authorized to make them, and that the statements contained herein are true and correct.

Contractor deposes, states, and certifies that Contractor is not barred from contracting with a unit of state or local government as a result of (i) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.; or (ii) a violation of the USA Patriot Act of 2001, 107 Public Law 56 (October 26, 2001) (the "*Patriot Act*") or other statutes, orders, rules, and regulations of the United States government and its various executive departments, agencies and offices related to the subject matter of the Patriot Act, including, but not limited to, Executive Order 13224 effective September 24, 2001.

DATED: _____, 2022.

[name of contractor]

By: _____

Name: _____

Title: _____

Attest:

By: _____

Name: _____

Title: _____

Subscribed and Sworn to before me on _____, 2022.

My Commission expires: _____

_____
Notary Public

(SEAL)

VILLAGE OF WINNETKA
CONTRACT FOR THE INSTALLATION OF
138 KV TO 12.47 KV SUBSTATION TRANSFORMER

ATTACHMENT A

SUPPLEMENTAL SCHEDULE OF CONTRACT TERMS

1. **Project**: Work includes installation of a 138 kV to 12.47 kV substation transformer, as well as offloading of the equipment at the work site and coordination with the manufacturer of the Village-furnished transformer.

2. **Work Site**: Northfield Substation, 91 North Happ Road, Winnetka, IL 60093.

3. **Engineer**: Strand Associates, Inc., of Joliet, Illinois, or such additional or different Person as Owner may from time to time designate in writing to perform any and all functions of the Engineer under this Contract as well as the duly authorized officers, employees, agents, and representatives of any such Person.

4. **Permits, Licenses, Approvals, and Authorizations**:

Contractor must obtain all required governmental permits, licenses, approvals, and authorizations. No permits from the Village are anticipated at this time.

5. **Commencement Date**:

One day after execution of the Contract by Owner.

6. **Completion Date**:

All Milestone 1 activities shall be completed within **45 days** after the Commencement Date plus extensions, if any, authorized by Change Order issued pursuant to Subsection 2.2A of the Contract.

All work shall be completed within **125 days** after the Commencement Date plus extensions, if any, authorized by a Change Order issued pursuant to Subsection 2.2A of the Contract.

7. **Insurance Coverage**:

A. Worker's Compensation and Employer's Liability with limits not less than:

(1) Worker's Compensation: Statutory;

(2) Employer's Liability: $1,000,000 injury-per occurrence; $1,000,000 disease-per employee; $1,000,000 disease-policy limit

Such insurance must evidence that coverage applies in the State of Illinois.

B. Comprehensive Motor Vehicle Liability with a combined single limit of liability for bodily injury and property damage of not less than $2,000,000 for vehicles owned, non-owned, or rented.

All employees must be included as insureds.

C. Comprehensive General Liability with coverage written on an "occurrence" basis and with limits no less than:

(1) General Aggregate: $2,000,000. See Subsection F below regarding use of umbrella overage.

(2) Bodily Injury: $2,000,000 per person; $2,000,000 per occurrence

(3) Property Damage: $2,000,000 per occurrence and $5,000,000 aggregate.

Coverage must include:

- Premises / Operations
- Products / Completed Operations (to be maintained for two years after Final Payment)
- Independent Contractors
- Personal Injury (with Employment Exclusion deleted)
- Broad Form Property Damage Endorsement
- Blanket Contractual Liability (must expressly cover the indemnity provisions of the Contract)
- Bodily Injury and Property Damage

"X", "C", and "U" exclusions must be deleted.

Railroad exclusions must be deleted if Work Site is within 50 feet of any railroad track.

All employees must be included as insured.

D. Builders Risk Insurance. This insurance must be written in completed value form, must protect Contractor and Owner against "all risks" of direct physical loss to buildings, structures, equipment, and materials to be used in providing, performing, and completing the Work, including without limitation fire extended coverage, vandalism and malicious mischief, sprinkler leakage,

flood, earth movement and collapse, and must be designed for the circumstances that may affect the Work.

