

Winnetka Village Council
REGULAR MEETING
Village Hall
510 Green Bay Road
October 1, 2019
7:00 p.m.

Emails regarding any agenda item are welcomed. Please email contactcouncil@winnetka.org, and your email will be relayed to the Council members. Emails for the Tuesday Council meeting must be received by Monday at 4 p.m. Any email may be subject to disclosure under the Freedom of Information Act.

AGENDA

- 1) Call to Order
- 2) Pledge of Allegiance
- 3) Quorum
 - a) Thursday, October 10, 2019 Study Session
 - b) October 15, 2019 Regular Meeting
 - c) October 29, 2019 Budget Meeting
- 4) Public Comment
- 5) Reports
- 6) Approval of Agenda
- 7) Consent Agenda
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 - d) Resolution No. R-76-2019: Police Department Partial Remodel Phase 2 (Adoption).....95
 - e) Ordinance No. MC-9-2019: Prohibiting Recreational Cannabis Businesses (Public Hearing & Introduction)137
- 9) Old Business: None.

- 10) New Business: None.
- 11) Appointments
- 12) Closed Session
- 13) Adjournment

NOTICE

All agenda materials are available at [villageofwinnetka.org](http://www.villageofwinnetka.org) (Government > Council Information > Agenda Packets & 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: <http://www.villageofwinnetka.org/government/village-videos/>.

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

**MINUTES
WINNETKA VILLAGE COUNCIL STUDY SESSION**

September 10, 2019

(Approved: xx)

A record of a legally convened meeting of the Council of the Village of Winnetka, which was held in the Village Hall Council Chambers on Tuesday, September 10, 2019 at 7:00 p.m.

- 1) Call to Order. President Rintz called the meeting to order at 7:02 p.m. Present: Trustees Jack Coladarci, Andrew Cripe, Robert Dearborn, and Penny Lanphier. Absent: Trustees John Swierk and Anne Wedner. Also in attendance: Village Manager Robert Bahan, Assistant Village Manager Megan Pierce, Village Attorney Ben Schuster, Public Works Director Steve Saunders, Assistant Public Works Director Jim Bernahl, Finance Director Tim Sloth, and approximately 6 persons in the audience.
- 2) Public Comment. None.
- 3) Residential Refuse Collection Evaluation Follow-Up. Mr. Saunders recapped previous Council discussions on the Village's refuse collection operations; tonight's discussion will concern "Pay-as-you-Throw" (PAYT) and curbside collections. The main goal of a PAYT program is to encourage customers to generate less trash and ultimately opt for curbside collections. Since the Village's financial billing system is not currently compatible with RFID chips, the use of several sizes of containers to differentiate levels of service was discussed at the July 10 Study Session.

Mr. Saunders proposed funding the purchase of new refuse containers in the 2020 Budget, with an option to implement a modified PAYT program by July 1, 2020. He noted that developing a rate design that incentivizes waste reduction and curbside collection is a sensitive project, as there are annual revenue goals the Refuse Fund must meet.

President Rintz called for public comment.

Steve Juliasson, Hubbard Woods. Mr. Juliasson asked: (i) what happens if a refuse container breaks; and (ii) if curbside collection is the preferred option.

Mr. Saunders explained that: (i) the Village replaces broken or worn refuse containers; and (ii) the Village would still provide backdoor service, but will offer curbside at a lower fee for those residents who desire to pay less.

Cecilia Milotti, Rosewood Avenue. Ms. Milotti asked if she could pay for only twice monthly collection. President Rintz said that is not an option that could be offered, but the smaller cans will reduce her refuse costs.

Joan von Krogh, Winnetka resident. Ms. Von Krogh said she doesn't generate refuse and only puts out recycling once per month and that it would be most equitable to charge based upon the size of each household. President Rintz explained that the Village is trying to be as fair as possible while still needing to pay the expenses of running refuse service; perfect fairness is not achievable without an inordinate amount of administration.

Trustee Cripe pointed out that there are large families in the Village that do not generate large amounts of refuse because they recycle and compost, as well as buy items in bulk with less packaging.

Mr. Juliasson asked about RFID technology for the Village. Mr. Saunders reiterated that the current billing system does not support it; however, he would purchase containers with the chips in the event the technology becomes supported at some future point.

Chuck Dowding, 968 Elm Street and Chair of the Environmental & Forestry Commission. Mr. Dowding thanked the Council for making progress on the refuse issue, and commended the proposed new system.

Jeffrey Liss, 640 Winnetka Mews. Mr. Liss said the backdoor refuse collections are what makes Winnetka a special place to live in many people's opinion. He asked if there are real cost savings and reduced worker injury with PAYT and called for documentation.

Pat Balsamo asked what happened with the composting issue. Mr. Saunders explained that the Village is partnering with three composting vendors for residents to choose from, and that the information has been disseminated on the Village's website, in E-Winnetka and in the *Winnetka Report*.

The Council discussed the PAYT and curbside collection proposals.

Trustee Cripe said he thought the proposal has been well thought-out and accomplishes the Village's goals in a straightforward and comprehensible manner. He added that encouraging residents to reduce their garbage is a responsible aim as landfills are nearing capacity.

Trustee Dearborn pointed out that 90% of residents expressed satisfaction with refuse service, and he cautioned against transferring cost burdens to those who opt for back door collection. He urged the Village to address the issue of residents who do not put their containers at the top of the driveway, and to consider the aesthetics of curbside collection (i.e., animals, litter). He expressed a preference for offering the smaller bins at a lower fee, but keeping the refuse collection strictly back door.

Trustee Lanphier said she thought the Village's goals are not clearly delineated. She wondered if the problems with back door service might revolve around the Village being too lenient with residents who don't follow the rule of leaving the container in plain sight; and she urged more enforcement for those customers.

Trustee Coladarci expressed concern with unsightliness of trash containers in front of houses; he added that the back door collection is a special perk of living in Winnetka and makes the financial burden of living in the Village seem more worthwhile.

Trustee Dearborn added that reducing waste means composting more and reducing the overall amount of garbage.

Trustee Cripe explained that the status quo is being retained, with the option of curbside collections in two different sizes being added; the program would be an interim step towards being able to automate collections in the future. He added that another compelling argument is the negative impact of back door collection on refuse workers, which drives up injury costs.

Trustee Lanphier suggested moving gradually with a curbside program.

President Rintz noted that younger residents don't think twice about curbside refuse collection. He added that notwithstanding the high taxes residents pay, back door service results in a high risk of injury for the Village's refuse staff; curbside collection makes their job more humane and extends their careers.

After more discussion, the Trustees agreed they could support the recommended new program:

- 1x/week curbside, 35 gal. cart: \$22-27/month
- 1x/week curbside, 65 gal. cart: \$33-38/month
- 1x/week backdoor: \$45-55/month
- 2x/week backdoor: \$100-110/month

- 4) Closed Session. Trustee Dearborn moved to adjourn into Closed Session to discuss the Purchase or Lease of Property Owned by the Village of Winnetka, and Review of Closed Session Minutes, pursuant to Sections 2c(5) and 2c(21) of the Illinois Open Meetings Act. Trustee Cripe seconded the motion. By roll call vote, the motion carried. Ayes: Trustees Coladarci, Cripe, Dearborn, and Lanphier. Nays: None. Absent: Trustees Swierk and Wedner.

President Rintz announced that the Council would not return to the open meeting after Closed Session. The Council adjourned into Closed Session at 8:45 p.m.

- 4) Adjournment. Trustee Lanphier, seconded by Trustee Cripe, moved to adjourn the meeting. By voice vote, the motion carried. The meeting adjourned at 9:35 p.m.

Recording Secretary

**MINUTES
WINNETKA VILLAGE COUNCIL
REGULAR MEETING
September 17, 2019**

(Approved: xx)

A record of a legally convened regular meeting of the Council of the Village of Winnetka, which was held in the Village Hall Council Chambers on Tuesday, September 17, 2019, at 7:00 p.m.

- 1) Call to Order. President Rintz called the meeting to order at 7:01 p.m. Present: Trustees Andrew Cripe, Robert Dearborn, John Swierk, and Anne Wedner. Absent: Trustees Jack Coladarci and Penfield Lanphier. Also present: Village Manager Robert Bahan, Assistant Village Manager Megan Pierce, Village Attorney Peter Friedman, Community Development Director David Schoon, Human Resources Generalist Ann Eriksson, and approximately 20 persons in the audience.
- 2) Pledge of Allegiance. Trustee Dearborn led the group in the Pledge of Allegiance.
- 3) Quorum.
 - a) October 1, 2019 Regular Meeting. All of the Council members present except Trustee Dearborn said they expect to attend.
 - b) Thursday, October 10, 2019 Study Session. All of the Council members present said they expect to attend.
 - c) October 15, 2019 Regular Meeting. All of the Council members present except Trustee Wedner said they expect to attend.
- 4) Public Comment.

[Trustee Lanphier arrived at 7:04 p.m.]

Louise Holland, 545 Oak Street. Ms. Holland thanked the Council on behalf of the Landmark Preservation Commission.

Jessica Tucker, Locust Street. Ms. Tucker thanked the Council for its continued support of the 9/11 flag commemoration.
- 5) Reports:
 - a) Trustees.
 - i) Trustee Swierk reported on the ongoing consultant interviews for the Comprehensive Plan update.
 - ii) Trustee Lanphier reported on the most recent Community Conversations at the Farmers' Market.
 - b) Attorney. None.
 - c) Manager. None.
 - d) Village President. None.

- 6) Approval of the Agenda. President Rintz announced that Ordinance Nos. M-8-2019, M-9-2019, and M-13-2019 would be removed from the Consent Agenda for a separate vote Ordinances & Resolutions. Trustee Cripe, seconded by Trustee Dearborn, moved to approve the final form of the Agenda. By voice vote, the motion carried.

[Trustee Coladarci arrived at 7:08 p.m.]

7) Consent Agenda

a) Village Council Minutes.

i) September 3, 2019 Regular Meeting.

b) Approval of Warrant List dated August 30 - September 12, 2019 in the amount of \$1,751,820.87.

c) Ordinance No. MC-8-2019: Submission & Approval of Plats of Subdivisions for Planned Developments (Adoption).

d) Ordinance No. M-8-2019: 949 Fisher Lane Landmark Designation (Adoption). This item was removed from the Consent Agenda for discussion under Ordinances & Resolutions.

e) Ordinance No. M-9-2019: 779 Bryant Avenue Landmark Designation (Adoption). This item was removed from the Consent Agenda for discussion under Ordinances & Resolutions.

f) Ordinance No. M-13-2019: 1094 Fisher Crescent Lane Landmark Designation (Adoption). This item was removed from the Consent Agenda for discussion under Ordinances & Resolutions.

g) Resolution No. R-73-2019: Authorizing Agreement with GovHR for Compensation and Classification Evaluation (Adoption).

h) Resolution No. R-74-2019: Approval and Release of Closed Session Minutes (Adoption).

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

8) New Business

a) North Shore Country Day School Day Proclamation.

President Rintz invited North Shore Country Day School (NSCDS) Headmaster Tom Flemma to comment on the 100th anniversary of the NSCDS. Mr. Flemma thanked the Council for its strong partnership with the school, adding that the school is honored to celebrate its Centennial the same year the Village celebrates its Sesquicentennial.

President Rintz read the Proclamation aloud, and presented it to Headmaster Flemma.

b) Pioneer Day Proclamation.

President Rintz invited Ann Eriksson, Human Resources Generalist, to tell the audience about the upcoming Pioneer Day event. Ms. Eriksson invited the community to the final

celebration of Winnetka's Sesquicentennial: Pioneer Day, explaining it would be a day of fun and education to close out the events of Winnetka's 150th birthday year.

President Rintz thanked Ms. Eriksson for her hard work organizing the Sesquicentennial events in 2019, and read aloud a Proclamation proclaiming September 22 as Pioneer Day.

9) Ordinances and Resolutions.

a) Ordinance No. M-8-2019: 949 Fisher Lane - Landmark Designation (Adoption).

Trustee Lanphier said she was thrilled to see the three houses nominated for landmark status.

Trustee Cripe, seconded by Trustee Lanphier, moved to adopt Ordinance No. M-8-2019. By roll call vote, the motion carried. Ayes: Trustees Coladarci, Cripe, Dearborn, Lanphier, and Swierk. Nays: Trustee Wedner. Absent: None.

b) Ordinance No. M-9-2019: 779 Bryant Avenue - Landmark Designation (Adoption).

Trustee Lanphier, seconded by Trustee Cripe, moved to adopt Ordinance No. M-9-2019. By roll call vote, the motion carried. Ayes: Trustees Coladarci, Cripe, Dearborn, Lanphier, and Swierk. Nays: Trustee Wedner. Absent: None.

c) Ordinance No. M-13-2019: 1094 Fisher Crescent Lane Landmark Designation (Adoption).

Trustee Coladarci, seconded by Trustee Lanphier, moved to adopt Ordinance No. M-13-2019. By roll call vote, the motion carried. Ayes: Trustees Coladarci, Cripe, Dearborn, Lanphier, and Swierk. Nays: Trustee Wedner. Absent: None.

d) Ordinance No. M-15-2019: 1083 Gage Street - North Shore Barber - Special Use Permit (Introduction/Adoption). Mr. Schoon reviewed this request to locate a barber shop on the ground floor in the Commercial Retail Overlay district.

Failouni Ghassan, the applicant, said he is looking forward to opening his business in Winnetka.

Trustee Lanphier clarified that the Zoning Ordinance had been changed to prevent the Village from being overrun by barber shops and beauty salons, but that this was a welcome use for the area.

There being no further public or Council comment, Trustee Swierk, seconded by Trustee Dearborn, moved to waive introduction of Ordinance No. M-15-2019. By roll call vote, the motion carried. Trustees Coladarci, Cripe, Dearborn, Lanphier, Swierk, and Wedner. Nays: None. Absent: None.

Trustee Swierk, seconded by Trustee Wedner, moved to adopt Ordinance No. M-15-2019. By roll call vote, the motion carried. Ayes: Trustees Coladarci, Cripe, Dearborn, Lanphier, Swierk, and Wedner. Nays: None. Absent: None.

10) Old Business.

- a) Recreational Cannabis Businesses (Public Hearing). President Rintz explained that the Village has not received an application to open a cannabis business in Winnetka. He noted that the issue is being discussed because the Council wants to consider the policy question of whether or not to allow such businesses prior to the January 1, 2020 effective date of legalized recreational cannabis in Illinois.

Trustee Swierk recused himself due to an appearance of a conflict of interest with his current clients; he stepped down from the dais.

President Rintz opened the public hearing at 7:30 p.m.

Mr. Schoon explained that the Illinois Cannabis Regulation Tax Act gives authority to municipalities to regulate the zoning of cannabis businesses, including prohibiting such businesses; permit on-premises consumption of cannabis in the event a business is approved; and impose a local tax of up to 3% on the retail sale of cannabis. Tonight's public hearing will provide feedback to the Council on the policy question of whether or not to allow cannabis businesses in Winnetka. Next, Mr. Schoon reviewed the zoning issues related to any potential approval of cannabis businesses.

President Rintz, after commenting that the vast majority of emails the Council had received were against allowing cannabis businesses in Winnetka, called for public comment.

Cecilia Milotti, 422 Rosewood Avenue; Elizabeth Parkinson, 321 Linden Avenue; Jessica Tucker, 850 Locust Street; all spoke against allowing cannabis businesses in Winnetka.

Maggie, local student. Maggie asked what measures the Council would take to prevent marketing to minors if cannabis businesses are approved in Winnetka.

Jennifer Coker, 800 Oak Street; and Rickard Liable; both expressed support for a cannabis dispensary in Winnetka for the revenue benefits, as well as to fill vacant storefronts in Winnetka.

President Rintz announced that the Village of Glencoe's Zoning Commission is holding a public hearing on October 7 to discuss its proposal to open a cannabis dispensary in a shopping center on Winnetka's northern border. He encouraged Winnetka residents to attend that meeting to express their views.

Trustee Lanphier asked if the Smoke Free Illinois Act would also affect the smoking of cannabis. Attorney Friedman confirmed that all facilities affected by the Smoke Free Act will also prohibit smoking of cannabis, except for locations where onsite consumption is permitted.

President Rintz said the first question to be answered is whether the Council wishes to allow the sale of recreational cannabis in the Village, as a "no" would make all the other zoning questions moot.

Trustee Cripe said although he has no problem with cannabis use or decriminalization, he could not support permitting cannabis businesses while Federal law makes cannabis illegal.

Trustee Wedner said she would like more input from the community, especially new voices; she declined to impose her perspective on the issue until more residents have come forward with their views.

Trustee Lanphier said she could not support a cannabis business in Winnetka, as there are too many practical problems to be sorted out - including the disparity between Federal and State laws.

Trustee Dearborn said the issue is the message Winnetka would send to the world by allowing cannabis businesses; especially the signal to the Village's youth in light of data about dangers associated with cannabis use in youngsters. He supported Winnetka being a cannabis-free municipality.

Trustee Coladarci did not see a benefit for the Village in permitting a cannabis dispensary or lounge; he said the issue is similar to Winnetka's stance with regard to liquor stores and bars, which are also prohibited.

President Rintz said the issue for him is what it would say about Winnetka, even in the face of the financial benefits of allowing a retail cannabis business. He agreed that the disparity with Federal law is a solid consideration; and the vast majority of communication from residents has been to prohibit cannabis businesses in the Village.

There was general agreement to direct Attorney Friedman to draft an Ordinance prohibiting all cannabis businesses in Winnetka, including craft growers, cultivation centers, dispensaries, infusers, processors, or shippers.

President Rintz continued the public hearing to the October 1, 2019 Regular Council meeting.

Trustee Swierk returned to the dais.

11) Appointments: None.

12) Closed Session. Trustee Cripe moved to adjourn into Closed Session to discuss Collective Bargaining, pursuant to Section 2c(2) of the Illinois Open Meetings Act. Trustee Swierk seconded the motion. By roll call vote, the motion carried. Ayes: Trustees Coladarci, Cripe, Dearborn, Lanphier, Swierk, and Wedner. Nays: None. Absent: None.

President Rintz announced that the Council would not return to the open meeting after Closed Session. The Council adjourned into Closed Session at 8:15 p.m.

13) Adjournment. Trustee Wedner, seconded by Trustee Cripe, moved to adjourn the meeting. By voice vote, the motion carried. The meeting adjourned at 8:43 p.m.

Recording Secretary



Agenda Item Executive Summary

Title: Approval of Warrant List Dated September 13-26, 2019

Presenter: Robert M. Bahan, Village Manager

Agenda Date: 10/01/2019

Consent: ☒ YES ☐ NO

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

Item History:

None.

Executive Summary:

The Warrant List dated September 13-26, 2019 was emailed to each Village Council member.

Recommendation:

Consider approving the Warrant List dated September 13-26, 2019.

Attachments:

None.



Agenda Item Executive Summary

Title: Ordinance No. M-16-2019: Establishing an Administrative Procedure to Determine Eligibility for Benefits under the Illinois Public Safety Employee Benefits Act (Introduction)

Presenter: Megan E. Pierce, Assistant Village Manager

Agenda Date: 10/01/2019

Consent: ☐ YES ☒ NO

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

Item History:

October 2, 2018- Resolution No. R-60-2018

Executive Summary:

In October 2018 the Village Council adopted, by Resolution, an administrative procedure that the Village uses to determine eligibility for benefits under the Illinois Public Safety Employee Benefits Act (PSEBA). A few updates have been made to the original process outlined. Village staff also recommends this process is established by an Ordinance, rather than as a Resolution.

Recommendation:

Consider introduction of Ordinance No. M-16-2019, Establishing an Administrative Procedure to Determine Eligibility for Benefits under the Illinois PSEBA.

Attachments:

- Ordinance No. M-16-2019

**AN ORDINANCE ESTABLISHING AN ADMINISTRATIVE PROCEDURE TO
DETERMINE ELIGIBILITY FOR BENEFITS UNDER
THE ILLINOIS PUBLIC SAFETY EMPLOYEE BENEFITS ACT (“PSEBA”)**

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 Public Safety Employee Benefits Act, 820 ILCS 320/1 *et seq.* (“**PSEBA**”) was enacted in 1997 to require taxpayer payment for certain health insurance benefits when a full-time law enforcement officer, correctional or correctional probation officer, or firefighter suffers a qualifying injury (820 ILCS 320/10 (a)); and

WHEREAS, the Village is authorized to establish administrative procedures for determining claims for benefits under the Act (“**PSEBA Procedures**”) pursuant to its Home Rule Authority and as recognized in *Pedersen v. Village of Hoffman Estates*, 2014 IL App (1st) 123402; and

WHEREAS, on October 2, 2018, the Village Council adopted Resolution R-60-2018, establishing procedures to determine benefit eligibility under PSEBA (“Previous Procedures”); and

WHEREAS, the Village Council has determined that it is in the best interest of the Village to amend the Previous Procedures and formally approve the amended PSEBA procedures as set forth in this Ordinance;

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

SECTION 1:

Title.

Administrative Procedure to Determine Eligibility for Benefits Under the Public Safety Employee Benefit Act (“PSEBA”).

Purpose.

The purpose of these administrative procedures is to provide a fair and efficient method of determining the eligibility of full-time Winnetka police officers and firefighters for PSEBA benefits.

Procedures Do Not Constitute a Contract.

The administrative procedures provided in this Ordinance do not constitute, and shall not be construed to constitute, a contract that bestows a benefit or entitlement on any particular individual. These procedures are subject to modification or amendment by the Village Council at any time.

Definitions.

Dependent Child. Dependent Child shall have the meaning set forth in PSEBA and shall only apply to existing dependent children at the time a public safety employee applies for a line-of-duty disability pension.

Director. Director shall mean the Director of the Village's Human Resources Department (Assistant Village Manager) or their designee.

Firefighter. Firefighter shall mean a full-time firefighter (firemedic) employed by the Village of Winnetka on duty at the time of his/her catastrophic injury.

Police Officer. Police officer shall mean a full-time law enforcement officer of the Village of Winnetka on duty at the time of his/ her catastrophic injury.

Procedures. The administrative procedures set forth in this Ordinance for determining claims for benefits under the Act.

Spouse. Spouse of the "injured Firefighter or Police Officer" shall be defined by the Village's Health Insurance Plan, and aside from applicable eligibility and loss of coverage provisions in such Plan, shall only apply to a public safety employee's current spouse at the time he or she applies for a line-of-duty disability pension.

PSEBA Application Required.

Any firefighter or police officer seeking PSEBA benefits ("**Applicant**") must complete an application in strict conformance with the standards set forth under PSEBA and in these Procedures ("**Application**"). The Application may seek benefits for the Applicant and/or the Applicant's spouse and eligible dependent children as provided in PSEBA. ("**Applicant's Beneficiaries**").

Application Procedure.

An Applicant shall file a PSEBA Application not later than thirty (30) days after the date of the award of a permanent duty-related disability pension to the Applicant by the Pension Board or the date such other event occurs which the Applicant claims qualifies the Applicant for PSEBA benefits (“**Event Date**”). Any Police Chief or Fire Chief who is not subject to the jurisdiction of a Pension Board shall submit a completed PSEBA Application within six months of the Event Date.

A copy of these Procedures will be provided to the Applicant along with the PSEBA Application forms.

A. The Application shall require, at a minimum, the name of the employee; the full name of the Applicant’s Spouse, date of marriage, with marriage license attached; birth certificates or adoption orders for all Dependent Children, and any and all other documents establishing that a child is “dependent” pursuant to PSEBA; the date of hire; detailed information regarding the qualifying incident(s) including date, time, place and nature of injury, and any other factual circumstances surrounding the incident giving rise to the claim; the identities of witnesses to the incident, and the names and addresses of the Applicant’s medical providers and information identifying the health care plan or plans that the Applicant has been enrolled in at all times subsequent to the qualifying incident, including the dates of any such enrollments; information and supporting documentation filed with the Pension Board by the applicant and all exhibits on file with the Pension Board and also including the names of all physicians and physician associated treaters (such as physical therapists, chiropractor, physician assistants, etc.) that an Applicant has seen for any treatment during the past ten (10) years; any and all rulings or determinations by the Pension Board; any and all documents supporting the PSEBA eligibility requirement for Applicant’s beneficiaries, including, without limitation: proof of active school enrollment and employment. Failure to file a fully complete application, along with submittal of all supporting required by these Procedures (“**Supporting Documents**”), shall result in a forfeiture of PSEBA benefits until the next date of open enrollment for the insurance.