This insurance must be written with limits not less than the insurable value of the Work at completion. The insurable value must include the aggregate value of Owner-furnished equipment and materials to be constructed or installed by Contractor.

This insurance must include coverage while equipment or materials are in warehouses, during installation, during testing, and after the Work is completed, but prior to Final Payment. This insurance must include coverage while Owner is occupying all or any part of the Work prior to Final Payment without the need for the insurance company's consent.

E. Owner's and Contractor's Protective Liability Insurance. Contractor, at its sole cost and expense, must purchase this Insurance in the name of Owner with a combined single limit for bodily injury and property damage of not less than $1,000,000.

F. Environmental Impairment/Pollution Liability or pollution incidents as a result of a claim for bodily injury, property damage or remediation costs from an incident at, on or migrating beyond the contracted work site. Coverage shall be extended to Non-Owned Disposal sites resulting from a pollution incident at, on or mitigating beyond the site; and provide coverage for incidents occurring during transportation of pollutants. Limits shall be not less than $1,000,000 combined single limit per occurrence for bodily injury, property damage and remediation costs.

G. Umbrella Policy. The required coverage may be in the form of an umbrella policy above $2,000,000 primary coverage. All umbrella policies must provide excess coverage over underlying insurance on a following-form basis so that, when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover that loss.

H. Deductible. Any deductibles or self-insured retentions must be declared to and approved by Owner. At the option of Owner, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Owner, its officials, employees, agents and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

I. Owner as Additional Insured. Owner must be named as an Additional Insured on the following policies:

(1) Comprehensive General Liability

(2) Comprehensive Motor Vehicle Liability

The Additional Insured endorsement must identify Owner as follows:

The Village of Winnetka, Illinois, and its boards, commissions, committees, authorities, employees, agencies, officers, voluntary associations, and other units operating under the jurisdiction and within the appointment of its budget. Additional insured coverage shall be provided on endorsements at least as broad as ISO form CG2010 or CG2026 (pre 2004 editions).

J. Other Parties as Additional Insureds. In addition to Owner, the following parties must be named as additional insured on the following policies:

Additional Insured	Policy or Policies
Strand Associates, Inc.®	Comprehensive General Liability
	Comprehensive Motor Vehicle Liability
	Owner's and Contractor's Protective Liability Insurance

8. Contract Price:

A. LUMP SUM CONTRACT

For providing, performing, and completing all Work related to the installation of a 138 kV to 12.47 kV substation transformer, as well as offloading the equipment at the work site and coordination with the manufacturer of the Village-provided transformer, the total sum of (*write in numbers only*):

$ _____

Included in the Lump Sum Contract price above is this break-out price for the installation and wiring of the three Owner-furnished metering units and associated Owner-furnished metering unit height extensions (*write in numbers only*):

$ _____

9. Progress Payments:

A. General. Owner must pay to Contractor 90 percent of the Value of Work, determined in the manner set forth below, installed and complete in place up to the day before the Pay Request, less the aggregate of all previous Progress Payments. The total amount of Progress Payments made prior to Final Acceptance by Owner may not exceed 90 percent of the Contract Price.

B. Value of Work. The Value of the Work will be determined as follows:

(1) Lump Sum Items. For all Work to be paid on a lump sum basis, Contractor must, not later than 10 days after execution of the Contract and before submitting its first Pay Request, submit to Owner a schedule showing the value of each component part of such Work in form and with substantiating data acceptable to Owner ("Breakdown Schedule"). The sum of the items listed in the Breakdown Schedule must equal the amount or amounts set forth in the Schedule of Prices for Lump Sum Work. An unbalanced Breakdown Schedule providing for overpayment of Contractor on component parts of the Work to be performed first will not be accepted. The Breakdown Schedule must be revised and resubmitted until acceptable to Owner. No payment may be made for any lump sum item until Contractor has submitted, and Owner has approved, an acceptable Breakdown Schedule.