B. *Medical Release Required.* A medical release form provided by the Director, authorizing the collection of medical information by the Village related to the incident, including, but not limited to, disability pension proceedings, Workers’ Compensation records and medical records, and each of the physicians and physician associated treaters identified in the above paragraph, shall be signed by the Applicant and submitted with the PSEBA Application (“**Medical Release**”). The Medical Release shall specify the name, address, email and phone information for pertinent health care providers and hospitals, along with the Applicant’s

signature and a witness's signature. The Medical Release shall comply with HIPAA standards. Medical records secured from the Applicant's health care providers and hospitals by the Village pursuant to the Medical Release shall be considered "Supporting Documents" for the Application.

C. *Additional Information.* The Director shall, at any time, have the authority to modify the PSEBA application, or seek additional information from an Applicant, to better enable the Village to ascertain the Applicant's eligibility under PSEBA.

D. *No Review Until Complete Application Filed.* The Village's review of the PSEBA Application will not occur until all of the required information, including all Supporting Documents, are submitted to the Director. The completed Application and Supporting Documents must be submitted by hand delivery or certified mail to the Village's Human Resources Department, at 510 Green Bay Road, Winnetka, IL 60093.

E. *Sworn Application.* All Applicants shall be sworn by the Applicant and notarized. All Supporting Documents submitted by the Applicant shall be verified under oath by the Applicant and notarized.

Processing of Application by Human Resources Department.

Upon receipt of a timely filed and complete PSEBA Application, the Director will review the Application to evaluate whether the Application is complete and demonstrates the Applicant's eligibility for PSEBA benefits.

A. *Request for Additional Information.* If the Director determines that additional information is necessary in order to evaluate the Applicant's eligibility for PSEBA benefits, the Director may schedule an informal meeting with the Applicant and/or the Applicant's designated representative. The Director also may consult with other individuals and/or resources as the Director deems appropriate.

B. *Meeting Concerning Initial Determination of Denial.* If after reviewing the Application and Supporting Documents the Director determines that the Application does not demonstrate eligibility for PSEBA benefits, the Director will send written notice to the Applicant via certified mail summarizing the reasons for the initial determination and providing the Applicant with the opportunity to meet with the Village Manager and/or the Director concerning the Application. The Applicant must request the meeting within 14 days after receipt of the written notice. At the meeting, the Applicant may present any additional information the Applicant deems appropriate. The parties shall require sworn testimony, and in order to preserve a record, at a minimum, the meeting shall be audio-recorded and/or recorded by a court reporter authorized to administer oaths.

C. *Recommendation by Director.* After completing review of the Application and Supporting Documents, and, if applicable, conducting the meeting with the Applicant after an initial determination of ineligibility pursuant to Paragraph B above, the Director will make a recommendation to the Village Manager of approval or denial of the Application.

D. *Final Decision of Village Manager.* The Village Manager will approve or deny the Application not less than 45 days after receipt of the Director's recommendation. If the Village Manager approves the Application, the Village Manager will issue a written notice to the Applicant of the approval and will authorize the Director to award PSEBA benefits to the Applicant and/or the Applicant's Beneficiaries. If the Village Manager denies the Application, the Village Manager will issue a written notice to the Applicant of the denial of the Application.

Health Insurance During Pendency of Application for PSEBA Benefits.

During the processing and review of the PSEBA Application, the Applicant may continue on the Village's health insurance plan. But, the Applicant may be responsible for payment of up to 100% of the health insurance premium, depending upon the Applicant's employment status with the Village.

If the Village Manager grants PSEBA benefits *and* the Applicant elected to continue on the Village's health insurance plan while the PSEBA Application was being reviewed, the Village will reimburse the Applicant for any health insurance premiums paid by the Applicant during the period beginning on the Event Date and ending on the date of the Village's first premium payment after the Village Manager's determination; provided, however, that any reimbursement by the Village will not exceed the pro rata amount of the Village's Base Insurance Plan (as defined below) monthly premium multiplied by the number of months, or part thereof, within the same period. The Village will pay the required reimbursement not later than 60 calendar days after the date of the Village Manager's determination. There shall be no reimbursement of health insurance premiums if the eligible recipient did not elect to continue on a Village health insurance plan while the PSEBA Application was being reviewed.

Benefits.

The only benefits granted pursuant to this Ordinance shall be those benefits required by PSEBA and the benefits shall not be less or greater than those required to be paid under PSEBA.

If the Village approves PSEBA benefits pursuant to this Ordinance, the Village's *PPO2* insurance plan (or another plan that the Village identifies in the future) is the plan offered

(“**Base Insurance Plan**”). The Village Manager reserves the right to change the Base Insurance Plan offered to persons eligible for health insurance benefits under PSEBA or those already receiving PSEBA benefits. The Base Insurance Plan will be determined annually at the start of the benefit open enrollment period. These procedures will be amended automatically if the Village decides to change the base insurance plan offered to persons who are awarded health insurance benefits under PSEBA. If the Applicant chooses to enroll in any plan other than the Base Insurance Plan offered by the Village, the Applicant must pay the difference in insurance premiums. Health insurance coverage under PSEBA does not include any supplemental coverage such as dental insurance or life insurance. All such supplemental coverage(s) are available, they may be continued by the eligible recipient at their own cost.

Reduction of PSEBA Benefits Via Other Payable Health Insurance Benefits.

Pursuant to PSEBA, health insurance benefits payable from any other source will reduce the benefits payable from the Village. Each PSEBA Applicant or Applicant’s Beneficiary claiming full health insurance benefits from the Village’s Base Insurance Plan will be required to sign an affidavit attesting that he or she is not eligible for insurance benefits from any other source.

It is the responsibility of the PSEBA benefit recipient to notify the Village within 30 days of any changes to other sources of health insurance benefits, and to otherwise comply with all applicable reporting and information requests and requirements. A PSEBA benefit recipient who receives health insurance benefits from the Village, and whose Village-paid premiums should have been reduced because of health insurance payable from another source, will be required to reimburse the Village for the difference between the premiums actually paid by the Village and the reduced premiums that the Village should have paid. The Village reserves the right to annually require any PSEBA benefit recipient to provide an affidavit attesting to any other health insurance available or payable to the PSEBA benefit recipient, the recipient’s spouse or to the recipient’s dependent children.

SECTION 2: If a court of competent jurisdiction sets aside any portion of this Ordinance as unconstitutional or unlawful, it shall not affect the validity of the remainder of the Ordinance.

SECTION 3: EFFECTIVE DATE. This Ordinance will be in full force and effect from and after its passage and approval as provided by law.

[SIGNATURE PAGE FOLLOWS]

PASSED this ____ day of October, 2019 pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this ____ day of October, 2019.

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
October, 2019.

Introduced:

Passed and Approved:



Agenda Item Executive Summary

Title: Ordinance No. M-17-2019: 880 Willow Road - Variations (Introduction/Adoption)

Presenter: David Schoon, Director of Community Development

Agenda Date: 10/01/19

Consent: ☐ YES ☒ NO

- ☒ Ordinance
- ☐ Resolution
- ☐ Bid Authorization/Award
- ☐ Policy Direction
- ☐ Informational Only

Item History:

None.

Executive Summary:

On October 1, the Village Council is scheduled to consider Ordinance No. M-17-2019 in response to an application submitted by Iulian Cazacu (the "Applicant"), as the owner of the property at 880 Willow Road (the "Subject Property"). The Applicant is requesting approval of the following zoning variations to allow construction of a new single family residence on an existing foundation on the Subject Property:

1. Gross Floor Area of 2,813.9 square feet, whereas a maximum of 1,879.94 square feet is permitted, a variation of 933.96 square feet (49.68%);
2. Front yard setback of 13.79 feet, whereas a minimum of 50 feet is required, a variation of 36.21 feet (72.42%); and
3. Side yard setback of 3.2 feet, whereas a minimum of 6 feet is required, a variation of 2.8 feet (46.67%).

In April 2019, the Applicant was issued a building permit to build a two-story addition and remodel the residence. On July 29, Village staff noticed the entire structure above grade had been demolished. Subsequently, a Stop Work Order was issued due to the work going beyond the scope of the approved building permit. Given the entire structure above grade was torn down, the Village's codes thus define the construction as a new home. A new home is required to comply with the current zoning requirements. Due to the pre-existing non-conformities of the residence that was torn down, zoning relief is necessary for the Applicant to proceed with construction to rebuild on the existing foundation (please refer to the attached staff report to the ZBA for further explanation). The plans submitted for the variation reflect the same improvements originally administratively approved by Village staff in April 2019.

Executive Summary (continued):

The Zoning Board of Appeals considered the application on September 9, 2019. After hearing from the Applicant and four neighbors opposed to the request, the ZBA discussed the request at length. Some members felt that since the residence had been torn down the new construction should be required to comply with the current zoning regulations. However, given the neighborhood context in terms of the front yard setback, they would be willing to consider a front yard setback variation but they did not find the side yard and GFA variations met the standards for granting a zoning variation.

Other members of the ZBA felt that since the proposed construction is the same as what was originally administratively approved by the Village staff in April, in compliance with the regulations prior to the construction going beyond the approved scope of work, the request should be approved. Additionally, some members found the nonconforming size of the lot to be a challenge, so much so that zoning relief would likely be required for any construction on the Subject Property.

The ZBA was originally split 3 to 3 on the request. Recognizing the need to provide the Village Council with a recommendation of approval or denial, the ZBA continued to discuss the request. Ultimately, the ZBA recommended, by a vote of 4 to 2, approval of the variations.

Details of the request can be found in the attached staff report to the ZBA. If you would like additional details please reference this report, which is included as Attachment B.

Recommendation:

Consider introduction of Ordinance No. M-17-2019 OR consider waiving introduction of Ordinance No. M-17-2019 and consider adoption of the Ordinance.

The Ordinance, if adopted, would allow construction of a single family residence at 880 Willow Road.

Attachments:

Attachment A: Ordinance No. M-17-2019, an Ordinance Granting Variations from the Winnetka Zoning Ordinance for the Construction of a Single Family Residence at 880 Willow Road

Attachment B: ZBA Staff Report

Attachment C: Zoning Matrix

Attachment D: Application Materials

Attachment E: Excerpt of draft September 9, 2019 ZBA meeting minutes

ATTACHMENT A

ORDINANCE NO. M-17-2019

**AN ORDINANCE GRANTING VARIATIONS
FROM THE WINNETKA ZONING ORDINANCE
FOR THE CONSTRUCTION OF A SINGLE FAMILY RESIDENCE
WITHIN THE R-2 SINGLE FAMILY RESIDENTIAL DISTRICT
(880 Willow Road)**

WHEREAS, Iulian Cazacu and Donya Tanzif (collectively, the "***Applicant***") are the record title owners of the parcel of real property commonly known as 880 Willow Road 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 R-2 Single Family Residential District of the Village ("***R-2 District***"); and

WHEREAS, the Subject Property was previously improved with a Single Family Residence ("***Former Structure***"), however, the Applicant demolished the Former Structure except for its foundation; and

WHEREAS, the Former Structure existed prior to February 7, 1989, and accordingly did not have the basement area included in the maximum building size and was a nonconforming structure related to front and corner yard setbacks and side yard setbacks; and

WHEREAS, the Applicant now desires to reconstruct a single-family residence on the Subject Property on the foundation of the Former Structure ("***Proposed Improvement***"); and

WHEREAS, pursuant to Section 17.64.040.E of the Winnetka Zoning Ordinance ("***Zoning Ordinance***"), no lawful nonconforming building that is destroyed shall be repaired or restored to its condition immediately prior to the occurrence of the destruction if the cost of such restoration would exceed 50 percent of the cost of construction of such building unless such building shall be made to conform to all of the regulations of the district in which it is located; and

WHEREAS, pursuant to Section 17.30.040 of the Zoning Ordinance, the Subject Property must have a gross floor area no greater than 1,879.94 square feet; and

WHEREAS, pursuant to Section 17.30.050 of the Zoning Ordinance, the Subject Property must have a minimum front yard setback of 50 feet; and

WHEREAS, pursuant to Section 17.30.060 of the Zoning Ordinance, the Subject Property must have a minimum side yard setback of 6 feet; and

WHEREAS, the Applicant filed an application for variations from: (i) Section 17.30.040 of the Zoning Ordinance to permit the Proposed Improvement to have a gross floor area of approximately 2,813.9 square feet; (ii) Section 17.30.050 of the Zoning Ordinance to permit the

construction of the Proposed Improvement with a front yard setback of approximately 13.79 feet; and (iii) Section 17.30.060 of the Zoning Ordinance to permit the construction of the Proposed Improvement with a side yard setback of approximately 3.2 feet (collectively, “**Variations**”); and

WHEREAS, on September 9, 2019, after due notice thereof, the Zoning Board of Appeals (“**ZBA**”) conducted a public hearing on the Variations and, by a vote of four to two, the members then present recommended that the Council of the Village of Winnetka (“**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 is 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 Variations for the Subject Property within the R-2 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 3 of this Ordinance, the Variations from Sections 17.30.040, 17.30.050, and 17.30.060 of the Zoning Ordinance to permit the construction of the Proposed Improvement 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: CONDITIONS. The Variations granted by Section 2 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 Improvement 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 Improvement 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, of 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 Improvement on the Subject Property must be in strict accordance with the following documents and 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: the 880 Willow Road Development Plan, prepared by Eduard Livanu, consisting of nine sheets, a copy of which is attached to, and by this reference, made part of this Ordinance as **Exhibit B (“Plans”)**.

SECTION 4: RECORDATION; BINDING EFFECT. A copy of this Ordinance will be recorded with the Cook County Recorder of Deeds. 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 5: 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 Section 2 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 Section 2 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 6: 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 7: 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 8: 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 8.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 _____, 2019, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this ____ day of _____, 2019.

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 _____,
2019.

Introduced: _____, 2019

Passed and Approved: _____, 2019

EXHIBIT A
LEGAL DESCRIPTION OF SUBJECT PROPERTY

Lot 7 and the East Half of Lot 6 in Oak Grove Addition to Winnetka, a subdivision of the East 8 acres of the Northwest ¼ of the Southeast ¼ of Section 20, Township 42 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as 880 Willow Road Lane, Winnetka, Illinois.

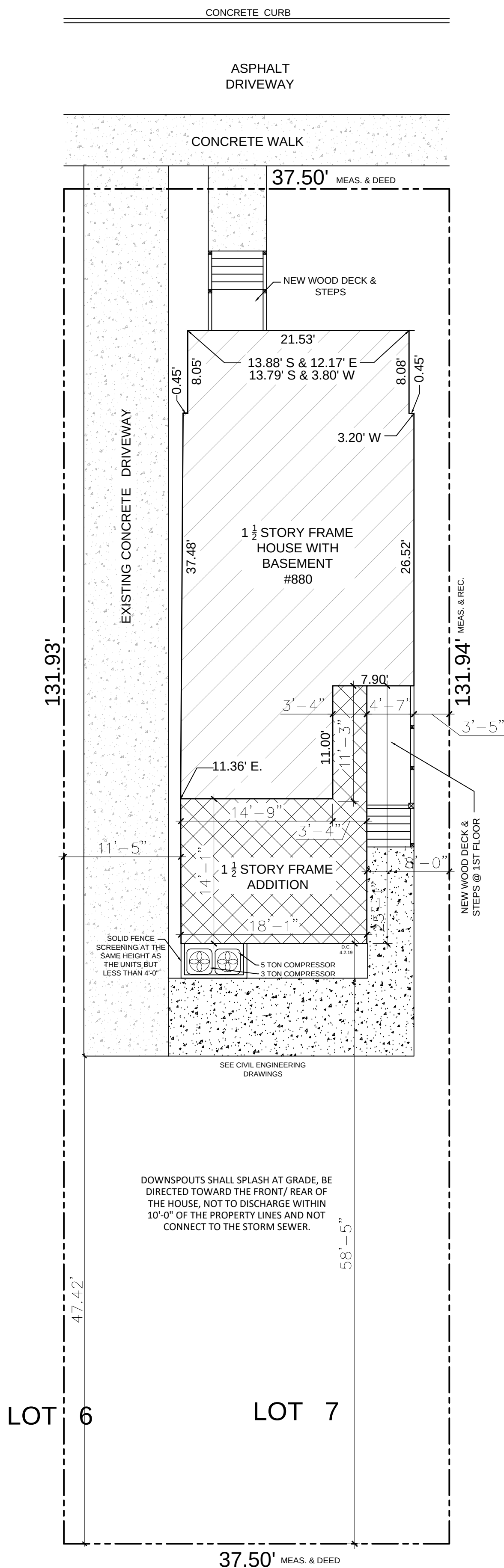
PIN: 05-20-400-022-0000

EXHIBIT B

PLANS

(SEE ATTACHED EXHIBIT B)

WILLOW RD.



LOT 7 AND THE EAST HALF OF LOT 6 IN OAK GROVE ADDITION TO
WINNETKA, A SUBDIVISION OF THE EAST 8 ACRES OF THE
NORTHWEST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 20, TOWNSHIP 42
NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN
COOK COUNTY, ILLINOIS
LAND TOTAL AREA: 4947.22 SQ FT. = 0.1136 ACRE.

 EXISTING SITE PLAN
SCALE: 1/8"=1'-0"



PROPOSED SITE PLAN

SCALE: 1/8"=1'-0"

REVISION TO PREVIOUSLY PERMITTED PROJECT FOR EXISTING EXTERIOR FRAME WALLS REPLACEMENT AND
EXISTING 1ST FLOOR FRONT ROOF REPLACEMENT, DUE TO UNSAFE STRUCTURAL CONDITIONS,
SAME DIMENSIONS AND SETBACKS AS EXISTING.
EXISTING BASEMENT RETAINING WALLS AND BRICK WALLS ABOVE GRADE TO REMAIN.

PREVIOUSLY PERMITTED SCOPE OF WORK: NEW 1½ STORY FRAME REAR ADDITION, INTERIOR REMODELING OF EXISTING HOUSE, REMOVE EXISTING FLOOR STRUCTURE AND REPLACE WITH NEW, NEW WOOD DECK AND BALCONY AT REAR, NEW WOOD STAIRS AT FRONT, REMOVE AND REPLACE EXISTING WINDOWS, INSTALL NEW SIDING AS PER PLANS

AT
880 WILLOW AVE.

ZONING INFORMATION

ISSUE	ORDINANCE REQUIREMENT	ACTUAL
ZONING DISTRICT	R-2	R-2
G.F.A.	1879.94 SF	BASEMENT 3'-8" ABOVE GRADE 933 SF (EXISTING BASEMENT WALLS BELOW AND ABOVE GRADE LEVEL TO REMAIN, NO REPLACEMENT) 1ST FLOOR 1,228.07 SF 2ND FLOOR ABOVE 7'-0" 644.48 SF TOTAL GFA 1,872.55 SF
ROOFED LOT COVERAGE	1236.80	1,228.07
IMPERMEABLE LOT COVERAGE	2473.61	2,226
BUILDING HEIGHT TO RIDGE	30'-0"	28'-6"
MINIMUM YARDS - FRONT (NORTH)	50'-0"	13.79'
MINIMUM YARDS - SIDE (EAST)	6'-0"	3'-3" 8'-0"
MINIMUM YARDS - SIDE (WEST)	8'-0"	11'-4" 11'-5"
MINIMUM YARDS - REAR	19.79'	58'-5"
NUMBER OF BEDROOMS		5
FIRE SPRINKLER SYSTEM TO BE PROVIDED		NO

ZONING: R-2 SINGLE FAMILY

BUILDING CODES

2009 INTERNATIONAL BUILDING CODES & INTERNATIONAL RESIDENTIAL CODES FOR ONE & TWO FAMILY DWELLINGS

2015 INTERNATIONAL ENERGY CONSERVATION CODES WITH THE ILLINOIS AMENDMENTS

2008 NATIONAL ELECTRIC CODE

2014 STATE OF ILLINOIS PLUMBING CODE

2009 INTERNATIONAL MECHANICAL CODES & INTERNATIONAL FIRE CODES

2009 NFPA LIFE SAFETY CODES AND THE VILLAGE OF WINNETKA BUILDING CODES DATED APRIL 26

2011 AND AMENDMENTS TO THE INTERNATIONAL CODES DATED AUGUST 16, 2012

DESIGN LOADS

ROOF LOAD: LIVE = 20 PSF
FLOOR LOAD: LIVE = 40 PSF (30 PSF AT SLEEPING AREAS)
WIND LOAD: 90 MPH
GROUND SNOW LOAD: 30 PSF

REFERENCE DRAWINGS

T-1	TITLE SHEET, SITE PLAN, & NOTES
G-1	GENERAL NOTES
D-1	DEMOLITION FLOOR PLANS
A-1	ARCHITECTURAL FLOOR PLANS
A-2	ARCHITECTURAL DETAILS, SCHEDULES AND NOTES
A-3	ARCHITECTURAL FRAMING PLANS
A-4	ARCHITECTURAL LONGITUDINAL SECTION AND FIRE STOPPING DETAILS
A-5	ARCHITECTURAL WOOD PORCH DETAILS
A-6	ARCHITECTURAL ELEVATIONS
M-1	MECHANICAL FLOOR PLANS
M-2	MECHANICAL SCHEDULES AND NOTES
E-1	ELECTRICAL FLOOR PLANS AND NOTES
E-2	ELECTRICAL LOAD CALC. & NOTES
P-1	PLUMBING NOTES AND DIAGRAMS

DRAWINGS LIST

T-1	TITLE SHEET, SITE PLAN, & NOTES
D-1	DEMOLITION FLOOR PLANS
A-1	ARCHITECTURAL FLOOR PLANS
A-2	ARCHITECTURAL DETAILS, SCHEDULES AND NOTES
A-3	ARCHITECTURAL FRAMING PLANS
A-4	ARCHITECTURAL LONGITUDINAL SECTION AND FIRE STOPPING DETAILS
A-5	ARCHITECTURAL WOOD PORCH DETAILS
A-6	ARCHITECTURAL ELEVATIONS

ABBREVIATIONS

A.B.	ANCHOR BOLT	EXST.	EXISTING	PROVD	PROVIDED
ABV. GRD.	ABOVE GRADE	EXT	EXTERIOR	PS	PLUMBING SUE
ACC.	ACCESSIBLE	F.D.	FLOOR DRAIN	PSF	POUNDS PER SQUARE FOOT
ACT	ACoustICAL TILE	F.F.	FINISH FLOOR	PSI	POUNDS PER SQUARE INCH
A.D.	AREA DRAIN	FINL	FINISH	PSL	PARALLEL STRAND LUMBER
A.F.F.	ABOVE FINISHED FLOOR	FLR	FLOOR	P	PRESSURE
A.FI	ARC FAULT INTERRUPTER	FTG	FOUNDATION	PAT	PAINT
A.F.S.	ABOVE FINISHED SURFACE	FTG	FOOTING	PVC	POLYVINYL CHLORIDE
APT	APARTMENT	FURN	FURNITURE	Q	QUARRY TILE
BLDG	BUILDING	F.W.	FIRE WALL	R	RISER
BLKG	BLOCKING	GFI	GROUND FAULT INTERRUPTER	R.A.	RETURN AIR
B.O.	BOTTOM OF	GL	GLAZING	REF.	REFRIGERATOR
BR	BRICKMASON	GL.BL	GLASS BLOCK	REG.	REGISTRATION
BRG	BEARING	GND	GROUND	REQ'D	REQUIRED
BRK.	BRICK	GYP. BD	GYPSON BOARD	RET.	RETURN
BSMT.	BASEMENT	H.C.	HOLLOW CORE	R	ROOM
BTUH	BRITISH THERMAL UNITS PER HOUR	HWD	HARDWARE	R.O.	ROUGH OPENING
C.	CARBON MONOXIDE DETECTOR	HM	HOLLOW METAL	S	SEALANT
CAB	CABINET	HR	HURD	SC	SOLID CORE
CFM	CUBIC FEET PER MINUTE	HT	HEIGHT	SCFS	SEAL PER CONCRETE FLOOR
CHK'D	CHECKED	HWH	HOT WATER HEATER	S.D.	SMOKE DETECTOR
CLG	CEILING	INSUL	INSULATION	S.F.	SQUARE FEET (FOOT)
CLT	CLEAR	INT	INTERIOR	SHO	SHOULDER
CMT	CARPET	JBOX	JUNCTION BOX	SHT	SHEET
CONC	CONCRETE MASONRY UNIT	KIT.	KITCHEN	SIM.	SIMILAR
CONC.	CONCRETE	KIP	KIP PER SQUARE FOOT	SUMP	SUMP PUMP
CONST.	CONSTRUCTION	LAV.	LAVATORY	S&P	STAIN & POLYURETHANE
CONT.	CONTINUOUS	LB.	POUND	STR	STEEL
C.T.	CERAMIC TILE	LPB	LEAD BASED PAINT	STL	STRUCTURAL
C.U.	CONDENSING UNIT	LIN	LINEN CLOSET	T	TREAD
D.	DRYER	LV. RM.	LIVING ROOM	T&B	TOP AND BOTTOM
D.B.L.	DOUBLE	LL	LIVE LOAD	T.D.	TRAFFIC DISTANCE
DIM.	DIMENSION	LVL	LAMINATED VENEER LUMBER	T.G.L.	TEMPERED GLASS
DIN. RM.	DINING ROOM	MANUF.	MANUFACTURER	T.O.	TOP OF
DISP.	DISPOSAL	MATL.	MATERIAL	T	TEMPERATURE AND PRESSURE
DL	DEAD LOAD	MAX.	MAXIMUM	TJ	TRUSS JOIST
DR	DOOR	MECH.	MECHANICAL	TYP.	TYPICAL
DS	DOWN SPOUT	MMIL	MILLIMETER	UNWR.	UNDERWRITER'S LABORATORY
DTL	DRAIN	MIN.	MINIMUM	VCT	VINYL COMPOSITION TILE
DW	DISHWASHER	M.O.	MASONRY OPENING	VENT	VENTILATION
E	EACH	MTD.	MOUNTED	V.I.F.	VERIFY IN FIELD
E.F.	EXHAUST FAN	METAL	METAL	V.T.R.	VENT THROUGH ROOF
EFA	EXTERIOR FAN INSULATING SYSTEM	N.I.C.	NOT IN CONTRACT	W	WASHER
ELEC	ELECTRIC	NTS	NOT TO SCALE	W	WITH
ELEV.	ELEVATION	O.C.	ON CENTER	W.C.	WATER CLOSET
EP	EJECTOR PUMP	OCC.	OCCUPANCY	WD	WOOD
EQUIP.	EQUIPMENT	O.H.	OPPOSITE HAND	WDR	WASHER/DRYER
EXP.	EXPOSED	P.C.	PULL CHAIN	WEP	WATERPROOF
EXP	EXPOSED CONSTRUCTION	PLYWD.	PLYWOOD	WWF.	WELDED WIRE FABRIC

ENERGY CONSERVATION CODE COMPLIANCE STATEMENT

I CERTIFY THAT I AM REGISTERED ENERGY PROFESSIONAL (REP.) AND I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THE ATTACHED PLANS FULLY COMPLY WITH THE REQUIREMENTS OF 2015 INTERNATIONAL ENERGY CONSERVATION CODE.