Owner may require that the approved Breakdown Schedule be revised based on developments occurring during the provision and performance of the Work. If Contractor fails to submit a revised Breakdown Schedule that is acceptable to Owner, Owner will have the right either to suspend Progress and Final Payments for Lump Sum Work or to make such Payments based on Owner's determination of the value of the Work completed.

C. Application of Payments. All Progress and Final Payments made by Owner to Contractor will be applied to the payment or reimbursement of the costs with respect to which they were paid and will not be applied to or used for any pre-existing or unrelated debt between Contractor and Owner or between Contractor and any third party.

10. Per Diem Administrative Charge:

$ 300

11. Standard Specifications:

The Contract includes the following Illinois Department of Transportation standard specifications, each of which are incorporated into the Contract by reference:

"State of Illinois Standard Specifications for Road and Bridge Construction" (SSRB)

"Standard Specifications for Water and Sewer Main Construction in Illinois" (SSWS)

"Illinois Manual on Uniform Traffic Control Devices for Streets and Highways" (MUTCD).

The Contract also includes Owner's Village Code and Building Codes.

References to any of these manuals, codes, and specifications means the latest editions effective on the date of the bid opening.

See Attachment D for any special project requirements.

VILLAGE OF WINNETKA
CONTRACT FOR THE INSTALLATION OF
138 KV TO 12.47 KV SUBSTATION TRANSFORMER

ATTACHMENT B

SPECIFICATIONS

The specifications have been omitted for security reasons.

Strand Associates, Inc.®
1170 South Houbolt Road
Joliet, IL 60431
(P) 815.744.4200

January 31, 2022

Mr. Brian Keys, Director of Water and Electric
Village of Winnetka
1390 Willow Road
Winnetka, IL 60093

Re: 138 kV to 12.47 kV Northfield Substation Transformer Installation
Contract No. 022-001
Village of Winnetka, Illinois

Dear Mr. Keys:

Bids for the above-referenced project were opened on January 27, 2022. One bid was received with the resulting bid tabulation enclosed. The low bid of $315,775.00 was 12 percent higher than ENGINEER's opinion of probable construction cost of $283,000.00. It should be noted that recent bids for other projects designed by ENGINEER have been quite unpredictable, reflecting the current market volatility associated with labor, materials, and equipment rental.

Meade, Inc. of Willowbrook, Illinois, was the apparent low bidder at $315,775.00. The bid included a bid bond for 5 percent and Addendum No. 1 was acknowledged. The bid is deemed to be responsive.

Strand Associates, Inc.® has previously worked with Meade, Inc. on projects for the City of Joliet. For those projects, the owner determined Meade, Inc. to be responsible.

If you determine that Meade, Inc. is a responsible bidder after your evaluation of their qualifications, we recommend proceeding with award of the Contract.

Sincerely,

STRAND ASSOCIATES, INC.®

[redacted]

Andrew J. Runde, P.E.

Enclosure

BID DATE: JANUARY 20, 2022
BID TIME: 4:00 P.M.

STRAND ASSOCIATES, INC.
Consulting Engineers
1170 Houbolt Road
Joliet, IL 60435

138 KV TO 12.47 KV SUBSTATION TRANSFORMER

CONTRACT 022.001

VILLAGE OF WINNETKA, ILLINOIS

BIDDER AND ADDRESS	Bid Bond or Guarantee	Addenda Acknowledged	Lump Sum Bid
Meade, Inc. 625 Willowbrook Center Pkwy Willowbrook, IL 60527	5%	Yes	$ 315,775.00

Reviewed by: [redacted]

Agenda Item Executive Summary

Title: Resolution No. R-26-2022: Approving a Contract with Wesco for the Purchase of Single Phase Pad Mount Transformers (Adoption)

Presenter: Nicholas Narhi, Assistant Director of Water & Electric

Agenda Date: 02/15/22

Consent: ☐ YES ☑ NO

☐ Ordinance
☑ Resolution
☐ Bid Authorization/Award
☐ Policy Direction
☐ Informational Only

Item History:

In June of 2021, staff became aware of significant disruptions in the market for pad mount transformers. Staff issued multiple Requests for Bid for the procurement of single phase pad mount transformers on the 2022 Budget. Under the Village Manager's purchasing authority, the Electric Fund has issued purchase orders for ten units with the orders being split across three separate vendors in order to mitigate market risks from any single vendor. At the time of issuance, prices were up approximately 50% from 2020 and lead times were approximately twice as long as historic trends. Purchase orders were delivered in July and September of 2021, with original estimated ship dates in the second quarter of 2022. These estimated ship dates have since shifted to fourth quarter of 2022 and early 2023 based on market forces. Staff estimates these market trends to continue well into 2023.

Executive Summary:

As a result of the pandemic, manufacturing lead times for many utility related products have increased significantly and it is increasingly common for manufacturers to further delay the delivery of products on order due to supply chain issues. Recent correspondence with transformer vendors leads us to believe that lead times for these units will run late into calendar year 2023 (100+ weeks). In order to ensure that our transformer inventory is secure into 2023, staff is requesting funding authorization in the amount of $101,088 to purchase the transformers prior to formal approval of the fiscal year 2023 Budget.

The Water & Electric Department issued Bid Number 022-004 for single phase 100 KVA pad mount transformers. The bid notice was posted to the on-line bidding service Demand Star and bid notices were sent to seven companies. Staff received bids from two (2) vendors. Transformers are awarded based on the results of a life cycle cost basis. Inherent to the transformer's design are electrical losses. The cost of these losses is added to the purchase cost of the transformer to arrive at an evaluated life cycle cost. As such, it is possible for a transformer to have a low material cost with high losses to be the highest evaluated cost. Conversely, a transformer with a high material cost, but with very low losses can be the lowest evaluated cost. The bid tabulation with unit prices and load loss evaluation is attached as Exhibit A.

Based on the bid evaluation, the transformer design with the lowest life cycle design was a transformer manufactured by ABB on the bid submitted by electrical equipment distributor, Wesco. The purchase cost for this unit is $12,636 per unit with a lead time of 130 weeks. The next lowest bidder had a shorter lead time, but was approximately double the cost and quoted a manufacturer that is not on the Village's approved list.

Executive Summary (continued):

Staff typically receives two or three responsive bids for this type of transformer. Based on receipt of a single bid, additional inquiries were made to the typical respondents. Comments received from vendors on their decision not to bid included the following:

- Transformer manufacturer is not providing firm pricing.
- Electric distributor noted, "We continue to see an extremely volatile transformer market - very high demand, supply chain issues, COVID related labor/staffing issues and trucking shortages. All of these issues are creating long lead-times and pricing uncertainity."
- Electrical distributor indicated that the transformer manufacturer did not provide a bid and is not accepting any additional orders at this time.

Based on current market conditions and with no projected change to supply chain issues in the near term, staff is recommending acceptance of the Wesco bid for the purchase of eight 100 kVA pad mount transformers. These transformers are not expected to arrive until 2023 at the earliest.

Resolution No. R-26-2022, prepared by the Village Attorney, authorizes the Village President to execute and the Village Clerk to attest a contract with Wesco for the purchase of pad mount transformers.

With the extended lead time and market uncertainty, the request for funding authorization is coming in advance of the Village Council's approval of the 2023 Electric Fund Budget. The proposed 2023 Electric Fund Budget (account #500.42.34-660) will contain a placeholder for the procurement of the eight single phase transformers. The purchase of eight transformers is consistent with prior historical purchasing trends for these type of transformers.

Recommendation:

Consider adopting Resolution No. R-26-2022, approving a contract with Wesco Distribution, Inc. for the purchase of a transformer, in an amount not to exceed $101,088.