CERTIFICATION STATEMENT

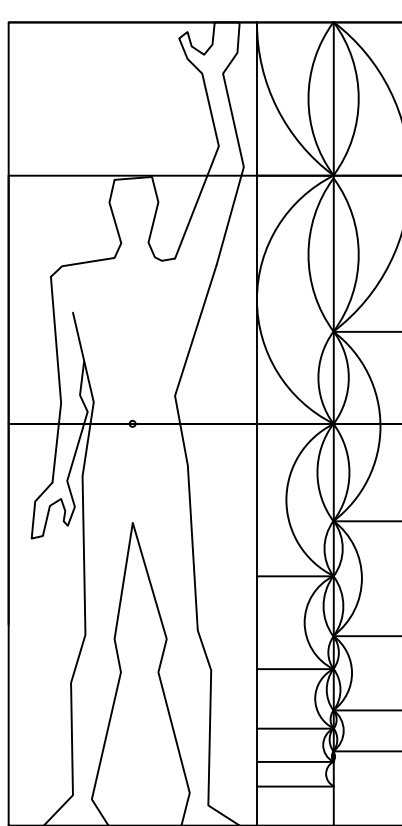
I HEREBY CERTIFY THAT THESE PLANS WERE PREPARED UNDER MY DIRECT SUPERVISION AND TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF CONFORM TO THE CURRENT EDITION OF VILLAGE OF WINNETKA BUILDING AND ZONING CODE.

GENERAL NOTES:

1. DRAWINGS GENERALLY INDICATE SCOPE OF WORK. EACH CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS PRIOR TO START OF WORK TO ENSURE A COMPLETE AND PROPER INSTALLATION OF THEIR WORK. SEE ATTACHED DRAWINGS FOR ADDITIONAL INFORMATION.

2. ALL WORK SHALL COMPLY WITH VILLAGE OF WINNETKA, STATE AND FEDERAL ORDINANCES HAVING JURISDICTION. NOTHING HEREIN SHALL BE CONSIDERED TO LIMIT THE COMPETENT PROFESSIONAL INSPECTIONS REQUIRED TO BE SECURED BY THE CONTRACTOR INVOLVED.

3. EVERY CONTRACTOR AND SUB-CONTRACTOR BY USING THESE PLANS FOR THE PROJECT, SHALL BE DEEMED TO HAVE ACCEPTED THE OBLIGATION OF THEIR OWN RECORD, THE ARCHITECT OF RECORD, GANSARI & ASSOCIATES, LLC, INCLUDING THEIR RESPECTIVE EMPLOYEES AND AGENTS, WHILE ACTING AS CONTRACTORS, TO PROTECT THE PROJECT FROM ALL TYPES OF CLAIMS, DAMAGES AND THE COST OF DEFENSE, ARISING OUT OF THE CONTRACTORS PERFORMANCE OF THE WORK DESCRIBED IN THESE PLANS AND SPECIFICATIONS, BUT NOT LIMITED TO THE LIABILITY OF THE OWNER, ARCHITECT, ENGINEER OR THEIR EMPLOYEES AND AGENTS.

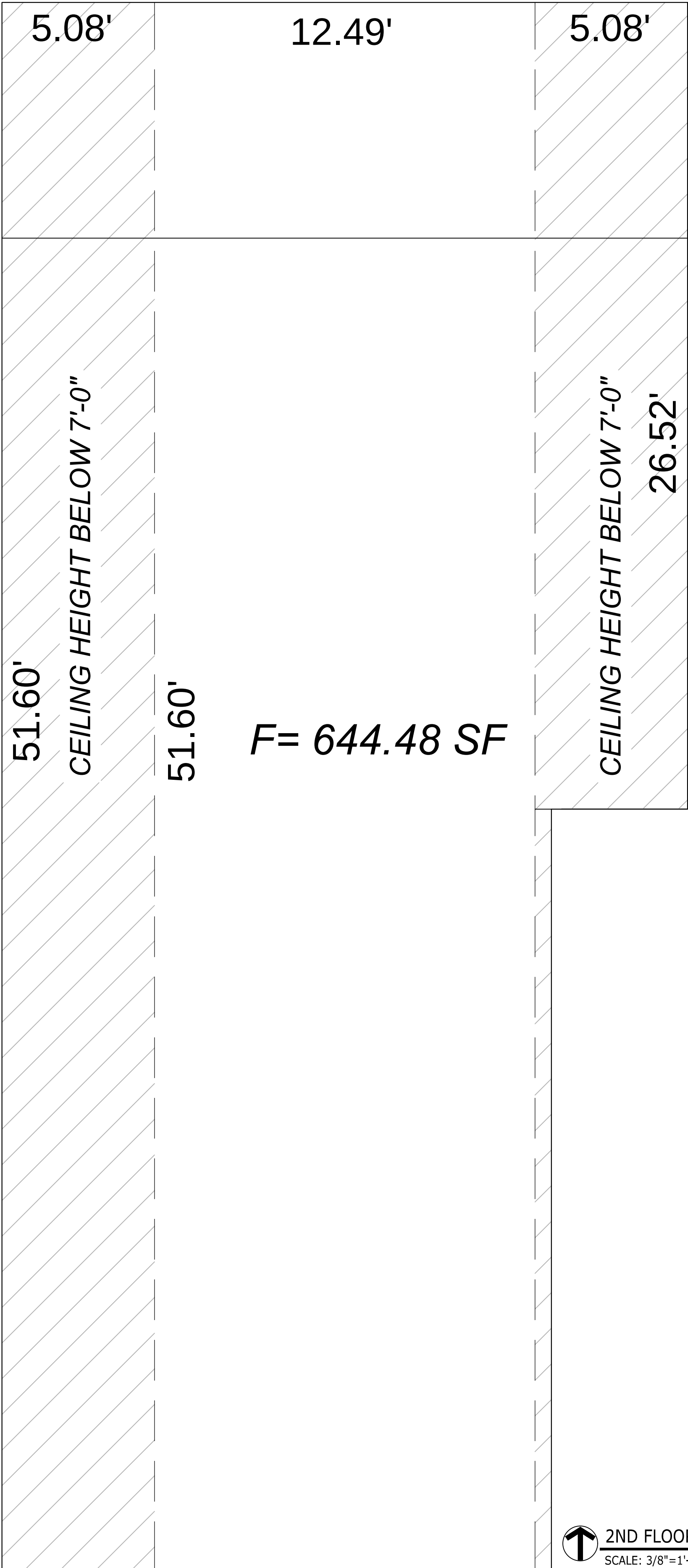
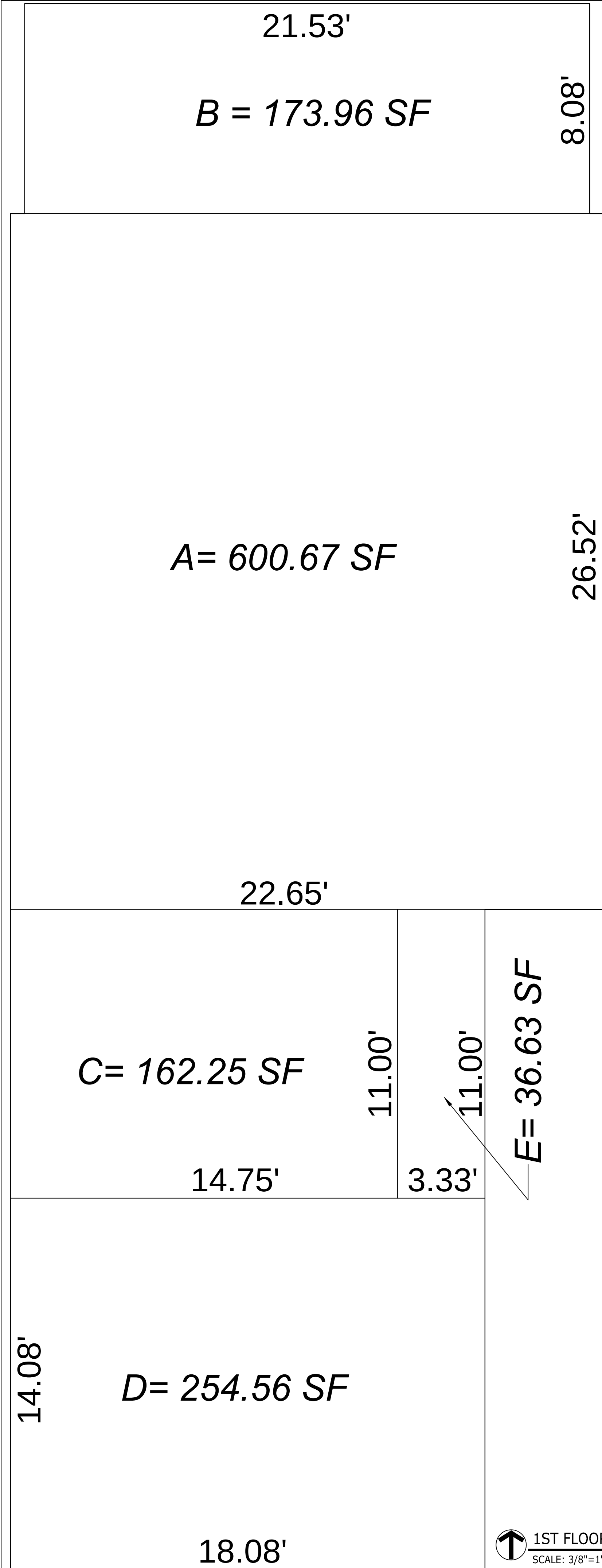


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edishco@gmail.com
www.edishco.info

**880 WILLOW RD
WINNETKA, IL**

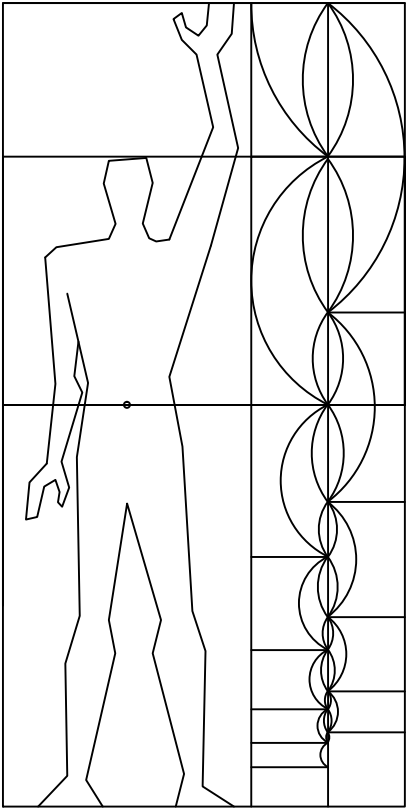
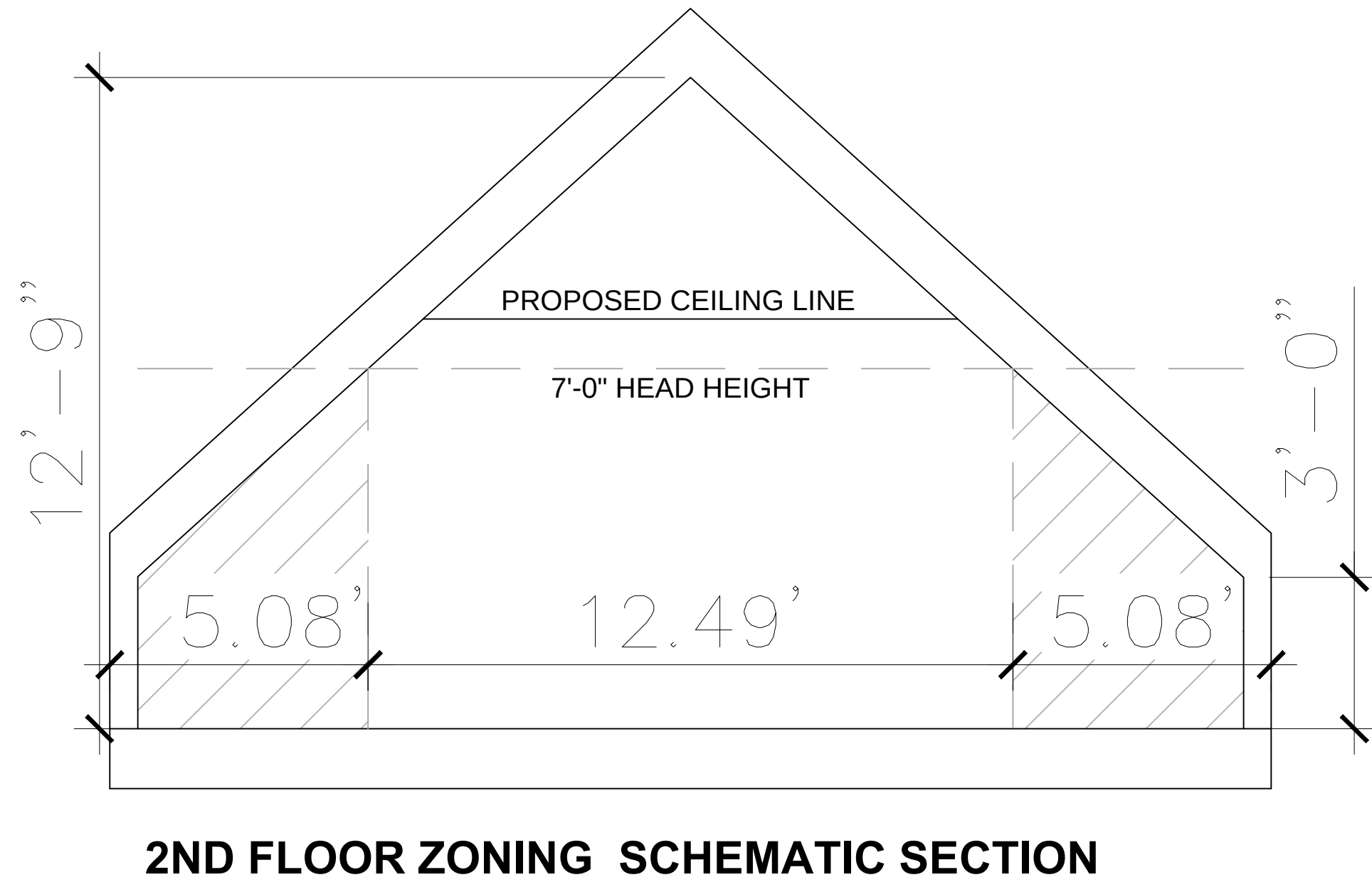
TITLE SHEET
SITE PLANS &
NOTES

T-1



ZONING INFORMATION		
ISSUE	ORDINANCE REQUIREMENT	ACTUAL
ZONING DISTRICT	R-2	R-2
G.F.A.	1879.94 SF	BASEMENT 3'-8" ABOVE GRADE 933 SF (EXISTING BASEMENT WALLS BELOW AND ABOVE GRADE LEVEL TO REMAIN, NO REPLACEMENT)
		1ST FLOOR 1,228.07 SF
		2ND FLOOR ABOVE 7'-0" 644.48 SF
		TOTAL GFA 1,872.55 SF
ROOFED LOT COVERAGE	1236.80	1,228.07
IMPERMEABLE LOT COVERAGE	2473.61	2,226
BUILDING HEIGHT TO RIDGE	30'-0"	28'-6"
MINIMUM YARDS - FRONT (NORTH)	50'-0"	13.79'
MINIMUM YARDS - SIDE (EAST)	6'-0"	3'-3"
MINIMUM YARDS - SIDE (WEST)	8'-0"	8'-0"
MINIMUM YARDS - REAR	19.79'	11'-4"
		11'-5"
MINIMUM YARDS - REAR	19.79'	58'-5"
NUMBER OF BEDROOMS		5
FIRE SPRINKLER SYSTEM TO BE PROVIDED		NO

FLOOR	ZONING AREA	SQUARE FOOTAGE	ROOFED AREA
1ST FL	A	600.67 SF	1,228.07 SF
	B	173.96 SF	
	C	162.25 SF	
	D	254.56 SF	
	E	36.63 SF	
			PERMITTED: 1,236.80 SF
2ND FL	F	644.48 SF	
TOTAL PROPOSED GFA		1,872.55 SF	
PERMITTED GFA:		1,978.89 SF	



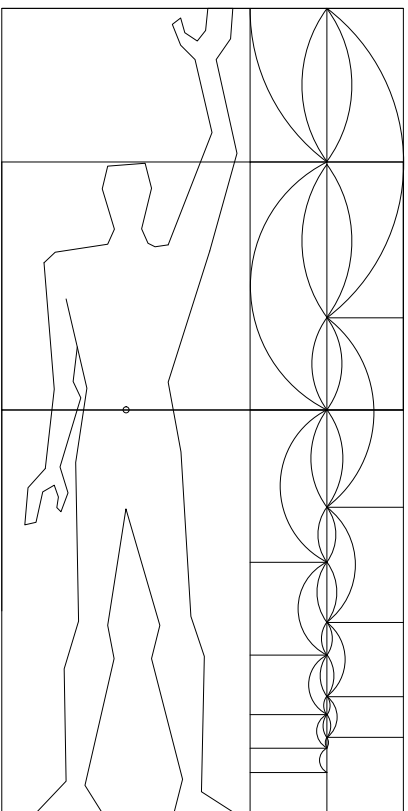
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880 WILLOW RD
WINNETKA, IL

ZONING PLANS
AND AREA
CALCULATIONS

T-2



EXP 11/30/2020

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8/12/2019

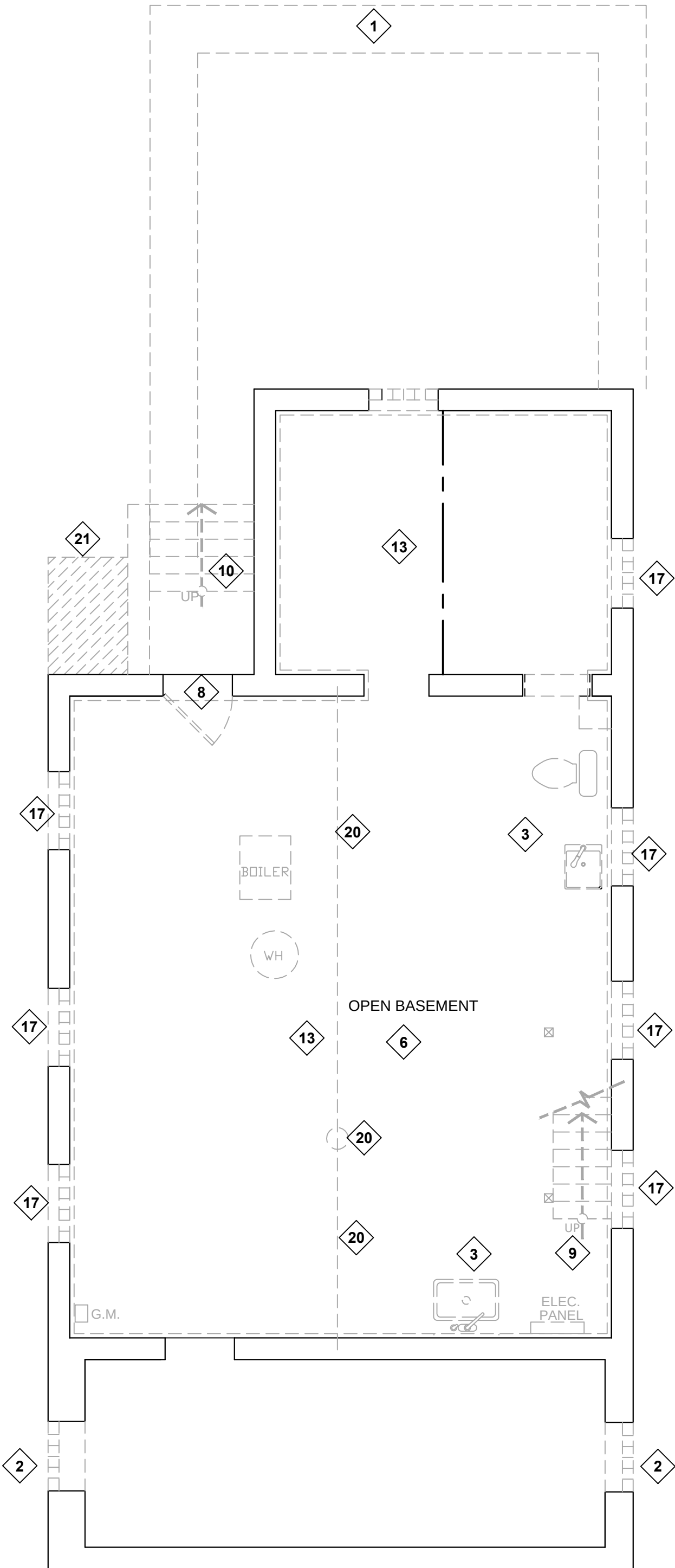
880 WILLOW RD WINNETKA, IL

DEMOLITION FLOOR PLANS AND NOTES

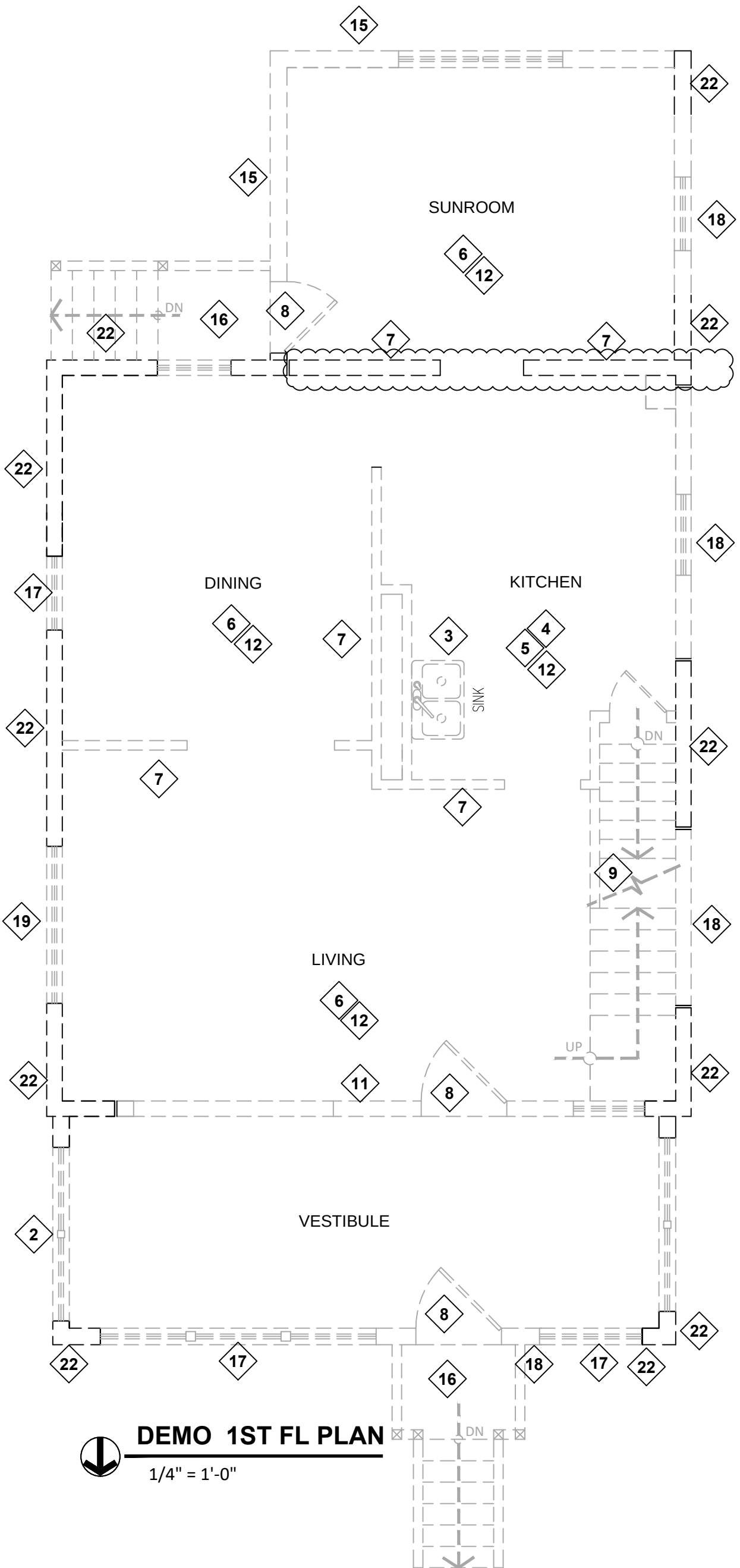
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DEMOLITION GENERAL NOTES