Attachments:

1. Resolution No. R-26-2022: Approving a Contract with Wesco Distribution, Inc. for the Purchase of Single-Phase Pad Mount Transformers

2. Exhibit A: Bid Tabulation

3. Exhibit B: Contract - Wesco 100 kVA transformers

ATTACHMENT 1

RESOLUTION NO. R-26-2022

A RESOLUTION APPROVING A CONTRACT WITH WESCO DISTRIBUTION, INC. FOR THE PURCHASE OF SINGLE-PHASE PAD MOUNT TRANSFORMERS

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution authorizes the Village of Winnetka (***"Village"***) to contract with individuals, associations, and corporations in any manner not prohibited by law or ordinance; and

WHEREAS, the Village issued Bid #022-004 (***"Request for Bids"***) for the purchase of eight 100 kVA pad mount transformers (***"Transformers"***) by the Village Water & Electric Department; and

WHEREAS, the Village received two bids (***"Bid"***) for the provision of the Transformers to the Village; and

WHEREAS, pursuant to Chapter 4.12 of the Village Code and the Village's purchasing manual, the Village Council has determined that WESCO Distribution, Inc. (***"Wesco"***) is the lowest responsive and responsible bidder to provide the Transformers; and

WHEREAS, the Village Council desires to enter into a contract with Wesco for the Village to purchase the Transformers from Wesco in an amount not to exceed $101,088.00 (***"Contract"***); and

WHEREAS, the Village Council has determined that it is in the best interests of the Village and its residents to enter into the Contract with Wesco;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the Village of Winnetka, Cook County, Illinois, as follows:

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

SECTION 2: APPROVAL OF CONTRACT. The Village Council hereby approves the Contract with Wesco in a final form approved by the Village Attorney

SECTION 3: AUTHORIZATION TO EXECUTE CONTRACT. The Village Council hereby authorizes and directs the Village President and the Village Clerk to execute and attest, respectively, on behalf of the Village, the final Contract.

SECTION 4: EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval according to law.

[SIGNATURE PAGE FOLLOWS]

ADOPTED this 15th day of February, 2022, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

Signed

_____

Village President

Countersigned:

_____

Village Clerk

100 KVA Pad-Mounted Transformers 1 phase, 120/240V										
Vendor	KVA Size	Bid Evaluation Quantity	Cost for Each Transformer	No Load Losses	Full Load Losses	No Load Losses @ $12.19	Full Load Losses @ $2.67	Operational Cost of each Transformer	Total Purchase Cost	Delivery Time (Weeks)
WESCO	100	8	$ 12,636.00	141	962	$ 1,718.79	$ 2,568.54	$ 16,923.33	$ 135,386.64	130-132 Weeks
UUSCO*	100	8	$ 22,780.00	149	743	$ 1,816.31	$ 1,983.81	$ 26,580.12	$ 212,640.96	52-54 Weeks

*QUOTED MANUFACTURER IS NOT ON THE APPROVED LIST

ATTACHMENT 2

ATTACHMENT 3

VILLAGE OF WINNETKA

CONTRACT/BID
FOR 100KVA 240.120 SINGLE PHASE PAD-MOUNT TRANSFORMER

Full Name of Bidder:

WESCO DIST INC
("*Bidder*")

Principal Office Address:
2401 INTERNATIONAL PKY
WOODRIDGE, IL 60517

Local Office Address:

Contact Name: MATT BOGGS Telephone: [redacted]

TO: Village of Winnetka
510 Green Bay Road
Winnetka, IL 60093
Attention: ***Assistant Finance Director***

Bidder warrants and represents that Bidder has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos. _____ (if none, write "NONE") that are securely stapled to the end of this Contract/Bid.

1. Proposal to Deliver Products.

A. Contract and Products. If this Contract/Bid is accepted, then Bidder proposes and agrees that Bidder will deliver to Owner, at the Delivery Address, the products, items, materials, merchandise, supplies, or other items identified in the Request for Bids attached hereto (the "*Products*") in new, undamaged, and first-quality condition. Bidder further proposes to:

(1) Labor, Equipment, Materials and Supplies Provide, perform, and complete in the manner specified and described in the Contract/Bid, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary to deliver the Products to Owner in a proper and workmanlike manner.

(2) Permits Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary for the Products.