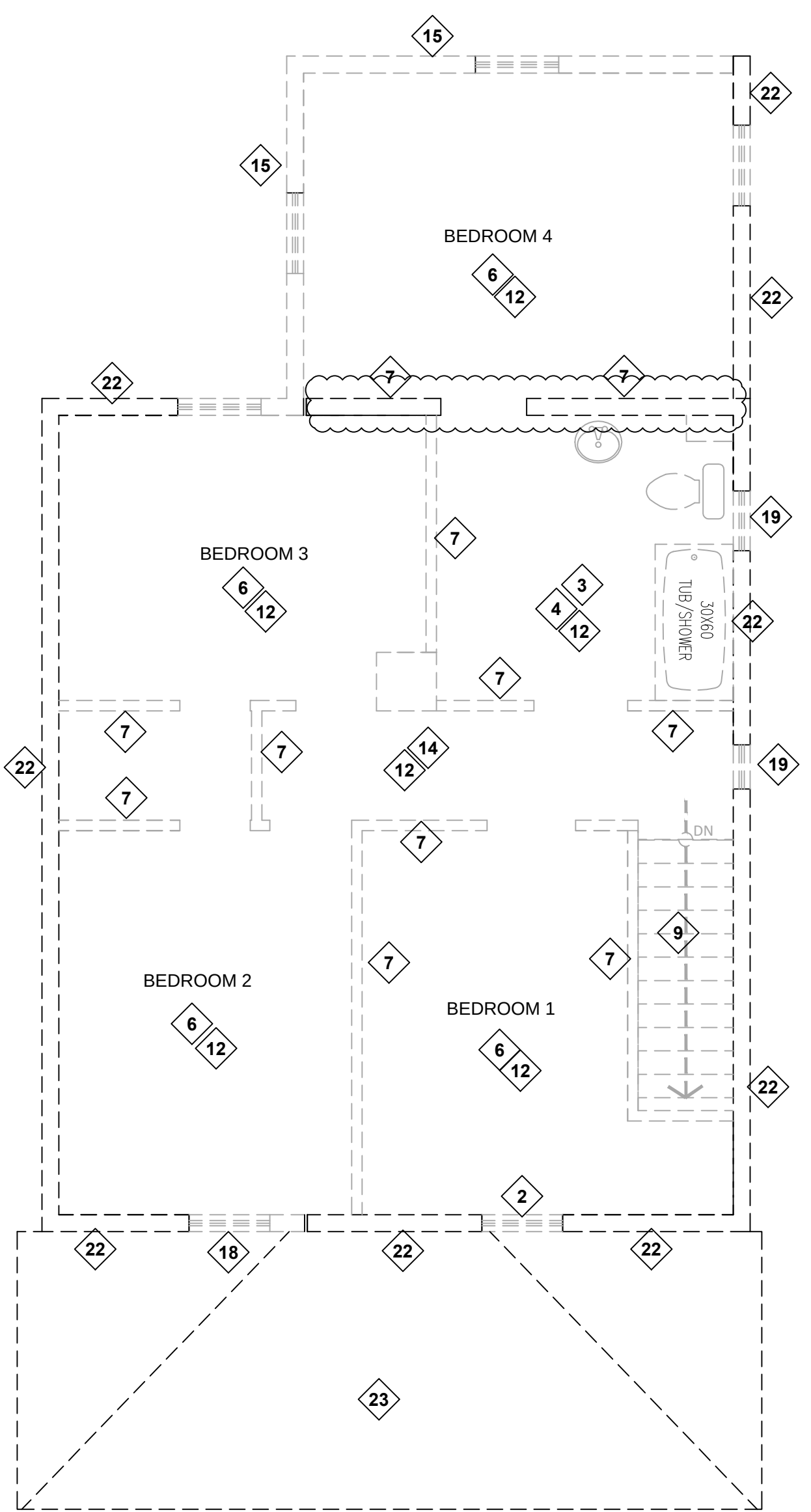
- CONTRACTOR SHALL VISIT AND INSPECT THE SITE TO FAMILIARIZE ONESELF WITH THE JOB CONDITIONS PRIOR TO BIDDING AND WORK COMMENCEMENT. FAILURE TO DO SO SHALL NOT RELIEVE THE CONTRACTOR FROM PERFORMING WORK THAT IS REQUIRED FOR THE PROJECT.
- CONTRACTOR IS TO THOROUGHLY EXAMINE ALL LOCATIONS WHERE NEW WORK IS TO BE INSTALLED AND WHERE ANY EXISTING CONSTRUCTION IS TO BE REMOVED OR MODIFIED.
- CONTRACTOR SHALL FIELD VERIFY ALL EXISTING STRUCTURE CONDITIONS/DIMENSIONS AND REPORT ANY DISCREPANCIES, OMISSIONS, OR CONFLICTS TO THE ARCHITECT IMMEDIATELY IN WRITING BEFORE WORK COMMENCEMENT.
- SCOPE OF DEMOLITION WORK IS TO INCLUDE, BUT NOT BE LIMITED TO, ALL DEMOLITION, REMOVAL, DISCONNECTIONS, REROUTING AND STRUCTURAL BRACING, TEMPORARY SHORING & SUPPORTS AS REQUIRED.
- CONTRACTOR SHALL PROVIDE ALL NECESSARY MATERIAL AND LABOR TO FULLY COMPLY WITH THE SCOPE OF WORK, WHETHER OR NOT SPECIFIED OR SHOWN IN THE PERMIT DOCUMENTS.
- CONTRACTOR SHALL NOTIFY ALL APPLICABLE ENGINEERING DEPARTMENTS AND UTILITIES A MINIMUM OF 72 HOURS IN ADVANCE OF ANY DEMOLITION WORK. CONTRACTOR SHALL FOLLOW ALL NECESSARY PRECAUTIONS TO PROTECT AND MAINTAIN EXISTING UTILITIES.
- CONTRACTOR SHALL COORDINATE WITH UTILITY COMPANIES THE SHUTTING OFF OF UTILITIES PRIOR TO DEMOLITION. CONTRACTOR SHALL CLEARLY IDENTIFY ALL UTILITIES THAT ARE SHUT OFF OR CAPPED.
- CAP OFF ALL PLUMBING LINES TO FIXTURES BEING REMOVED.
- CONTRACTOR TO STRICTLY ADHERE TO THE VILLAGE OF WINNETKA BUILDING CODE, ALL OTHER GOVERNING CODES, AND OSHA REQUIREMENTS. THE CONTRACTOR IS RESPONSIBLE FOR THE SAFE EXECUTION OF ALL WORK.
- CONTRACTOR SHALL INFILL OPENINGS CREATED BY THE REMOVAL OF PIPES, CONDUITS, DUCTWORK, ETC. WITH MATERIALS TO MATCH EXISTING CONSTRUCTION AND TO MAINTAIN REQUIRED FIRE RATINGS.
- CONTRACTOR SHALL REMOVE ALL RUBBISH, DEBRIS, ETC. CAUSED BY THIS WORK AS SOON AS IT ACCUMULATES. CONTRACTOR SHALL PROVIDE ON-SITE DUMPSTERS.
- CONTRACTOR SHALL VERIFY AND COORDINATE PLACEMENT OF DUMPSTERS WITH OWNER AND IN ACCORDANCE WITH REQUIREMENTS OF THE VILLAGE OF WINNETKA.
- CONTRACTOR SHALL COORDINATE WITH THE OWNER ANY ITEMS OR EQUIPMENT TO BE SALVAGED PRIOR TO DEMOLITION.
- CONTRACTOR MUST COMPLY WITH THE INSURANCE/HOLD HARMLESS REQUIREMENTS PRIOR TO THE START OF ANY WORK.
- NO WORK SHALL BEGIN UNTIL THE ARCHITECT IS HELD HARMLESS FOR ALL WORK SHOWN AND ANY PROBLEMS THAT ARISE BEFORE, DURING, AND/OR AFTER CONSTRUCTION.
- REFER TO SHEET G-1 FOR ADDITIONAL NOTES.



DEMO BSMT PLAN
1/4" = 1'-0"



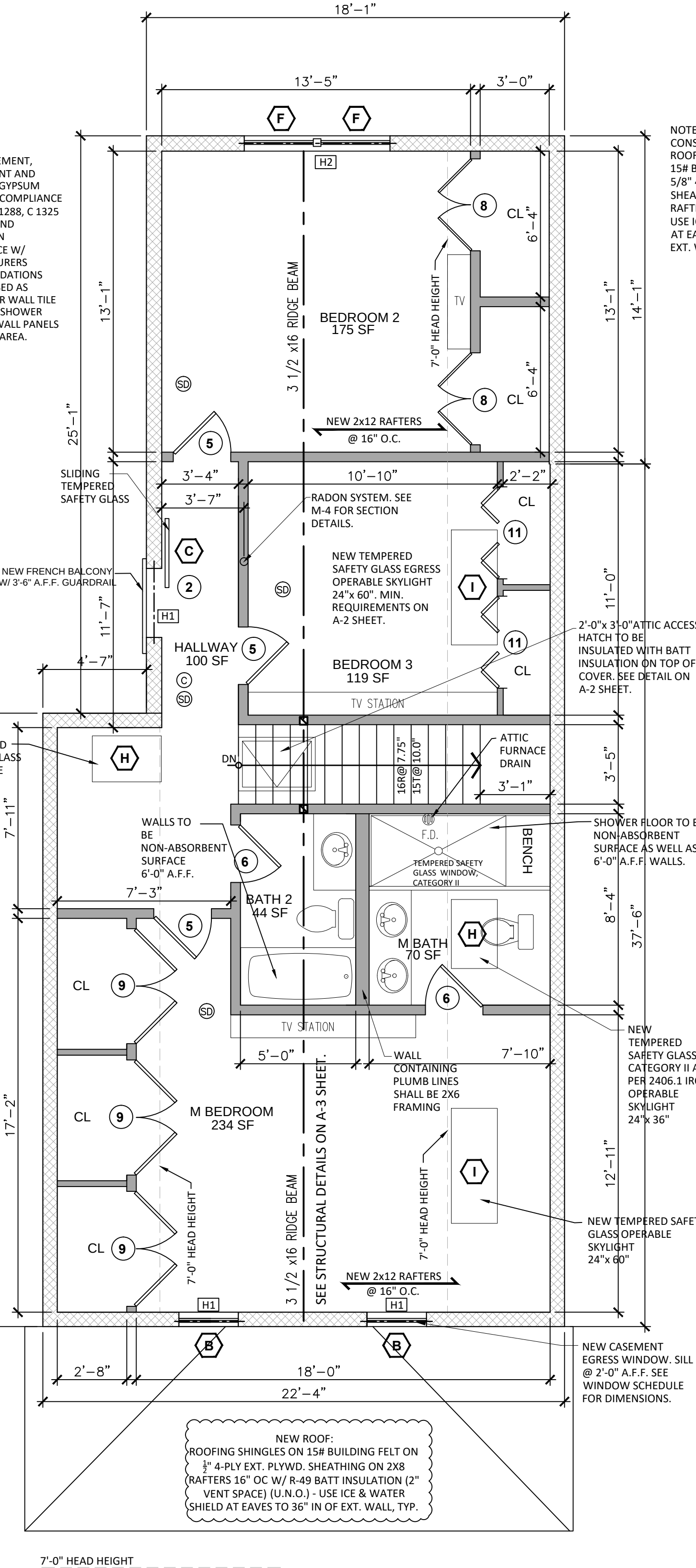
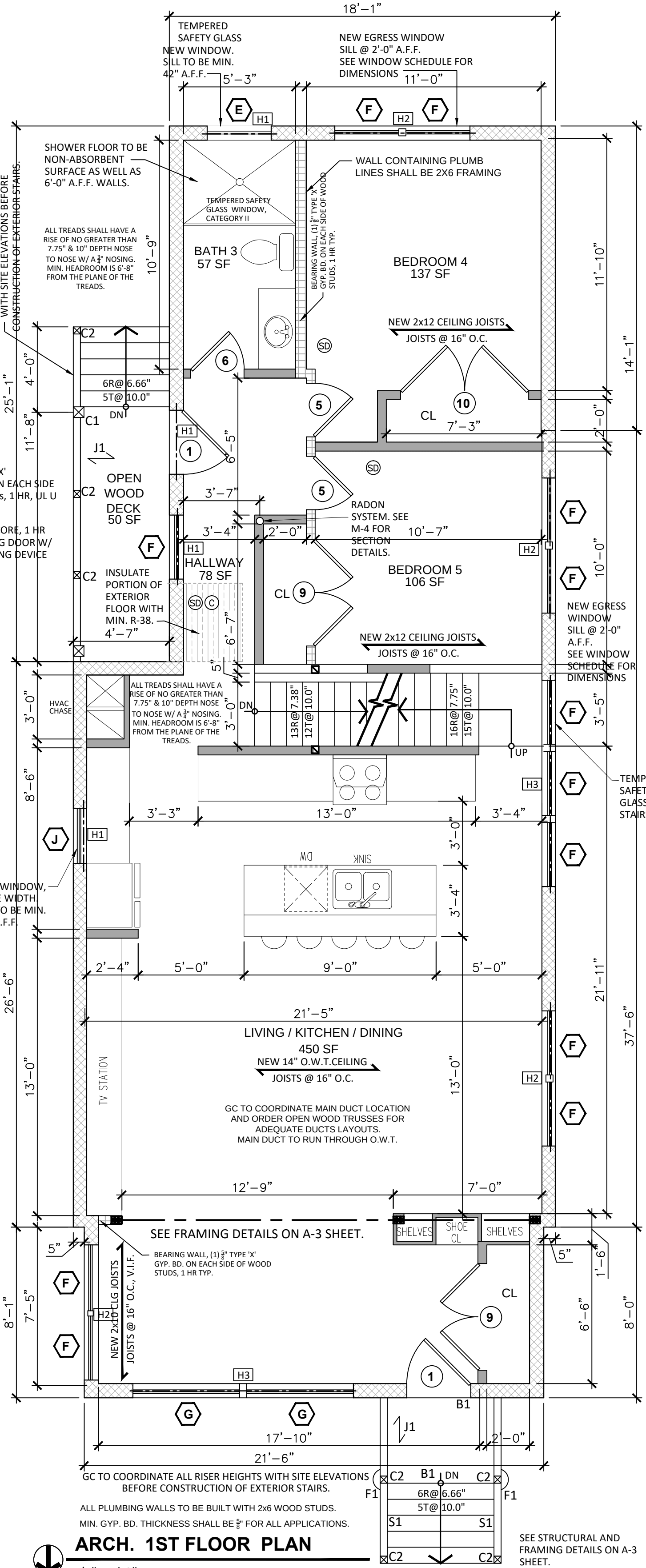
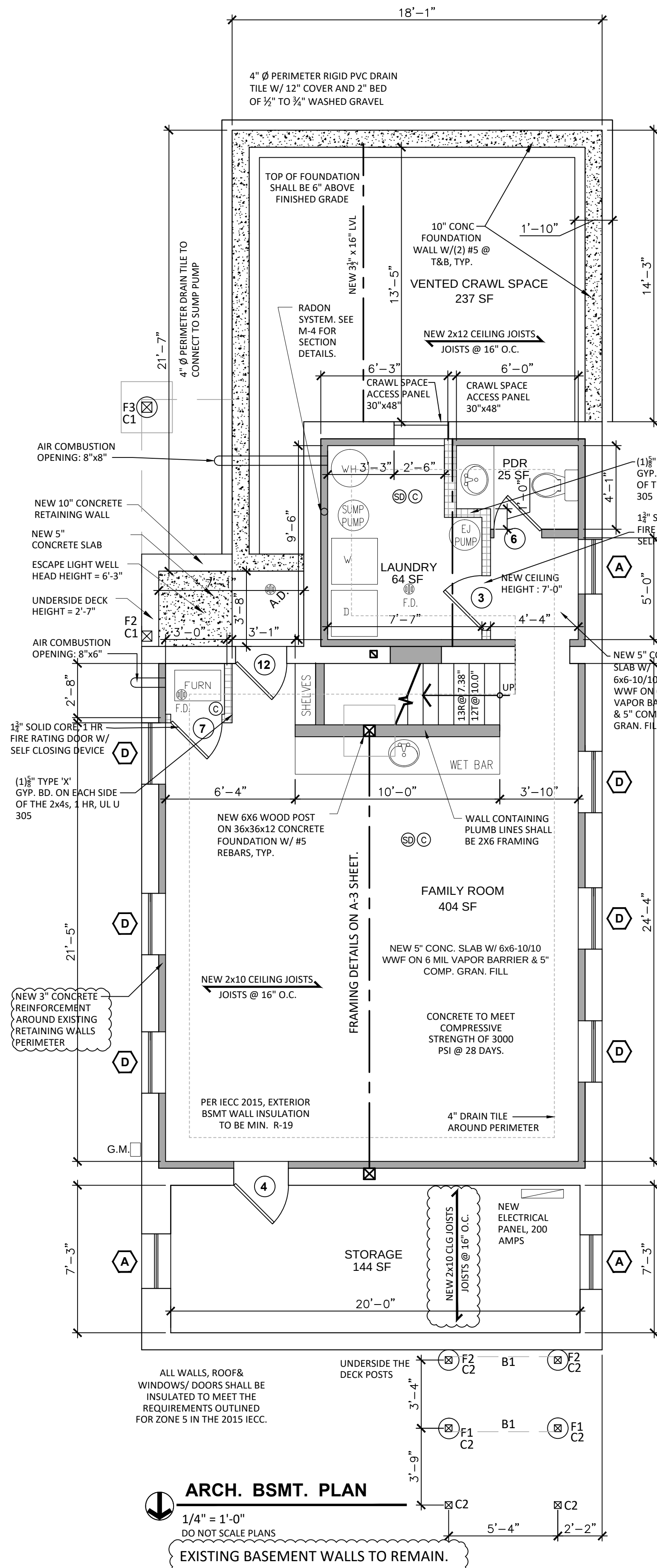
DEMO 1ST FL PLAN
1/4" = 1'-0"



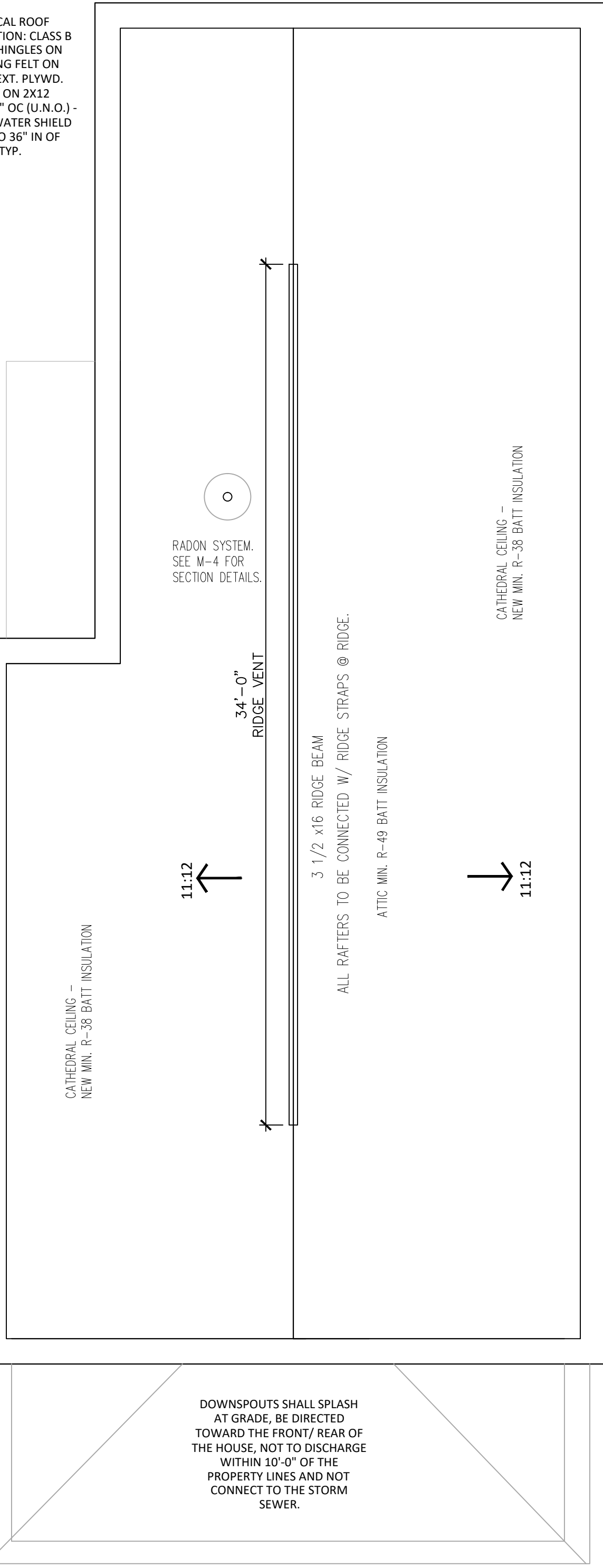
DEMO 2ND FL PLAN
1/4" = 1'-0"

DEMOLITION KEY NOTES

- EXCAVATE AREA FOR NEW ADDITION FOUNDATION.
- REMOVE EXISTING WINDOW AND REPLACE WITH NEW. SAME SIZE, SAME LOCATION. SEE WINDOW SCHEDULE FOR DETAILS.
- ALL PLUMBING FIXTURES AND ASSOCIATED WATER/WASTE/VENT LINES TO BE REMOVED. CAP OFF ALL PLUMBING LINES, TYP.
- REMOVE AND REPLACE ALL KITCHEN/ BATH CABINETRY.
- REMOVE AND REPLACE ALL APPLIANCES.
- REMOVE AND REPLACE EXISTING ELECTRICAL AS SHOWN ON ELECTRICAL PLANS
- REMOVE EXISTING INTERIOR PARTITION. REMOVE EXISTING DOORS.
- REMOVE AND REPLACE EXISTING DOORS. SAME SIZE SAME LOCATION AS EXISTING. PLEASE SEE DOOR SCHEDULE ON A-2 SHEET.
- REMOVE EXISTING INTERIOR STAIRS
- REMOVE EXISTING CONCRETE STAIRS.
- REMOVE PORTION OF THE EXISTING BEARING WALL. INSTALL NEW LVL.
- REMOVE EXISTING FLOOR JOISTS AND REPLACE WITH NEW AS PER PLANS.
- REMOVE EXISTING CONCRETE SLAB. NEW SLAB @ 6" LOWER THAN EXISTING AS PER ARCHITECTURAL PLANS.
- REMOVE EXISTING ROOF STRUCTURE AND REPLACE WITH NEW.
- REMOVE PORTION OF THE EXISTING EXTERIOR WALL FOR NEW ADDITION.
- REMOVE EXISTING EXTERIOR PORCH AND DECK. NEW DECK IS PROPOSED. SEE ARCHITECTURAL FLOOR PLANS FOR DETAILS.
- REMOVE AND REPLACE EXISTING WINDOWS. SEE WINDOW SCHEDULES FOR DETAILS.
- REMOVE EXISTING DOOR/ WINDOW AND PORTION OF THE EXISTING WALL FOR NEW OPENING. SEE WINDOW SCHEDULES FOR DETAILS.
- REMOVE EXISTING WINDOW AND INFILL OPENING. SEE ARCHITECTURAL DRAWINGS FOR DETAILS.
- REMOVE EXISTING BEAM AND POSTS. NEW STRUCTURE TO BE INSTALLED.
- EXCAVATE AREA FOR NEW LIGHT LIGHT WELL RETAINING WALL.
- REMOVED EXISTING EXTERIOR WALLS DUE TO EXISTING UNSAFE STRUCTURAL CONDITIONS. NEW EXTERIOR WALL TO BE INSTALLED IN PLACE. SEE ARCHITECTURAL SHEETS FOR DETAILS.
- REMOVED 1ST FLOOR ROOF TO BE REPLACED SAME SIZE, SAME LOCATION.