(3) Bonds and Insurance Procure and furnish all bonds, insurance certificates, and polices of insurance, if any, specified in the Contract/Bid.

(4) Miscellaneous Perform all other things required of Bidder by this Contract/Bid.

B. Performance Standards. If this Contract/Bid is accepted, Bidder proposes and agrees that the Products will comply strictly with the ***Specifications attached hereto as Attachment A and by this reference made a part of this Contract/Bid***. If this Contract/Bid specifies a Product by brand name or model, that specification is intended to reflect the required performance standards and standard of excellence that Owner requires for the Product. However, Bidder may propose to deliver a Product that is a different brand or model, if Bidder provides with its bid written documentation establishing that the brand or model it proposes to deliver possesses equal quality, durability, functionality, capability, and features as the Product specified.

C. Responsibility for Damage or Loss. If this Contract/Bid is accepted, Bidder proposes and agrees that Bidder will be responsible and liable for, and will promptly and without charge to Owner, repair or replace damage done to and any loss or injury suffered by Owner as a result of Bidder's failure to perform hereunder.

D. Inspection/Testing/Rejection. Owner will have the right to inspect all or any part of the Products. If, in Owner's judgment, all or any part of the Products is defective or damaged or fails to conform strictly to the requirements of this Contract/Bid, then Owner, without limiting its other rights or remedies, may (i) reject such Products, (ii) require Bidder to correct or replace such Products at Bidder's cost, (iii) obtain new Products to replace the Products that are defective, damaged, or nonconforming and charge Bidder with any excess cost incurred thereby, and (iv) cancel all or any part of any order or this Contract/Bid. Products so rejected may be returned or held at Bidder's expense and risk.

2. Contract Price Proposal.

A. Price. If this Contract/Bid is accepted, Bidder proposes and agrees that Bidder will deliver the Products to Owner in accordance with the following Schedule of Prices:

Product Item No.	Description of Product to be delivered to Owner	Quantity of Products to be delivered to Owner	Unit Price of Product	Extension
1	100KVA 1Φ PAD	See pricing form in Attachment A.	12,636.00	101,088.00

If Owner has specified the Quantity of Products to be delivered to Owner in the Request for Bids, then Bidder will take, in full payment for all Products and other matters set forth under Section 1 of this Contact/Bid, including overhead and profit, taxes, royalties, license fees, delivery, contributions and premiums, and compensation to all subcontractors and suppliers, the total Contract Price of:

See pricing form in Attachment A.

If Owner has not specified the Quantity of Products to be delivered to Owner in the Request for Bids, then Bidder will take, in full payment for all Products and other matters set forth under Section 1 of this Contact/Bid, including overhead and profit, taxes, royalties, license fees, delivery, contributions and premiums, and compensation to all subcontractors and suppliers, a total Contract Price that will be equal to the sum of the Unit Prices (as determined by the above Schedule of Prices) applicable to all Products accepted by Owner.

B. Basis for Determining Prices. It is expressly understood and agreed that:

(1) All prices stated in the Schedule of Prices are firm and will not be subject to escalation or change; Metals' escalation or de-escalation will be utilized. Copper base price for bids: $5.10 per pound. All other manufacturing costs shall be fixed at the bid price.

(2) Owner is not subject to State or local sales, use, and excise taxes, and no such taxes are included in the Schedule of Prices, and all claims or rights to claim any additional compensation by reason of the payment of any such tax are hereby waived and released;

(3) All other applicable federal, State, and local taxes of every kind and nature applicable to the Products are included in the Schedule of Prices; and

(4) If a Quantity of Products to be delivered to Owner is specified in the Request for Bids, such amount is an estimate only. Owner reserves the right to increase or decrease such quantity, and the total Contract Price to be paid will be based on the final quantity determined by Owner for each Product and the actual number of Products that comply with this Contract/Bid that are accepted by Owner. Bidder hereby waives and releases all claims or rights to dispute or complain of any such estimated quantity or to assert that there was any misunderstanding in regard to the number of Products to be delivered.