ATTIC VENT SCHEDULE		
ATTIC ROOF		SQ FTG 630
VENT LOCATION	SQ. FT. REQUIRED (1:150)	SQ. FT. SUPPLIED
AT RIDGE	4.2 SF OR 604.80 SQ. IN.	34 LF = 612 SQ. IN.
TOTAL REQ.	4.2 SF OR 604.80 SQ. IN. REQUIRED	34 LF = 612 SQ. IN. PROVIDED

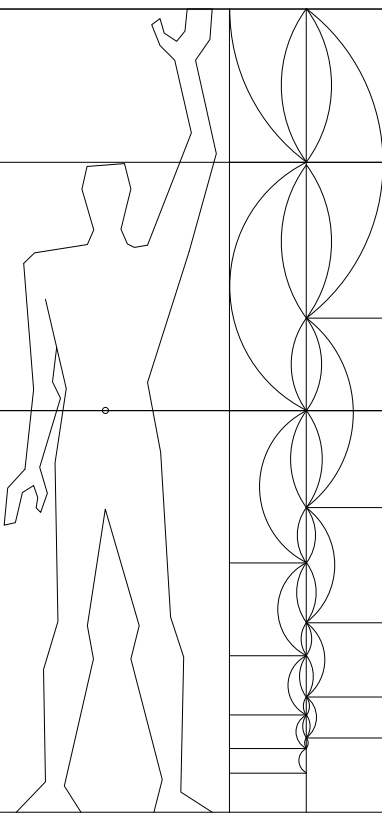


880 WILLOW RD
WINNETKA, IL

ARCHITECTURAL
FLOOR PLANS
AND NOTES

A-1

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ARCHITECTURAL NOTES

- ALL GLAZED DOORS AND ANY GLAZED PANEL MORE THAN 18 INCHES IN WIDTH ADJACENT TO ANY DOOR WHEREIN THE SILL IS LESS THAN 24 INCHES ABOUT THE FLOOR SHALL BE TEMPERED.
- ALL INTERIOR WALL AND CEILING FINISHES TO BE CLASS 1 WITH A FLAME SPREAD RATING OF 0-25. ALL INTERIOR FLOOR COVERINGS TO BE CLASS A.
- ROOF COVERING TO BE CLASSIFIED AS CLASS A OR B.
- ALL FIREPLACES TO BE UL LISTED WITH NON-COMBUSTIBLE HEARTH (GRANITE).
- ALL DIMENSIONS SHOWN TO FINISHED SURFACES UNLESS OTHERWISE NOTED.
- ALL NEW INTERIOR PARTITIONS ARE TYPE 1 (5" NOMINAL) UNLESS NOTED OTHERWISE.
- ALL NEW INTERIOR DOORS TO BE LOCATED 4" FROM INSIDE WALL CORNER OR CENTERED ON WALL, UNLESS NOTED OTHERWISE.
- INSULATE ALL EXTERIOR WALL PLUMBING & ALL PLUMBING LOCATED IN FLOORS/CEILINGS ADJACENT TO UNCONDITIONED OR EXTERIOR SPACES.
- ALL SMOKE DETECTORS TO BE HARDWIRED.
- SEE SHEET A-2 FOR WINDOW SCHEDULE.
- REFER TO MECHANICAL DRAWINGS FOR LIGHT AND VENT SCHEDULES.
- ALL STAIR HAND RAILS TO BE 3'-0" TO 3'-2" A.F.F. AND RETURN TO WALL.
- ALL GUARD RAILS TO BE A MINIMUM OF 3'-6" A.F.F.
- FIRE PROTECT ALL BEAMS WITH A BOX SHAPED PROTECTION ENCLOSURE (1 HR. UL LISTED), TYP.
- REFER TO THE FIRE RESISTANCE DIRECTORY OF THE UNDERWRITERS LABORATORIES, INC. FOR SPECIFIC ASSEMBLY REQUIREMENTS RELATED TO UL LISTED FIRE RATINGS.
- REFER TO SHEET G-1 FOR ADDITIONAL NOTES.
- A COPY OF THE SOILS REPORT SHALL BE ON THE JOBSITE AT THE TIME OF FOOTING INSPECTION. (SECTION R401.4)
- A SPOT SURVEY IS REQUIRED TO BE SUBMITTED AND APPROVED BY THE CITY PRIOR TO ANY FRAMING TAKING PLACE ON THE PROPERTY.
- APPROVED PLANS SHALL BE ON SITE FOR ALL INSPECTIONS. (SECTION R106.1.1)
- CUTS, NOTCHES AND HOLES BORED IN TRUSSES, LAMINATED VENEER LUMBER, GLUE-LAMINATED MEMBERS OR JOISTS ARE NOT PERMITTED UNLESS THE EFFECTS OF SUCH ARE SPECIFICALLY ADDRESSED. (SECTION: R502.8.2)
- EXTERIOR OR LOAD BEARING WALLS WITH PLATES CUT, DRILLED OR NOTCHED MORE THAN 50% OF THE WIDTH OF THE STUD SHALL HAVE A GALVANIZED METAL TIE 16 GAGE AND 1X INCHES (1X17) WIDE FASTENED TO EACH PLATE. (SECTION: R602.6.1)
- STUDIOR OR LOAD BEARING WALLS WITH STUDS DRILLED WITHIN 5/8" OF THE FACE OF THE STUD SHALL BE REINFORCED WITH A STRUCTURAL STUD SHOE. (SECTION R602.6)
- ANY WALL WHICH CONTAINS ANY PLUMBING LINES 1/2" IN DIAMETER OR GREATER SHALL BE IN A MINIMUM 2X6" WALL. (SEC. 171.350(A))
- THE BUILDING THERMAL ENVELOPE SHALL BE DURABLY SEALED TO LIMIT AIR INFILTRATION IN ACCORDANCE WITH SECTION R401.4.1. A 3RD PARTY TEST IS REQUIRED AT THE CONTRACTOR'S EXPENSE. A COPY OF THE TEST REPORT SHALL BE GIVEN TO THE CITY PRIOR TO THE FINAL INSPECTION.
- ALL EQUIPMENT AND APPLIANCES, INCLUDING THE AIR CONDITIONER, WATER HEATER AND FURNACE, SHALL BE INSTALLED IN ACCORDANCE WITH THEIR LISTINGS AND THE MANUFACTURER'S INSTALLATION INSTRUCTIONS. A COPY OF THE MANUFACTURER'S INSTALLATION INSTRUCTIONS MUST BE PROVIDED ON SITE AT THE TIME OF INSPECTION.

CONSTRUCTION HOURS/ SITE PROTECTION

THE ERECTION, DEMOLITION, ALTERATION, OR REPAIR OF ANY BUILDING OR SITE WORK IS PROHIBITED BETWEEN THE HOURS OF 6:00 p.m. AND 7:00 a.m. AND SUNDAYS AND HOLIDAYS EXCEPT IN CASE OF AN EMERGENCY IN THE INTEREST OF PUBLIC HEALTH AND SAFETY, AND THEN ONLY WITH WRITTEN PERMISSION FROM THE VILLAGE MANAGER OR DESIGNEE. SUCH PERMISSION MAY BE GRANTED FOR A PERIOD NOT TO EXCEED 2 DAYS WHILE THE EMERGENCY CONTINUES AND MAY BE EXTENDED FOR AN ADDITIONAL 3 DAYS IF THE EMERGENCY CONTINUES. A SIX (6) FOOT CHAIN LINK FENCE SHALL BE INSTALLED AROUND EXCAVATION.

EQUIVALENT U- FACTORS

ZONE 5	FENESTRATION	SKYLIGHT	CEILING	FRAME WALL	MASS WALL	FLOOR	BSMT WALL	CRAWL SPACE WALL
U- FACTOR	0.32	0.55	0.026	0.060	0.082	0.033	0.050	0.055

INSULATION AND FENESTRATION REQUIREMENTS BY COMPONENT

ZONE 5	FENESTRATION U-FACTOR	SKYLIGHT U-FACTOR	GLAZED FENESTRATION NR	CEILING R-VALUE	FRAME WALL R-VALUE	MASS WALL R-VALUE	FLOOR R-VALUE	BSMT WALL R-VALUE	SLAB R-VALUE	CRAWL SPACE
	0.32	0.55	NR	49	20 13+5	13 11 17	30	15/19	10, 2 FT	15/19

WOOD TYPE

SOUTHERN YELLOW PINE, PRESSURE TREATED USING ACQ-C, ACQ-D, CBA-A OR CBA-B PRESERVATIVES. GRADE NO. 1 OR BETTER SHALL BE USED FOR COLUMNS AND GRADE NO. 2 OR BETTER SHALL BE USED FOR ALL OTHER WOOD MEMBERS

RAILING LOAD CAPACITY

STAIRWAY, PORCH, DECK AND BALCONY RAILING SHALL BE DESIGNED TO RESIST THE SIMULTANEOUS VERTICAL AND HORIZONTAL THRUST OF 50 LBS/ SQ. FT. APPLIED AT THE TOP OF THE RAILING OR A CONCENTRATED LOAD OF 200 LBS/ SQ. FT. IN ANY DIRECTION, WHICHEVER PRODUCES THE GREATEST STRESS.

STRUCTURAL NOTES

- EXISTING 2X10 JOISTS @16" O.C. TO REMAIN. WHERE EXISTING FLOOR JOIST SPANS EXCEED 13'-5", SISTER AN ADDITIONAL 2X10 TO EACH JOIST W/ (2) ROWS OF 12d NAILS @12" O.C. (STAGGER ROWS 6")
- NEW WALL OPENINGS SHALL HAVE DOUBLE 2x HEADERS WITH 1/2" PLYWOOD SPACERS PER THE FOLLOWING: PROVIDE MIN. (3) 2x4 BUILT UP POST IN ALL JAMBS W/ (1) STUD TO PROVIDE FULL BEARING TO HEADER.

- MAX. R.O.
- | HEADER | |
|--------|----------|
| 3'-4" | (2) 2x6 |
| 4'-4" | (2) 2x8 |
| 5'-4" | (2) 2x10 |
| 6'-4" | (3) 2x12 |

MINIMUM STRUCTURAL DESIGN LIVE LOADS

RESIDENTIAL UNIT:
40 PSF (LL) + 15 PSF (PL)
PORCHES, DECKS & BALCONIES
40 PSF UNIFORM (LL)
10 PSF DEAD LOAD (DL)

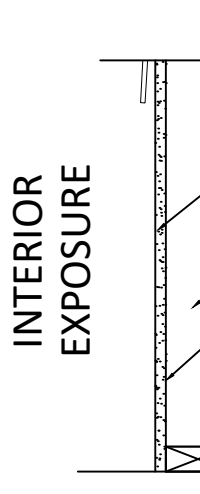
*IN ADDITION TO THE ACTUAL WEIGHTS OF ALL PERMANENTLY ATTACHED BUILDING COMPONENTS AND FINISHES, THE STRUCTURE SHALL BE DESIGNED TO SUPPORT THE CODE'S PRESCRIBED MINIMUM LIVE LOADS.

- NOTES:
- HANDRAIL AND BALUSTRADE (WHERE PRESENT) SHALL BE CONSTRUCTED ACCORDING TO IRC 311.5.6 AND IRC 312.1.2.
 - HAND RAILS THAT HAVE 3'-0", RESPECTIVELY, MEASURED VERTICALLY FROM THE NOSING OF THE TREADS, CONTINUOUS, AND RETURNED TO A POST OF STAIRWAY.
 - ALL REQUIRED HAND RAILS SHALL BE CONTINUOUS THE FULL LENGTH OF THE STAIRS W/ 3 OR MORE RISERS FROM A POINT ABOVE THE THE TOP RISER OF A FLIGHT TO A POINT ABOVE THE LOWEST RISER OF THE FLIGHT. ENDS SHALL BE RETURNED OR SHALL TERMINATE AT NEWEL POSTS OR SAFETY TERMINALS.
 - HANDRAILS ADJACENT TO A WALL SHALL HAVE A SPACE OF NOT LESS THAN 1.5" BETWEEN THE WALL AND HAND RAIL.
 - THERE SHALL BE NO HORIZONTAL BALUSTER MEMBERS AND SPACING SHALL BE SUCH THAT A FOUR INCH DIAMETER SPHERE CANNOT PASS THROUGH

- NOTES:
- GRIPPING SURFACES SHALL BE CONTINUOUS, WITHOUT INTERRUPTION BY NEWEL POSTS, OTHER CONSTRUCTION ELEMENTS, OR OBSTRUCTIONS.
 - HANDRAILS SHALL NOT ROTATE WITHIN THEIR FITTINGS.
 - ALL STAIRWAYS WITH FOUR OR MORE RISERS REQUIRE A HANDRAIL ON AT LEAST ONE SIDE.
 - HANDRAILS ARE REQUIRED TO BE 36" ABOVE NOSING OF STAIR TREADS, CONTINUOUS, AND RETURNED TO THE WALL OR TERMINATING AT A POST.
 - HANDRAILS ON OPEN SIDES OF STAIRS SHALL INCLUDE INTERMEDIATE RAILS OR PICKETS SPACED LESS THAN 4" O.C.

1 HR. CEILING DETAIL

(UL L501)



3 1HR INTERIOR PARTITION

N.T.S.

BEARING 1 HR UL# U305

4 1HR EXTERIOR WALL

N.T.S.

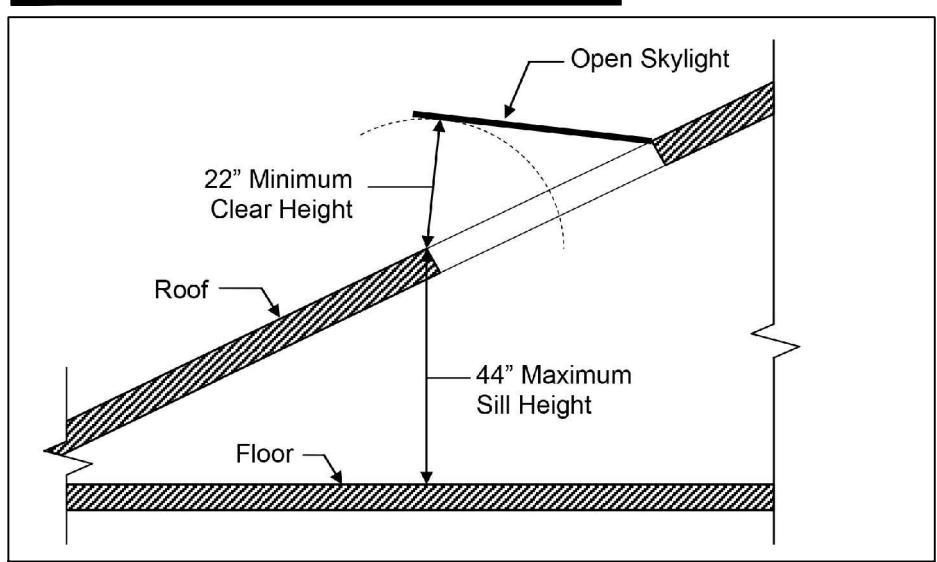
BEARING 1 HR

WINDOW SCHEDULE							SYMBOL:	
MARK	WINDOW #	WIDTH	HEIGHT	GLASS SQ. FT.	VENT SQ. FT.	NOTE		
A	NEW	2'-7"	1'-10"	3.37	3.37	CASEMENT WINDOW		
B	NEW	2'-7"	5'-3"	11.06	11.06	CASEMENT WINDOW		
C	NEW	3'-0"	6'-8"	16.88	8.44	SLIDING GLASS DOOR		
D	NEW	3'-0"	2'-0"	4.44	4.44	CASEMENT WINDOW, SAME SIZE, SAME LOCATION AS EXISTING		
E	NEW	3'-0"	3'-0"	7.11	3.55	DOUBLE HUNG, SAFETY TEMPERED		
F	NEW	3'-0"	5'-0"	12.44	6.22	DOUBLE HUNG WINDOW		
G	NEW	5'-0"	5'-0"	21.77	-	PICTURE WINDOW		
H	NEW	2'-0"	3'-0"	6.00	6.00	SKYLIGHT, TEMPERED SAFETY GLASS		
I	NEW	2'-0"	5'-0"	10.00	10.00	SKYLIGHT, TEMPERED SAFETY GLASS		
J	NEW	2'-6"	2'-0"	4.13	4.13	CASEMENT WINDOW, SAME WIDTH AS EXIST.		

NOTES:

- NEW WINDOWS SYSTEMS TO BE MIN. 24" A.F.F.; TEMPERED GLASS REQUIRED WHEN WINDOW IS BELOW 24" A.F.F.
- WINDOWS TO BE ANDERSEN OR SIMILAR.
- SAFETY GLAZING TO BE PROVIDED AT ALL STAIR-LANDING WINDOWS WITHIN 60" OF STAIRS WHEN THE BOTTOM EDGE OF THE WINDOW IS LESS THAN 60" ABOVE THE WALKING SURFACE.
- ANY WALL WHICH CONTAINS ANY PLUMBING LINES 1/2" IN DIAMETER OR GREATER SHALL BE IN A MINIMUM 2X6" WALL. (SEC. 171.350(A))
- WINDOW MANUFACTURER SHALL VERIFY WINDOW SCHEDULE WITH STANDARD SIZES U.L.O.
- GENERAL CONTRACTOR AND WINDOW MANUFACTURER SHALL FIELD VERIFY ALL MASONRY AND ROUGH OPENINGS IN FIELD FOR ALL WINDOWS PRIOR TO ORDERING OF WINDOWS.
- SAFETY GLAZING REQUIRED WITHIN 5' OF TUB SHOWERS ANY DIRECTION.

EGRESS SKYLIGHT



DOOR SCHEDULE							SYMBOL:	
MARK	WIDTH	HEIGHT	DOOR	FRAME	NOTE			
1	3'-0"	6'-8"	SC/WD	WD	MAIN ENTRY DOOR & DECK EXIT DOOR, SOLID CORE W/ WEATHER STRIP AND CLOSER			
2	3'-0"	6'-8"	SAFETY GLASS	WD	BALCONY DOOR - TEMPERED SAFETY GLASS, W/ WEATHER STRIP AND CLOSER			
3	2'-8"	6'-8"	HC/WD	WD	LAUNDRY - 1 1/2" SOLID CORE DOOR W/ PNEUMATIC SELF-CLOSING DEVICE, 1 HR FIRE RATING			
4	2'-8"	6'-8"	HC/WD	WD	STORAGE			
5	2'-6"	6'-8"	HC/WD	WD	BEDROOM			
6	2'-4"	6'-8"	HC/WD	WD	BATH			
7	2'-6"	6'-8"	HC/WD	WD	FURN CL - 1 1/2" SOLID CORE DOOR W/ PNEUMATIC SELF-CLOSING DEVICE, 1 HR FIRE RATING			
8	2'-0"	6'-8"	HC/WD	WD	CLOSET			
9	2'-6"	6'-8"	HC/WD	WD	CLOSET			
10	3'-0"	6'-8"	HC/WD	WD	CLOSET			
11	2'-0"	6'-8"	HC/WD	WD	CLOSET - BIFOLD			
12	2'-6"	6'-8"	SC/WD	WD	BASEMENT ESCAPE DOOR TO LIGHTWELL, SOLID CORE W/ WEATHER STRIP AND CLOSER			

NOTES:

- ALL DOORS ARE NEW UNLESS NOTED OTHERWISE.
- SEE PLANS FOR MARK, LOCATIONS AND SWINGS AS SHOWN.
- ALL INTERIOR DOORS TO BE 6'-8" UNLESS NOTED OTHERWISE. VERIFY ALL SIZES IN FIELD.
- ALL DOOR FRAMES TO BE FIRE LISTED TO MATCH FIRE RATING OF DOORS.
- CONTRACTOR TO VERIFY ALL ROUGH OPENINGS DIMENSIONS, WITH DOOR AND WINDOW MANUFACTURERS PRIOR TO INSTALLATION.
- FINAL DOOR DESIGN, COLOR AND HARDWARE TO BE SELECTED BY OWNER.

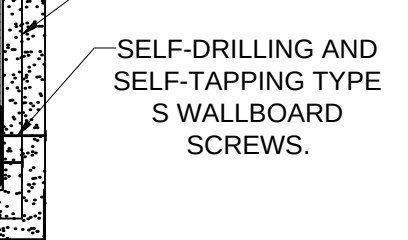
ENERGY CONSERVATION NOTES:

- ANY NONCONDITIONED SPACE THAT IS ALTERED TO BECOME CONDITIONED SPACE IS REQUIRED TO BE BROUGHT INTO FULL COMPLIANCE WITH THE INTERNATIONAL ENERGY CONSERVATION CODE.
- WHEN EXISTING CEILING, WALL, OR FLOOR CAVITIES ARE EXPOSED DURING CONSTRUCTION, THE LEVEL OF THERMAL INSULATION PRESCRIBED BY TABLE R402.1.1 OF THE IEC IS NOT REQUIRED, PROVIDED THAT THE ENERGY USE OF THE BUILDING IS NOT INCREASED AND THAT THE CAVITIES ARE FILLED WITH INSULATION.
- WINDOWS, SKYLIGHTS AND SLIDING GLASS DOORS SHALL HAVE AN AIR INFILTRATION RATE OF NO MORE THAN 0.3 CFM PER SQUARE FOOT (1.5 L/S/M²) AND SWINGING DOORS NO MORE THAN 0.5 CFM PER SQUARE FOOT (2.6 L/S/M²), WHEN TESTED ACCORDING TO NFRC 400 OR AAMA/WDMA/CSA 101.1.2.2/AAAB BY AN ACCREDITED, INDEPENDENT LABORATORY AND LISTED AND LABELED BY THE MANUFACTURER.
- ALL JOINTS, PENETRATIONS, DOORS, AND WINDOWS SHALL BE ARE CAULKED, GASKETED WEATHERSTRIPPED, OR OTHERWISE SEALED.
- FOR ADDITIONS AND REMODELING, INSULATE ALL NEW DOMESTIC HOT WATER PIPING, R-3 MINIMUM, FOR THE FOLLOWING CONDITIONS:
 - PIPING LARGER THAN 1/2 INCH NOMINAL DIAMETER.
 - PIPING SERVING MORE THAN ONE DWELLING UNIT.
 - PIPING LOCATED UNDER THE CONDITIONED SPACE.
 - PIPING FROM THE WATER HEATER TO A DISTRIBUTION MANIFOLD.
 - PIPING LOCATED UNDER A FLOOR SLAB.
 - BURIED PIPING.
 - SHRINKY AND RETURN PIPING IN RECIRCULATION SYSTEMS OTHER THAN DEMAND RECIRCULATION SYSTEMS.PIPPING WITH RUN LENGTHS GREATER THAN THE MAXIMUM RUN LENGTHS FOR THE NOMINAL PIPE DIAMETER GIVEN IN TABLE R403.4.2.

NOMINAL PIPE DIAMETER	MAXIMUM RUN LENGTH OF LARGEST DIAMETER PIPE
3/8	30
1/2	20
3/4	10
LARGER THAN 3/4	5
- BUILDING THERMAL ENVELOPE SHALL BE CONSTRUCTED TO LIMIT AIR LEAKAGE IN ACCORDANCE WITH THE REQUIREMENTS OF SECTIONS R402.4.1 THROUGH R402.4.4.
- THE SEALING METHODS BETWEEN DISSIMILAR MATERIALS SHALL ALLOW FOR DIFFERENTIAL EXPANSION AND CONTRACTION.

WOOD COLUMN FIREPROOF

1HR (UL X531)

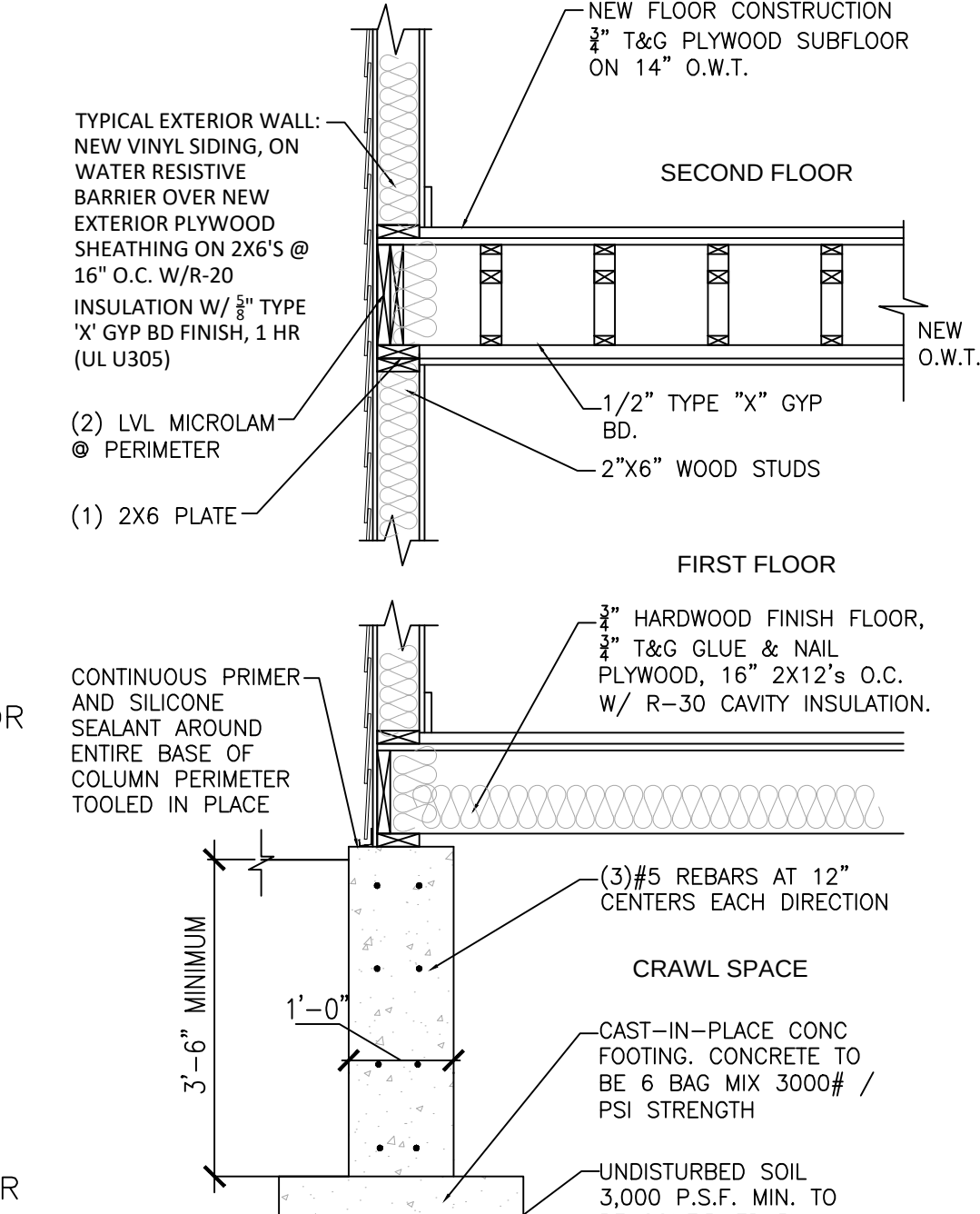


WOOD BEAM FIREPROOF

1HR (UL N307)



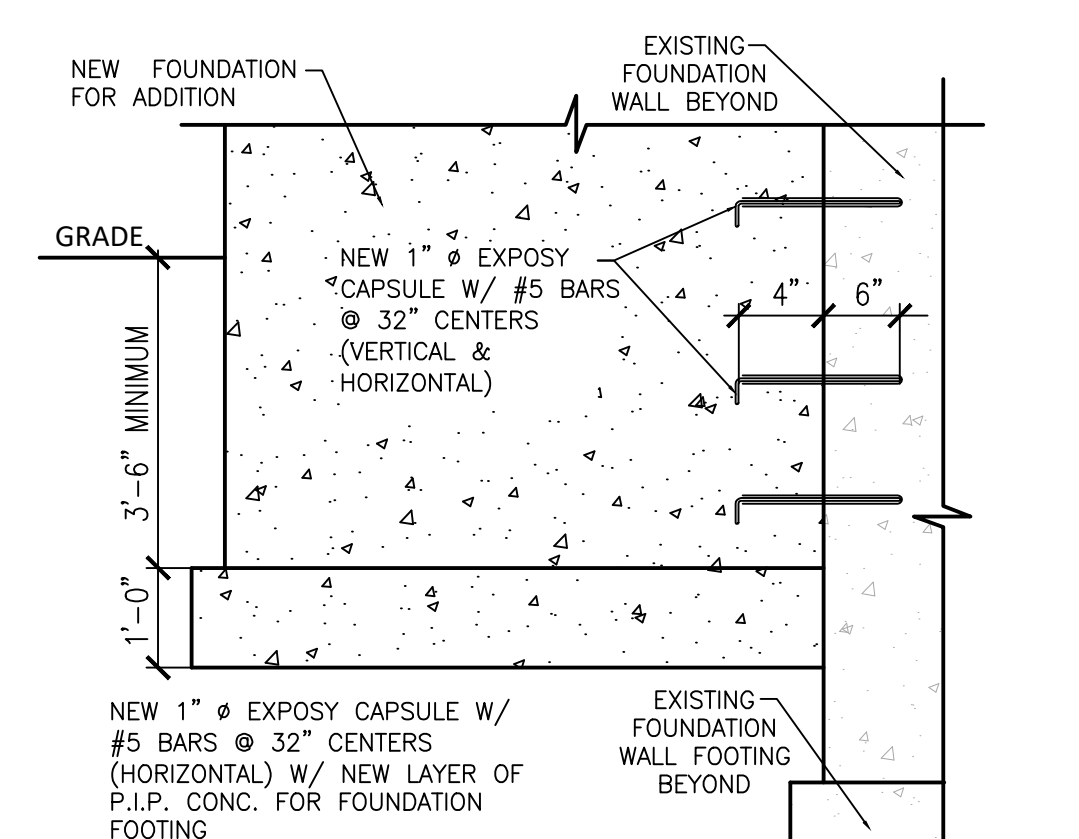
BASEMENT INSULATION DETAIL



- NOTES:
- CONTRACTOR TO LOCATE UTILITIES PRIOR TO EXCAVATING FOR FOUNDATION
 - CONCRETE TO HAVE F_c = 3,500 PSI WITH 5-8% AIR ENTRAINMENT

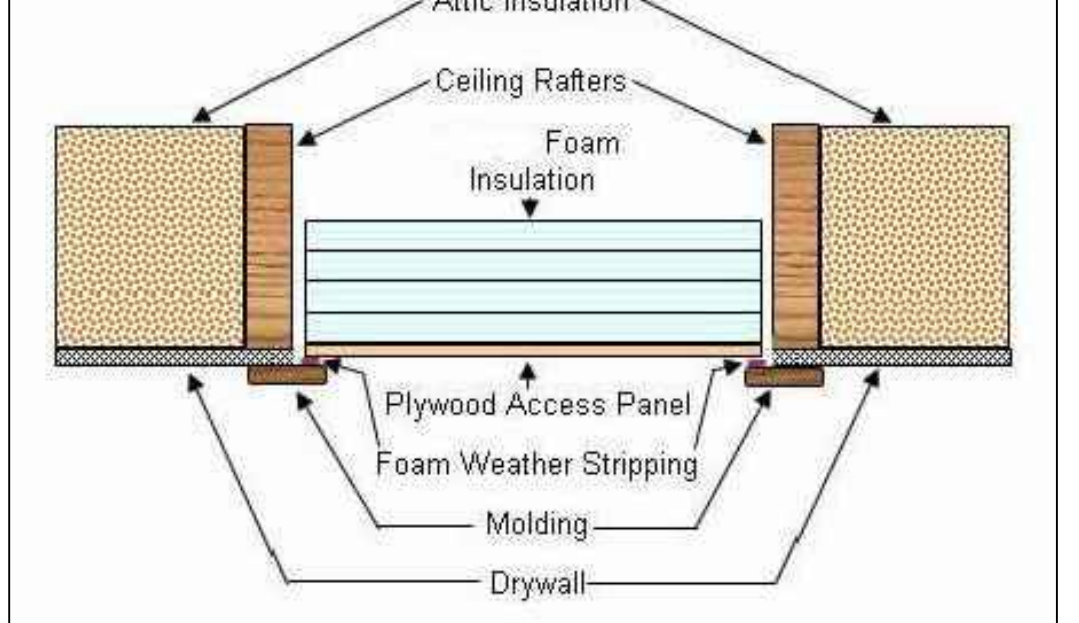
(F 1) FOOTING & PIER DETAIL

SCALE: N.T.S.

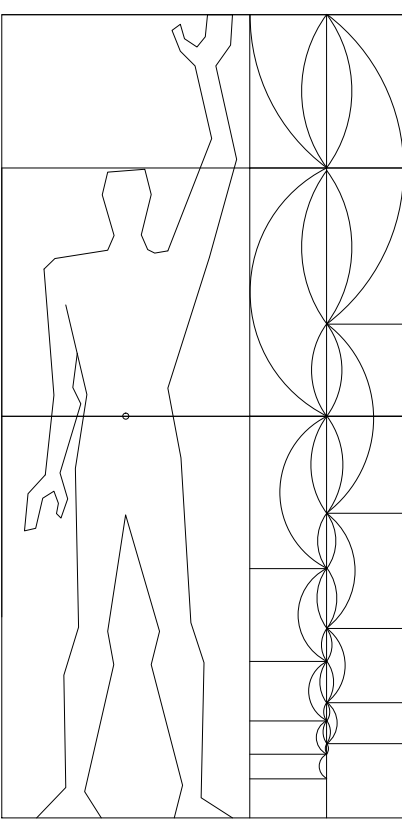


NEW FDN CONNECTION TO EXIST.

SCALE: N.T.S.



ATTIC HATCH INSULATION DETAIL



EXP 11/30/2020
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8/12/2019

ARCHITECTURAL SCHEDULES & NOTES

880 WILLOW RD

WINNETKA, IL

ARCHITECTURAL SCHEDULES & NOTES

ARCHITECTURAL SCHEDULES & NOTES

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ARCHITECTURAL SCHEDULES & NOTES

DRAFT-STOPPING MATERIALS SHALL NOT BE LESS THAN 5/8" GYP BOARD, 3/8" WOOD STRUCTURAL PANELS OR OTHER APPROVED MATERIALS ADEQUATELY SUPPORTED.

OPEN WOOD TRUSSES SPECS AND MANUFACTURER DESCRIPTION SHOULD BE VERIFIED AND CONFIRMED WITH ARCHITECT PRIOR INSTALLATION.

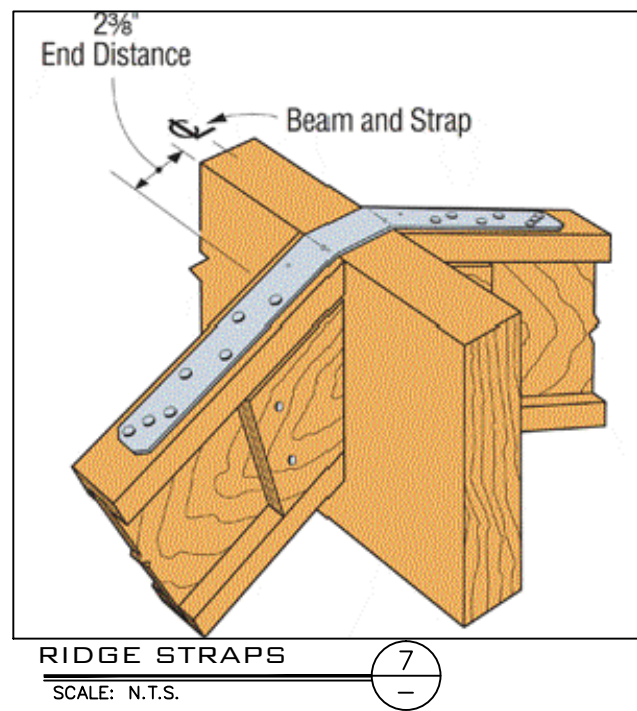
1. GC TO VERIFY STABILITY OF EXISTING EXTERIOR WALLS AFTER DEMO IS COMMENCED. ARCHITECT TO BE INFORMED OF ANY STRUCTURAL DETERIORATION OR NONCONFORMANCE WITH DRAWINGS.
2. GC TO ENSURE NECESSARY SHORING AND STRENGTHEN EXISTING FRAME WALL AS NEEDED.

G.C. TO ALIGN RAFTERS ON BOTH SIDES OF THE RIDGE AS TO COORDINATE SYMMETRICAL INSTALLATION REGARDLESS OF THE SKYLIGHTS. ALL RAFTERS TO BE CONNECTED W/ RIDGE STRAPS @ RIDGE.

HEADER SCHEDULE			
MARK	MEMBER	MAX SPAN	END BEARING
H1	2x6	4'-0"	4"
H2	2x12	8'-0"	4"
H3	(3) 2x12	16'-0"	4"

GENERAL NOTCHING AND BORING NOTES

1. NOTCHES IN SOLID LUMBER JOIST, RAFTERS, AND BEAMS, SHALL NOT EXCEED ONE-SIXTH OF THE DEPTH OF THE MEMBER, SHALL NOT BE LONGER THAN ONE-THIRD OF THE DEPTH OF THE MEMBER, AND SHALL NOT BE LOCATED IN THE MIDDLE ONE-THIRD OF THE SPAN. NOTCHES AT THE ENDS OF MEMBERS SHALL NOT EXCEED ONE-FOURTH OF THE DEPTH OF THE MEMBER. THE TENSION SIDE OF MEMBERS 4 INCHES OR GREATER IN NOMINAL THICKNESS SHALL NOT BE NOTCHED EXCEPT AT THE ENDS OF THE MEMBERS.
4. WHERE POSTS AND BEAM OR GIRDER CONSTRUCTION IS USED TO SUPPORT FLOOR FRAMING, POSITIVE CONNECTIONS SHALL BE PROVIDED TO ENSURE AGAINST UPLIFT AND LATERAL DISPLACEMENT.
5. THE DIAMETER OF HOLES DRILLED INTO WOOD FLOOR JOISTS, RAFTERS, AND BEAMS SHALL NOT EXCEED ONE-THIRD OF THE DEPTH OF THE MEMBER. HOLES SHALL NOT BE LOCATED CLOSER THAN 2 INCHES TO THE TOP OR BOTTOM OF THE MEMBER, OR TO ANY OTHER HOLE IN THE MEMBER. WHERE THE MEMBER IS ALSO NOTCHED, THE HOLE SHALL NOT BE CLOSER THAN 2 INCHES TO THE NOTCH.
6. ANY STUD IN AN EXTERIOR WALL AND BEARING PARTITION MAY BE CUT OR NOTCHED TO A DEPTH NOT EXCEEDING 25% OF THE WIDTH OF THE STUD. ANY STUD MAY BE BORED OR DRILLED, PROVIDED THAT THE DIAMETER OF THE RESULTING HOLE IS NO MORE THAN 40% OF THE WIDTH OF THE STUD AND THE EDGE OF THE HOLE IS NO CLOSER THAN 5/8" TO THE EDGE OF THE STUD. A STUD MAY BE BORED TO A DIAMETER OF 50% OF THE STUD WIDTH, PROVIDED THAT SUCH STUDS ARE DOUBLED AND NO MORE THAN 2 SUCCESSIVE STUDS ARE BORED
7. MINIMUM GYPSUM WALL BOARD THICKNESS SHALL BE 5/8" FOR ALL APPLICATIONS



- GENERAL NOTES:
1. GENERAL CONTRACTOR MUST VERIFY ALL DIMENSIONS IN FIELD.
 2. NOTED DIMENSIONS TAKE PRECEDENCE OVER SCALED DIMENSIONS - DO NOT SCALE DRAWINGS.
 3. ALL EXTERIOR DIMENSIONS ARE TO FACE OF BRICK OR CONCRETE.
 4. ALL MATERIALS AND EQUIPMENT MUST BE INSTALLED PER MANUFACTURER INSTRUCTIONS AND RECOMMENDATIONS, AND TO THE BEST INDUSTRY STANDARDS.

STRUCTURAL DESIGN CRITERIA:

1. ROOF: SNOW LOAD 30PSF, WIND UPLIFT LOAD 20PSF.
2. FLOOR ON PORCH, DECK & BALCONY: LIVE LOAD 100PSF + 10PSF DEAD LOAD.
3. FLOOR: 40 PSF LIVE LOAD + 10 PSF DEAD LOAD
4. NEW LUMBER: JOISTS & BEAMS: SOUTHERN PINE #2
POSTS: SOUTHERN PINE #2
OPEN WEB JOIST PER MANUFACTURER
LVL MICROLAM 1.9E
5. SOIL BEARING: 2500PSF, CONCRETE: 4,000PSI @ 28 DAYS
6. STAIRWAY & BALCONY RAILING DESIGNED TO RESIST SIMULTANEOUS VERTICAL AND HORIZONTAL THRUST OF 50 PSF, WITH APPLIED POINT LOAD OF 200 CONCENTRATED LOAD IN ANY DIRECTION AT ANY POINT ALONG TOP RAIL
7. STEEL REINFORCING ROLL SECTION CONFORM TO A572 & A36.
8. PROJECTING ELEMENTS: ALL CANOPIES, BALCONIES AND PARAPETS SHALL BE DESIGNED AND CONSTRUCTED TO WITHSTAND WIND PRESSURES IN ANY DIRECTION EQUAL TO 200 PERCENT OF 21 POUNDS PER SQUARE FOOT.

CARPENTRY NOTES:

1. USE WATER PROTECTED WOOD FOR OUTSIDE CONSTRUCTION.
2. DO NOT CUT OR DRILL THROUGH THE BOTTOM OF ANY JOIST OR BEAM.
3. FURNISH AND INSTALL ALL HANGERS AND CONNECTION DEVICES AS REQUIRED TO INSURE PROPER FRAMING CONNECTIONS FOR ALL STRUCTURE PER MANUFACTURERS GUIDELINES, ALL HANGERS, NAILS AND CONNECTORS SHALL BE STAINLESS STEEL OR HOT DIPPED GALVANIZED.
4. ALL SPLICES IN POSTS MUST BE PER DETAIL OR CITY GUIDELINES.
5. PROVIDE JOIST BRACING @ 8'-0" O.C.

OPEN WOOD TRUSSES SPECS AND MANUFACTURE DESCRIPTION SHOULD BE VERIFIED AND CONFIRMED WITH ARCHITECT PRIOR INSTALLATION.

FRAMING 2ND FLOOR PLAN

1/4" = 1'-0"

FRAMING BSMT. PLAN

1/4" = 1'-0"

FRAMING 1ST FLOOR PLAN

1/4" = 1'-0"

STRONGBACK BRIDGING
SCALE: N.T.S.

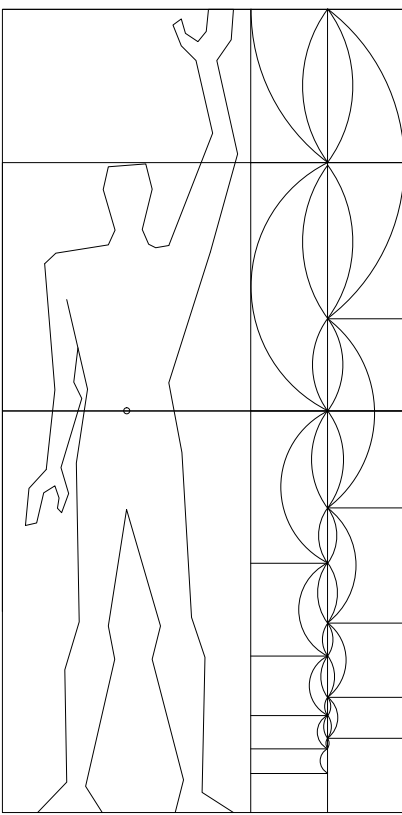
POINT LOAD
SCALE: N.T.S.

FRAME WALL BRACING
SCALE: N.T.S.