C. Time of Payment. It is expressly understood and agreed that all payments will be made in accordance with the following schedule:

Upon delivery and acceptance of item by the Owner.

All payments may be subject to deduction or setoff by reason of any failure of Bidder to perform under this Contract/Bid.

3. Contract Time Proposal.

If this Contract/Bid is accepted, Bidder proposes and agrees that Bidder will deliver the Products to Owner not later than 130 - 132 WKS.

4. Financial Assurance.

A. Indemnification. If this Contract/Bid is accepted, Bidder shall and hereby agrees to indemnify, defend and save harmless the Owner, its affiliates, its officers, directors, employees and agents from and against any and all claims, suits, actions, liabilities, damages, losses, costs and expenses by reason of injury or death to person(s) or damage to property to the extent caused by the negligent acts or omissions, violation of law or regulation, or willful misconduct of Bidder, its officers, agents and employees, in the performance of this order.

B. Penalties. If this Contract/Bid is accepted, Bidder proposes and agrees that Bidder will be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise or be alleged to have arisen out of or in connection with Bidder's performance of or failure to perform hereunder.

5. Firm Proposal.

1) All prices and other terms stated in this Contract/Bid are firm and will not be subject to withdrawal, escalation, or change so long as Owner accepts this Contract/Bid within 24 days after the date this sealed Contract/Bid is opened. Metals' escalation or de-escalation will be utilized. Copper base price for bids: **$5.10 per pound.** All other manufacturing costs shall be fixed at the bid price.

6. Bidder's Representations and Warranties.

To induce Owner to accept this Contract/Bid, Bidder hereby represents and warrants as follows:

A. The Products. Bidder warrants to the Owner that the Goods will conform to the specifications, drawings and other descriptions supplied or adopted by the Owner. All warranties available from the manufacturer of the goods sold to Owner shall be passed through to Owner from Bidder. Bidder agrees to work diligently on behalf of Owner to ensure manufacturer of goods promptly fulfills their warranty obligation.

The manufacturer shall warrant that the Product will be of merchantable quality and, for a period of not less than one year after delivery (i) will be free from any latent or patent defects and flaws in workmanship, materials, and design, (ii) will strictly conform to the requirements of this Contract/Bid, and (iii) will be fit, sufficient, and suitable for the purposes expressed in or reasonably inferred from this Contract/Bid.

B. Compliance with Laws. All Products and all of their components will comply with, and Bidder agrees to be bound by, all applicable federal, state, and local laws, orders, rules, and regulations as they may be modified or amended from time to time. Every provision required by law to be inserted into this Contract/Bid will be deemed to be inserted herein.

C. Not Barred. Bidder is not barred by law from contracting with Owner or with any other unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Bidder is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax as set forth in 65 ILCS 5/11-42.1-1, (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33 of the Criminal Code of 1961, 720 ILCS 5/33E-1 *et seq.*, or (iii) for any other reason.

D. Qualified. Bidder has the requisite experience, ability, inventory, capital, facilities, equipment, plant, organization, and staff to enable Bidder to deliver the Products at the Contract Price and within the Contract Time Proposal set forth above.

7. Acknowledgments.

In submitting this Contract/Bid, Bidder acknowledges and agrees that:

A. Reliance. Owner is relying on all warranties, representations, and statements made by Bidder in this Contract/Bid.

B. Reservation of Rights. Owner reserves the right to reject any and all bids, reserves the right to reject the low price bid, and reserves such other rights as are set forth in the Instructions to Bidders.

C. Acceptance. If this Contract/Bid is accepted, then Bidder will be bound by each and every term, condition, or provision contained in this Contract/Bid and in Owner's written notification of acceptance in the form included in this bound set of documents.

D. Remedies. Each of the rights and remedies reserved to Owner in this Contract/Bid are cumulative and additional to any other or further remedies provided in law or equity or in this Contract/Bid.

E. Time; Days. Time is of the essence for this Contract/Bid. Except where specifically stated otherwise, references in this Contract/Bid to days will be construed to refer to calendar days.