880 WILLOW RD
WINNETKA, IL

ARCHITECTURAL
FRAMING
PLANS AND
DETAILS

A-3

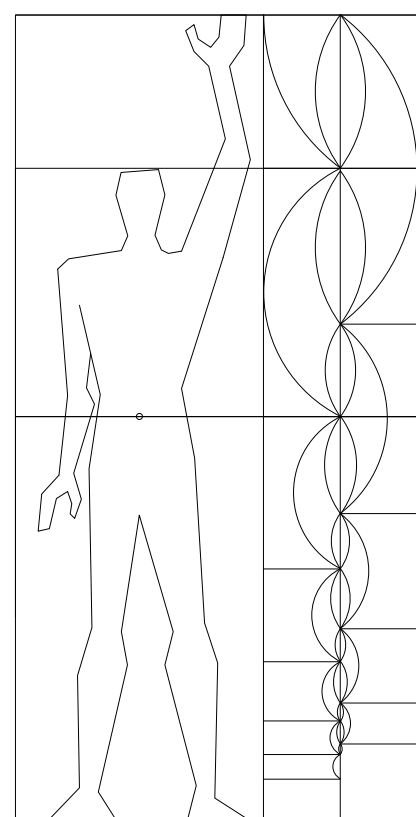
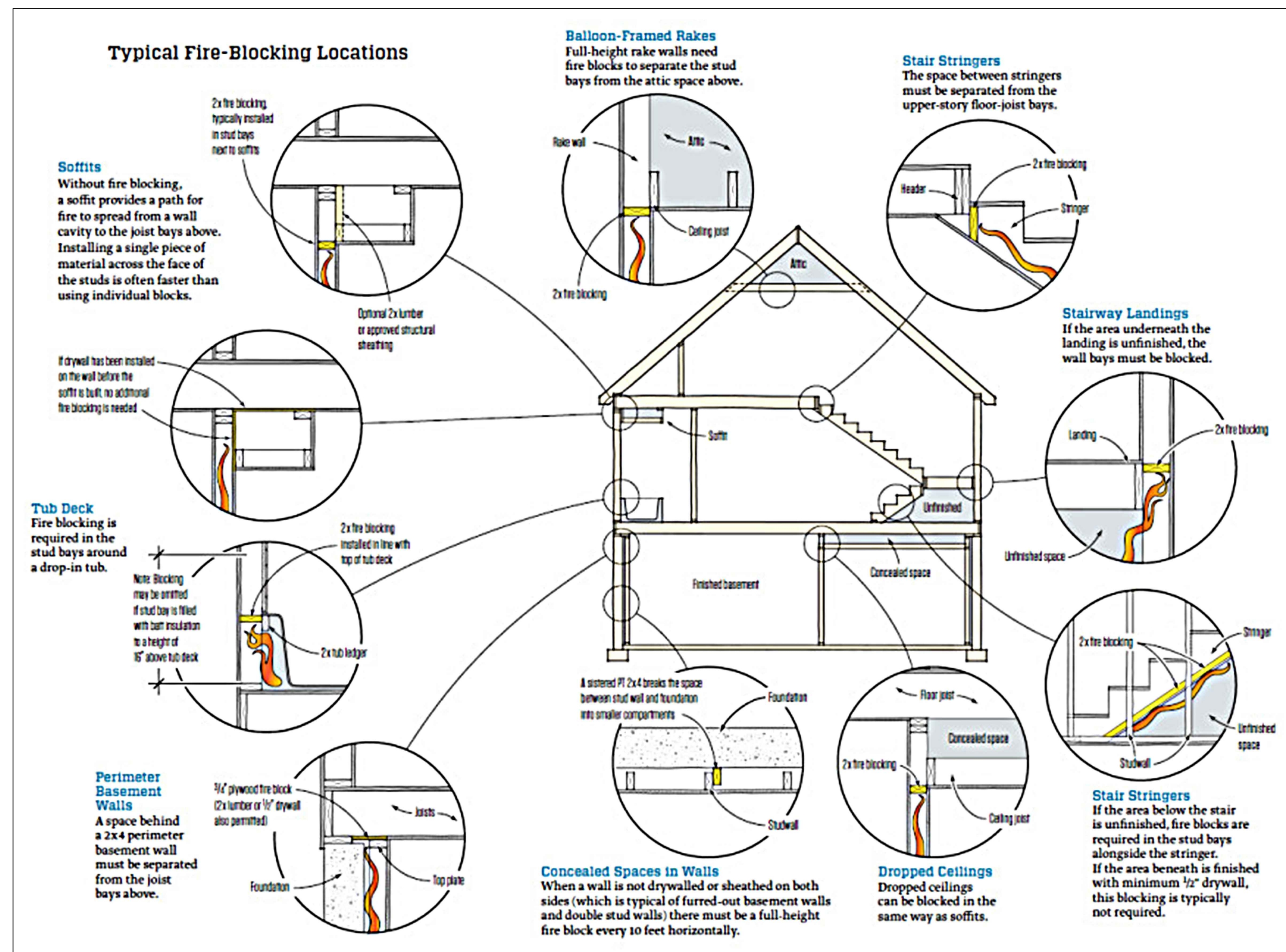
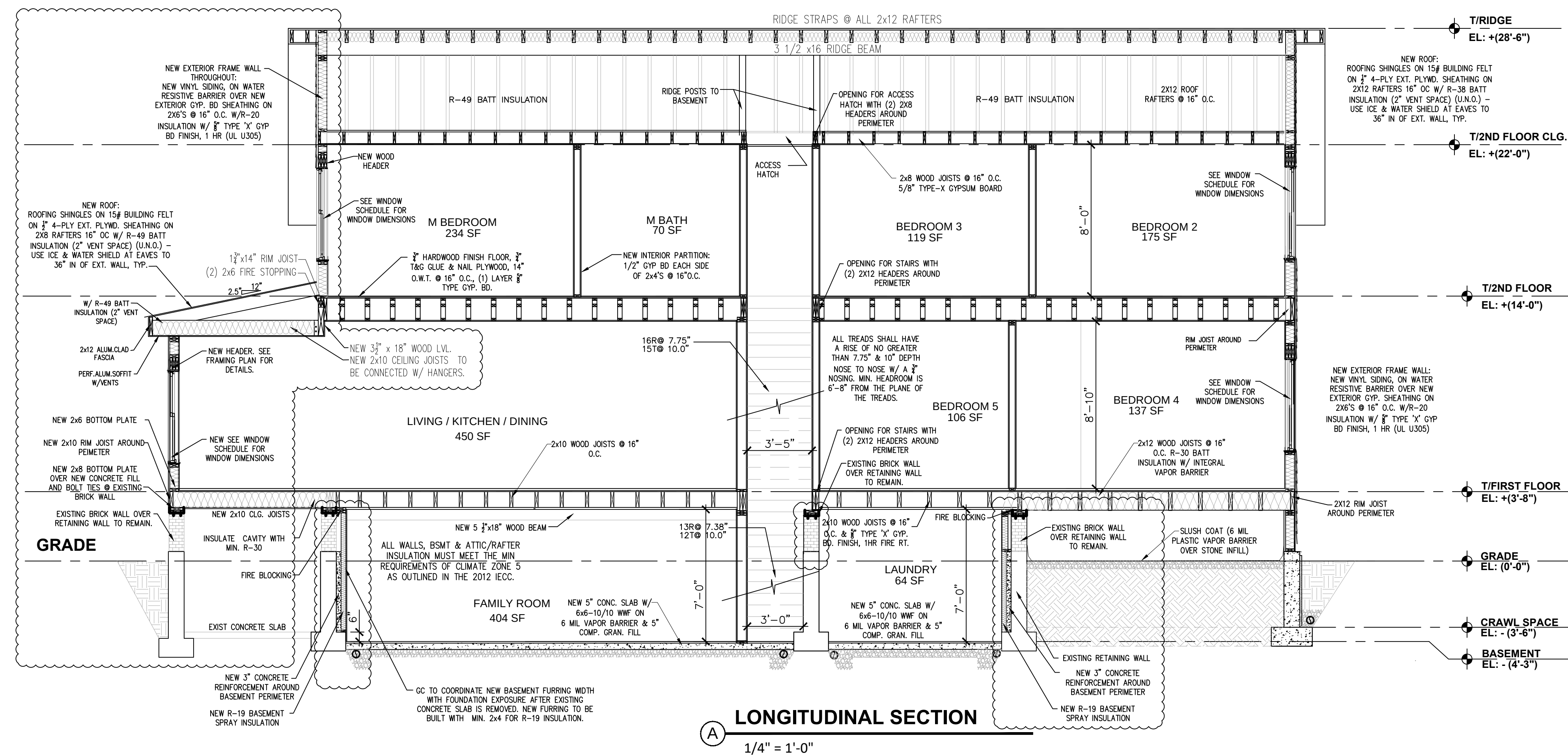


EXP 11/30/2020

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8/12/2019



EXP 11/30/2020

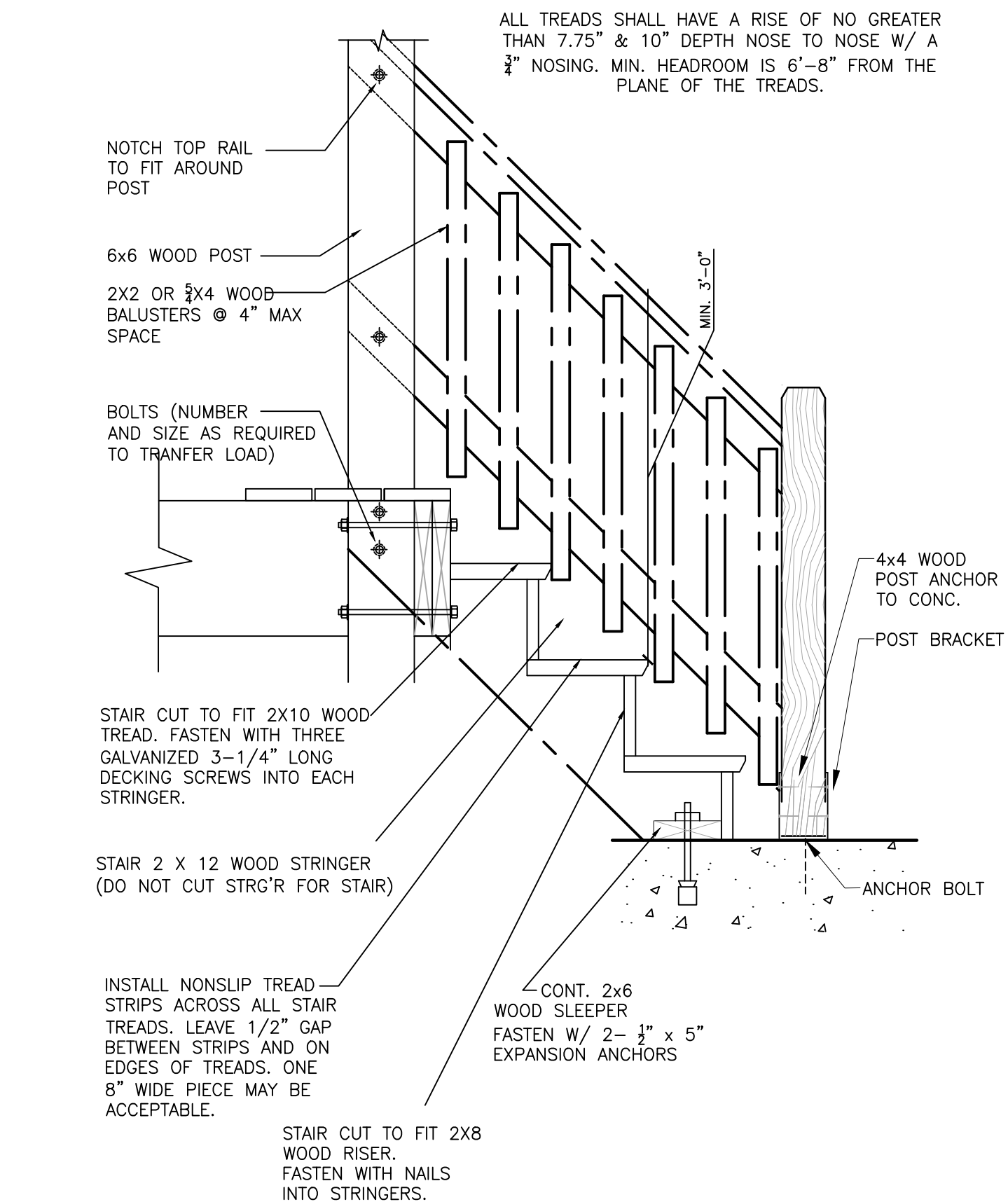
EDWARD
LIVIANO
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edishco@gmail.com
www.edishco.info

8/12/2019

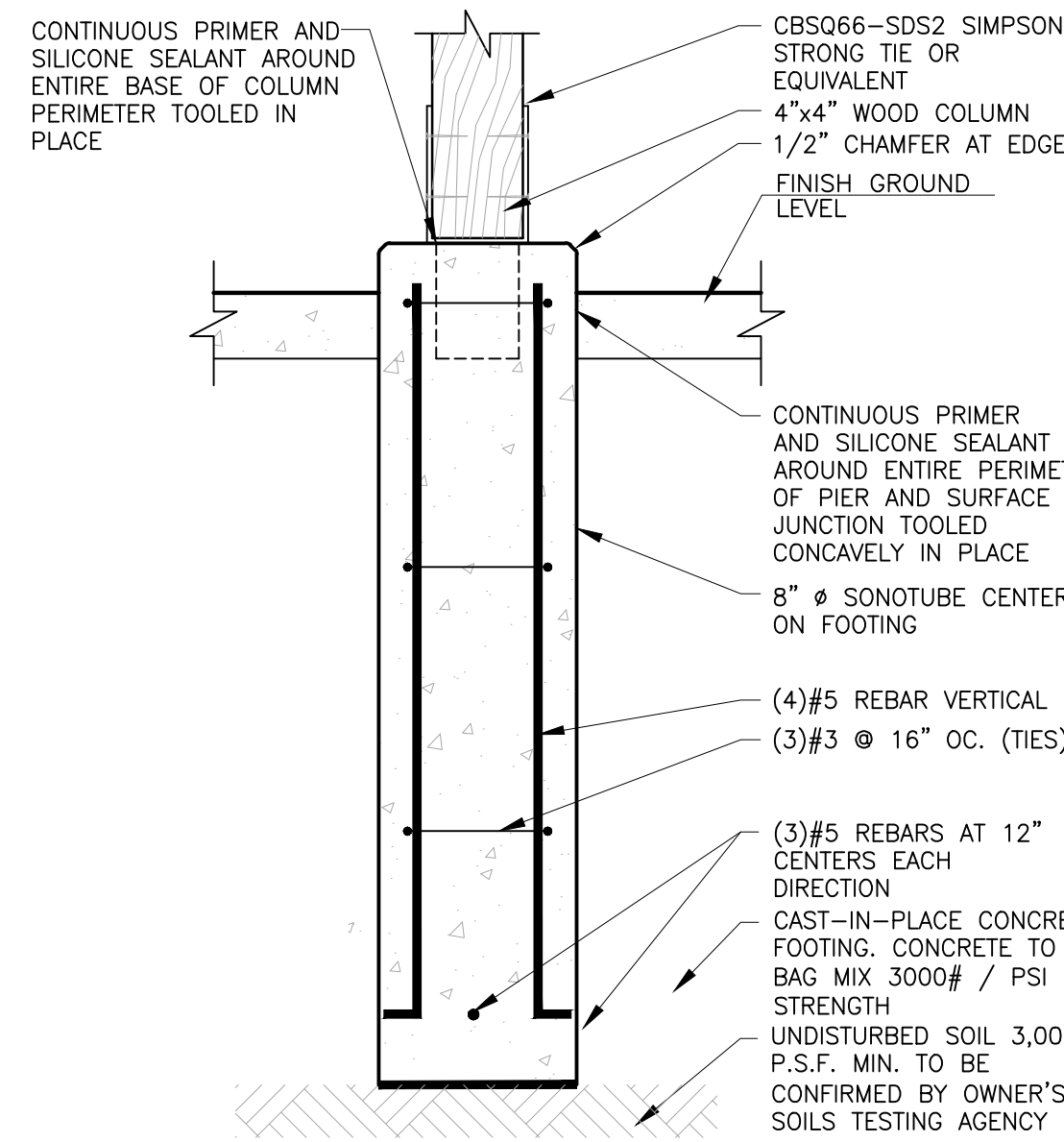
880 WILLOW RD
WINNETKA, IL

ARCHITECTURAL
LONGITUDINAL
SECTION AND
FIRE STOPPING

A-4

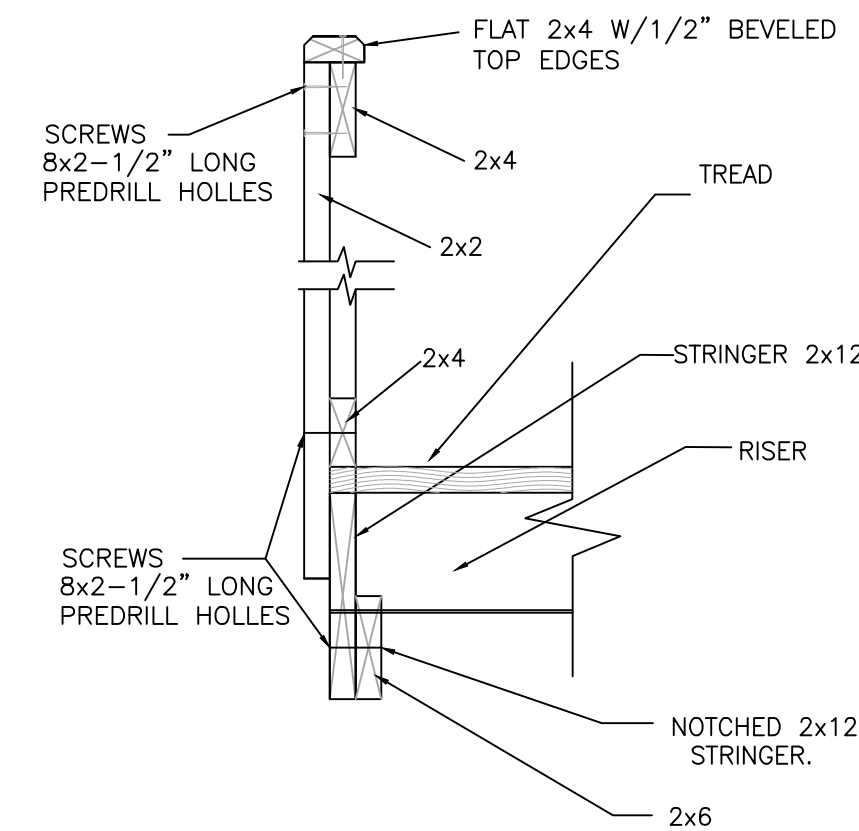


1 STRINGER/RAILING/CONCRETE PIER DETAIL (F2)
SCALE: N.T.S.

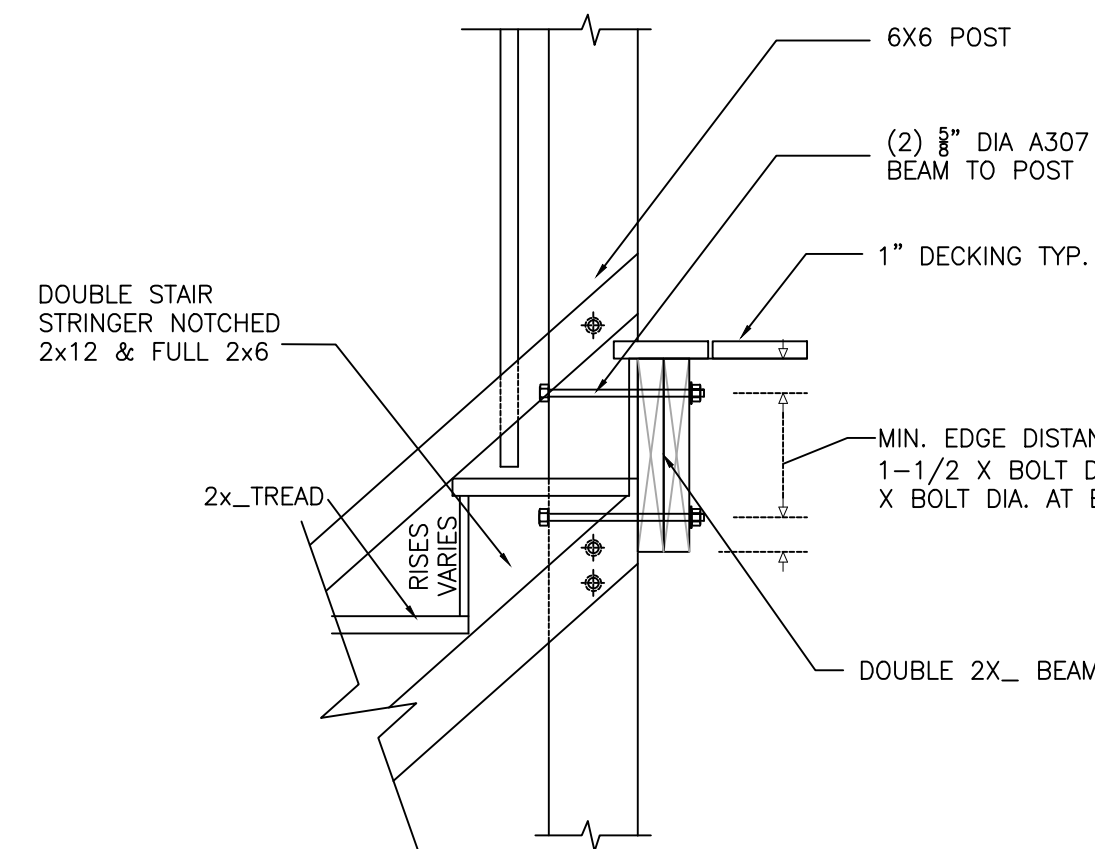


- NOTES:
1. CONTRACTOR TO LOCATE UTILITIES PRIOR TO EXCAVATING FOR FOUNDATION
 2. CONTRACTOR TO NOTIFY DIGGER (1-312-744-7000) 48 HOURS MINIMUM PRIOR TO EXCAVATION
 3. REINFORCEMENT TO BE ASTM-A-6-15, GR-60, EPOXY COATED. MINIMUM SPLICE LENGTH IS 30 BAR DIAMETERS
 4. CONCRETE TO HAVE $f_c = 3,500$ PSI WITH 5-8% AIR ENTRAINMENT

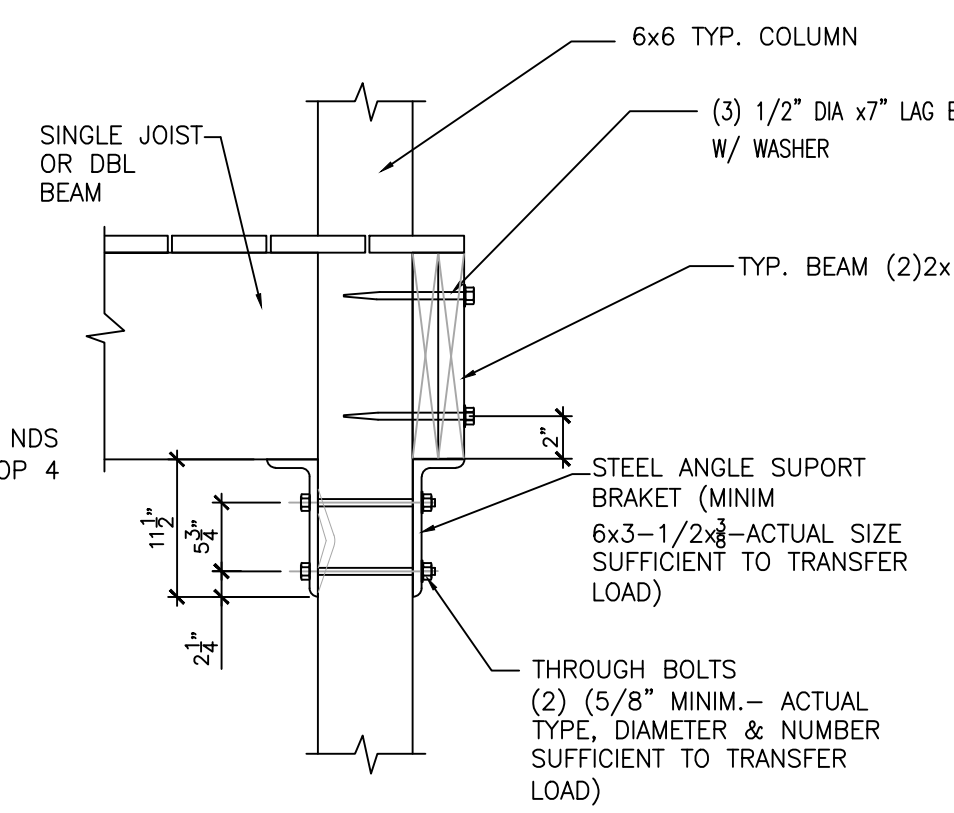
2 (F 1) FOOTING & PIER DETAIL
SCALE: 1"=1'-0"



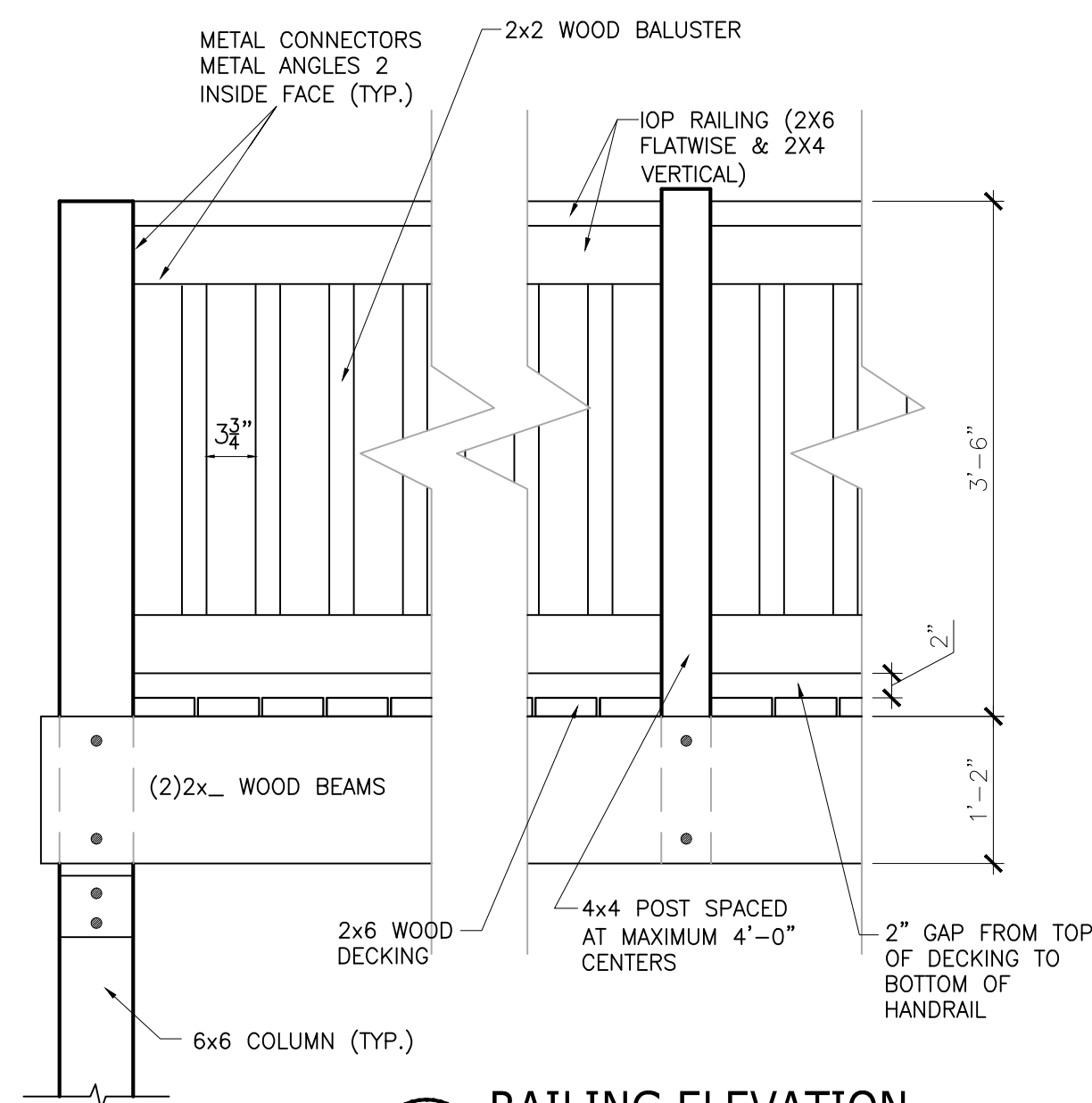
3 TYP. STAIR TRANSVERSE
SCALE: N.T.S.