F. No Waiver. No examination, inspection, investigation, test, measurement, review, determination, decision, certificate or approval by Owner, whether before or after Owner's acceptance of this Contract/Bid; nor any information or data supplied by Owner, whether before or after Owner's acceptance of this Contract/Bid; nor any order by Owner for the payment of money; nor any payment for or use, possession, or acceptance of the whole or any part of any Product; nor any extension of time granted by Owner; nor any delay by Owner in exercising any right under this Contract/Bid; nor any other act or omission of Owner will constitute or be deemed to be an acceptance of any defective, damaged, or nonconforming Product; nor operate to waive or otherwise diminish the effect of any representation or warranty made by Bidder or of any requirement or provision of this Contract/Bid or of any remedy, power, or right of Owner.

G. Assignment. Neither this Contract/Bid, nor any interest herein, may be assigned or subcontracted in whole or in part by Bidder except with the prior written consent of Owner.

H. Governing Law. This Contract/Bid and all rights of the parties under this Contract/Bid will interpreted according to the laws of, but not the conflict of law rules of, the State of Illinois.

DATED this 1st date of FEB 2022

Bidder's Status: (X) PA Corporation (State) ( ) Partnership (State) ( ) Individual Proprietor

Bidder's Name: WESCO DIST INC

Doing Business As (if different): WESCO

Signature of Bidder or Authorized Agent: [redacted]

(CORPORATE SEAL, IF APPLICABLE)

Printed Name: MATT BOGGS

Title/Position: ACCOUNT REP

Bidder's Business Address: 2401 INTERNATIONALE PKY
WOODRIDGE, IL 60517

Bidder's Business Telephone [redacted] Facsimile:( )

If a Corporation or Partnership, list all Officers or Partners:

JOHN ENGEL	PRESIDENT	
DAVID SCHULTZ	CFO	
CHRIS WOLF	VP, HR OFFICER	

Pad-mount Transformer Data Sheet

1 Phase KVA Rating:	100
Frequency (Hz):	60Hz
Impedance Range:	Min_____ Max____ 2.65
Temperature Rise (Over 30°C ambient):	65°C
Primary Coil Voltage (kV):	7.2
Primary Connection:	Ground Wye
Primary Termination:	200 amp load break bushing inserts
Feed:	Loop
Primary Taps:	None
Primary BIL (kV):	95
Secondary Voltage (V):	240/120
Secondary Connection:	Wye
Secondary Termination:	4-hole NEMA spades
Insulating Fluid:	Naphthenic based mineral oil

Other Special Instructions:

- Guaranteed load and no load losses to be furnished with bid.
- Deviation in excess of bid losses will be credited to the Village on invoice.
- Load losses to be evaluated at $2.67 per watt and no-load losses to be evaluated at $12.49 per watt.
- Provide transformer dimension with bid.
- Quote best delivery date with bid
- Transformer shall be delivered on an open bed truck
- Deliveries shall be received **NO SOONER** than January 1st, 2023 :
  - Require 48 hours advance notification, phone (847) 716-3551
  - Receiving hours: Monday – Friday, 7:15AM – 3:00PM
  - 1390 Willow Road, Winnetka, Illinois 60093

BID SUBMITTAL

Vendor: WESCO DIST

Address: 2401 INTERNATIONALE PKY WOODRIDGE, IL 60517

Email: [redacted]

Phone:

Transformer Manufacturer ABB / HITACHI

KVA Size	Bid Evaluation Quantity	Cost for Each Transformer	No Load Losses	Full Load Losses	Delivery Time (Weeks)
100	8	12636	.141 KW	.962 KW	130-132 WKS

The Village of Winnetka Water & Electric Department reserves the right to split this order quantity between multiple winning bidders to hedge against supply chain risks present in the market .

Weight (lbs) 1154

Warranty (at delivery) 18 MOS

Warranty (in service) 12 MOS

Dimensions (inches)

A	24-42
B	30-46
C	32-44
D	14-19