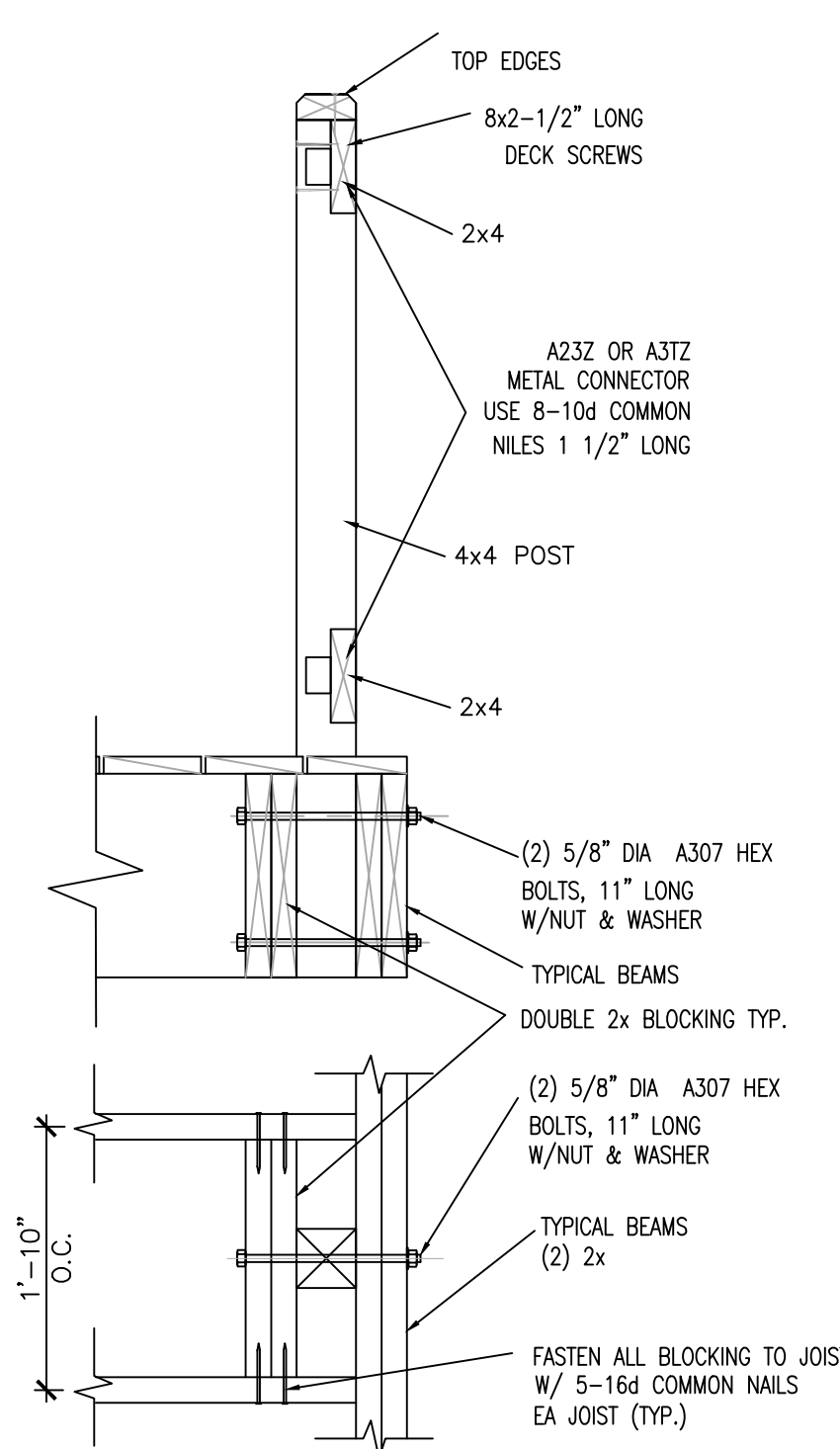
4 STAIR STRINGER CONNECTION
SCALE: N.T.S.



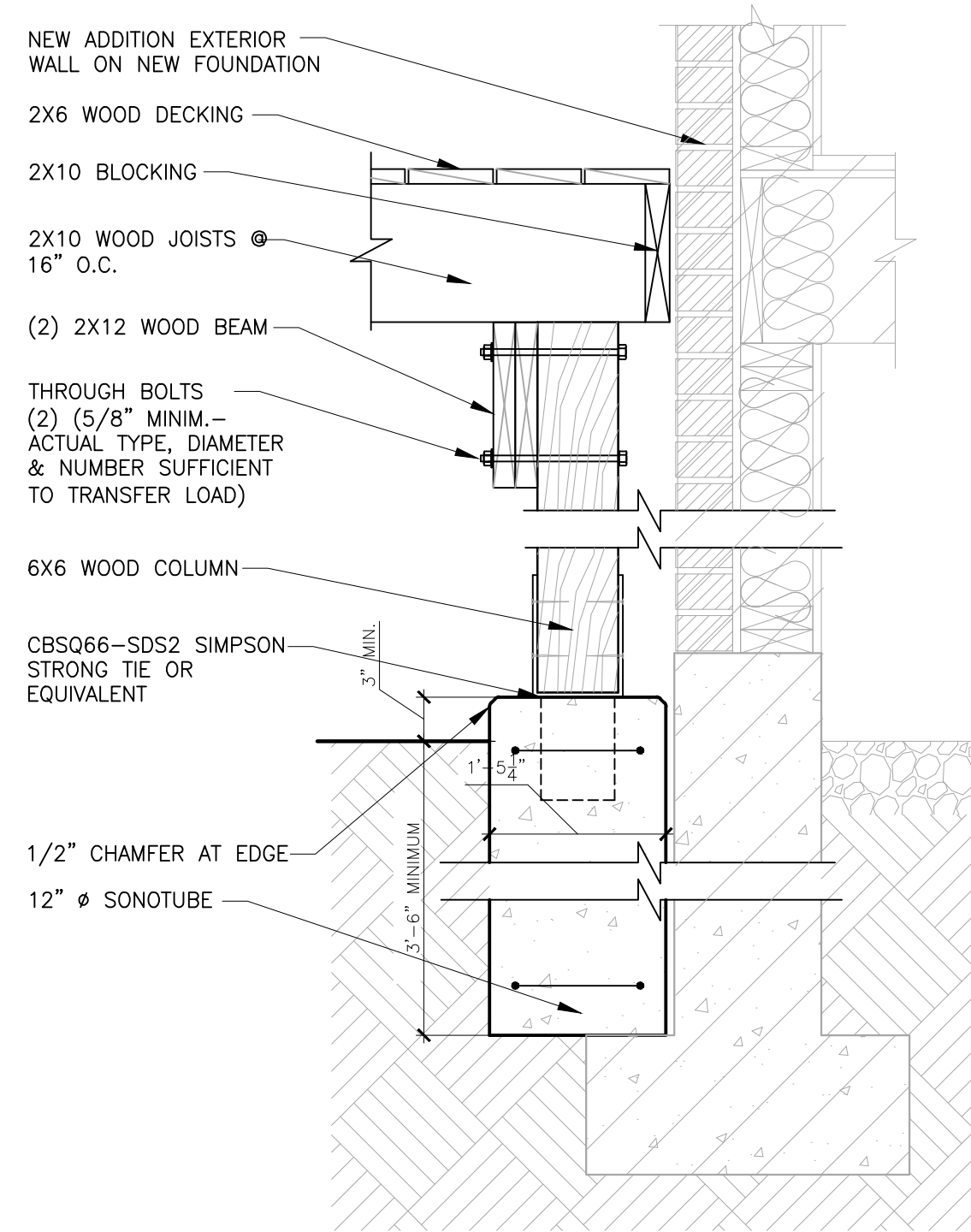
5 TYP. BEAM @ COLUMN
SCALE: N.T.S.



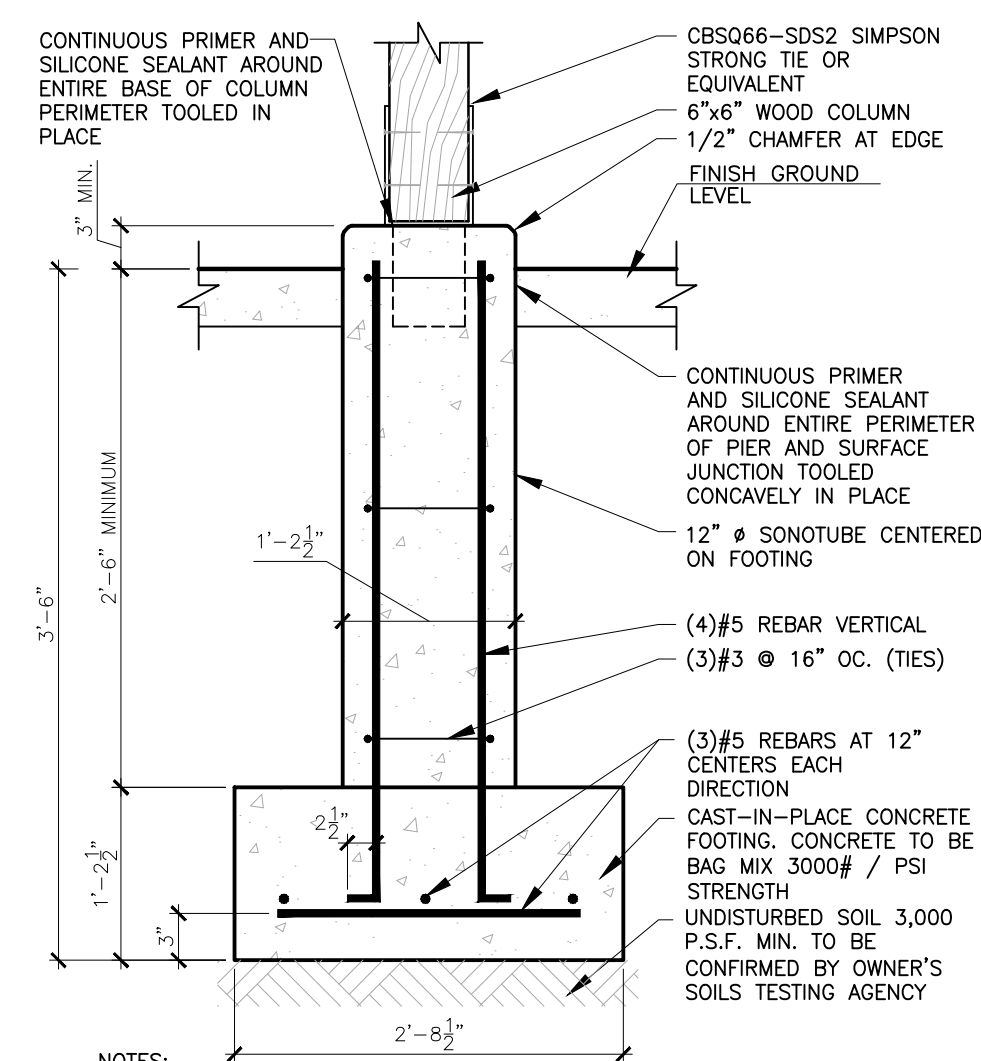
6 RAILING ELEVATION
SCALE: N.T.S.



7 HANDRAIL @ POST
SCALE: N.T.S.

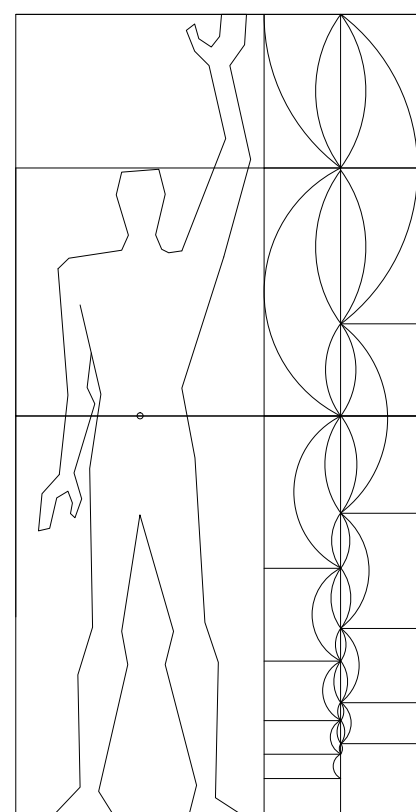


8 (F2) FOOTING DETAIL
SCALE: N.T.S.



9 (F 1) FOOTING & PIER DETAIL
SCALE: 1"=1'-0"

WOOD PORCH FRAMING	
LABEL	NOTE
C1	6X6 WOOD POST
C2	4X4 WOOD POST
J1	2X10 JOISTS @ 16" O.C.
S1	2X12 STRINGER
B1	2X10 BEAM
B2	2X12 BEAM
F3	FOOTING 2'-6" X 2'-6" X 1'-0"
F2	8" DIA. 2'-6" DEEP CONC. PIER
F1	12" DIA. 3'-6" DEEP CONC. PIER



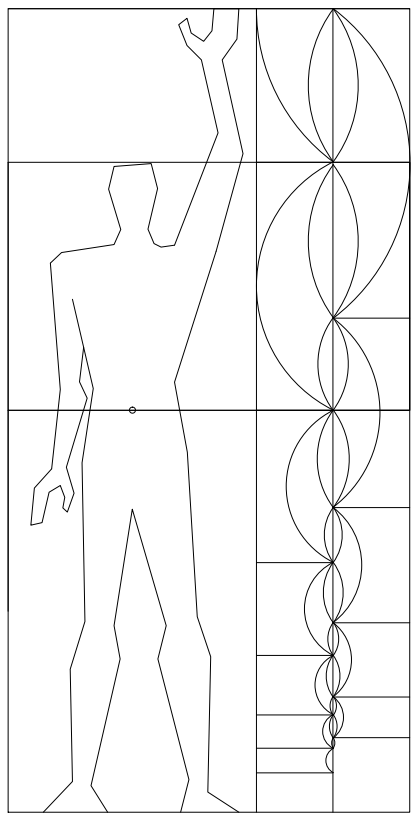
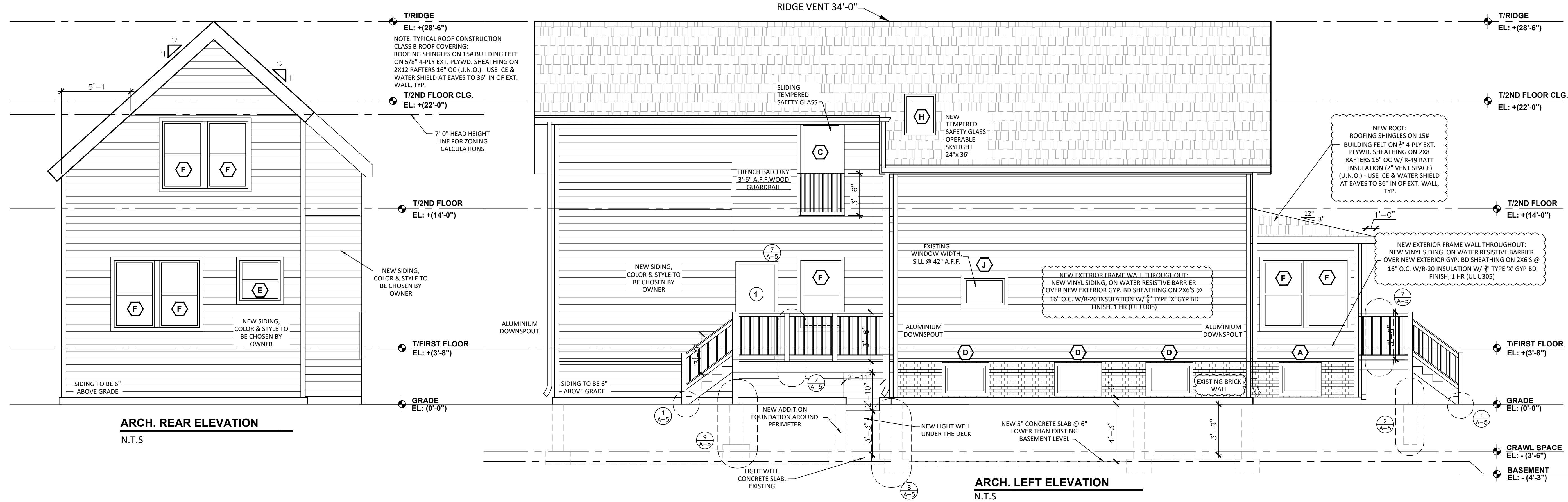
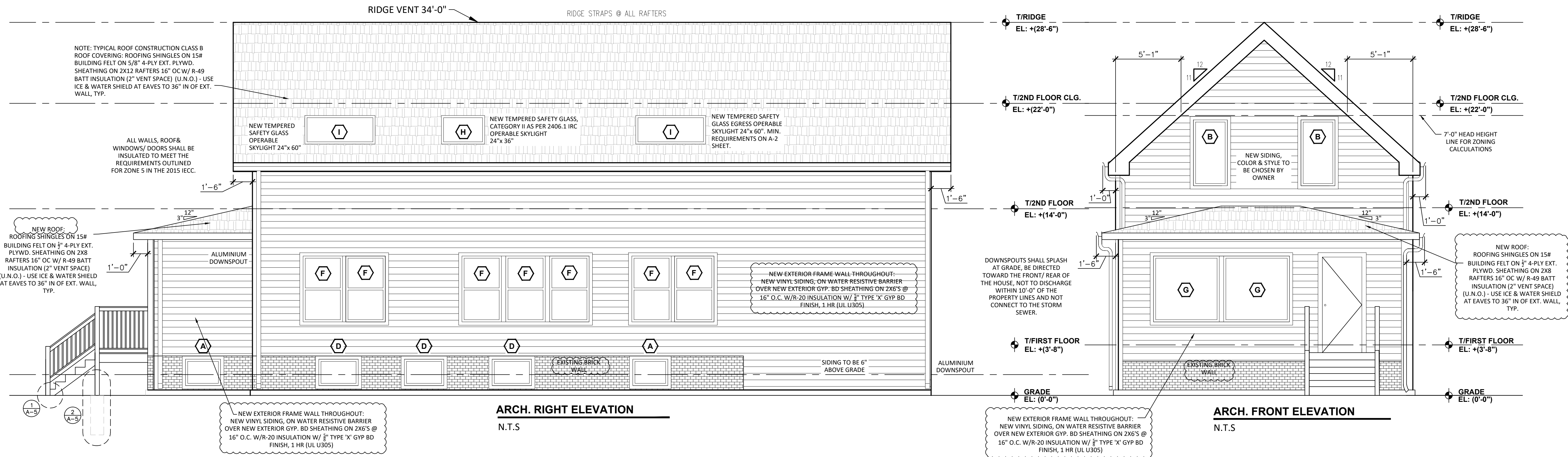
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8/12/2019

880 WILLOW RD
WINNETKA, IL

ARCHITECTURAL
WOOD DECK
AND BALCONY
DETAILS

A-5



EXP 11/30/2020
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8/12/2019

880 WILLOW RD
WINNETKA, IL

ARCHITECTURAL
ELEVATIONS

A-6

EXHIBIT D

UNCONDITIONAL AGREEMENT AND CONSENT

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

WHEREAS, Iulian Cazacu and Donya Tanzif (collectively, the "**Applicant**") are the record title owners of the parcel of real property commonly known as 880 Willow Road 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 R-2 Single Family Residential District of the Village ("**R-2 District**"); and

WHEREAS, the Subject Property was previously improved with a Single Family Residence ("**Former Structure**"), however, the Applicant demolished the Former Structure except for its foundation; and

WHEREAS, the Former Structure existed prior to February 7, 1989, and accordingly was a nonconforming structure; and

WHEREAS, the Applicant now desires to reconstruct a single-family residence on the Subject Property on the foundation of the Former Structure ("**Proposed Improvement**"); and

WHEREAS, the Applicant filed an application for variations from: (i) Section 17.30.040 of the Zoning Ordinance to permit the Subject Property to have a gross floor area for the Subject Property of 2,813.9 square feet; (ii) Section 17.30.050 of the Zoning Ordinance to permit the construction of the Proposed Improvement with a front yard setback of 13.79 feet; and (iii) Section 17.30.060 of the Zoning Ordinance to permit the construction of the Proposed Improvement with a side yard setback of 3.2 feet (collectively, "**Variations**"); and

WHEREAS, Ordinance No. M-17-2019, adopted by the Village Council on _____, 2019 ("**Ordinance**"), grants the Variations; and

WHEREAS, Section 8 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 does hereby unconditionally agree 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 Variations 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 does hereby agree 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 Variations 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: _____, 2019

ATTEST: **IULIAN CAZACU**

By: _____

Name: _____

Dated: _____, 2019

ATTEST: **DONYA TANZIF**

By: _____

Name: _____



MEMORANDUM VILLAGE OF WINNETKA

COMMUNITY DEVELOPMENT DEPARTMENT

TO: ZONING BOARD OF APPEALS
FROM: ANN KLAASSEN, SENIOR PLANNER
DATE: AUGUST 30, 2019
SUBJECT: CASE NO. 19-23-V2: 880 WILLOW ROAD -VARIATIONS

INTRODUCTION

On September 9, 2019, the Zoning Board of Appeals will conduct a public hearing on an application filed by Iulian Cazacu (the "Applicant") as the owner of the property at 880 Willow Road (the "Subject Property"). The Applicant requests approval of the following zoning variations to allow construction of a new single family residence on an existing foundation on the Subject Property:

1. Gross Floor Area of 2,813.9 square feet, whereas a maximum of 1,879.94 square feet is permitted, a variation of 933.96 square feet (49.68%) [Section 17.30.040 – Maximum Building Size];
2. Front yard setback of 13.79 feet, whereas a minimum of 50 feet is required, a variation of 36.21 feet (72.42%) [Section 17.30.050 – Front and Corner Yard Setbacks]; and
3. Side yard setback of 3.2 feet, whereas a minimum of 6 feet is required, a variation of 2.8 feet (46.67%) [Section 17.30.060 – Side Yard Setback].

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 Current* on August 22, 2019. As part of their submitted application materials, the Applicant has provided letters from two adjacent property owners; those letters are included in Attachment B. As of the date of this memo, staff has not received any additional written comment from the public regarding this application.

The Village Council has final jurisdiction on this request as only the Council has the authority to grant a variation to allow a zoning lot with a post-FAR building (constructed since 1989) to exceed the maximum permitted gross floor area.

PROPERTY DESCRIPTION

The Subject Property, which is approximately 0.11 acres in size, is located on the south side of Willow Road, between Birch Street and White Oak Lane, and contains the foundation of the previous residence that has been torn down. Figures 1 through 3 on the following pages identify the Subject Property.

The property is zoned R-2 Single Family Residential, and it is bordered by R-2 Single Family Residential to the south, east and west, and R-5 Single Family Residential to the north (represented in Figure 4 later in this report). The Comprehensive Plan designates the Subject Property as appropriate for single family residential development. The zoning of the property is consistent with the Comprehensive Plan.

PROPERTY HISTORY AND PREVIOUS ZONING APPLICATIONS

The residence is circa 1907. Subsequent building permits were issued in 1922 to alter the residence (add basement – hollow tile), in 1923 to rebuild a frame open porch, in 1926 to build a one-story frame and stucco garage, and in 1929 to build a second story frame porch.

In April 2019, the Applicant was issued a building permit to build a two-story addition and remodel the residence. On July 29, 2019, Village staff noticed the entire structure above grade had been demolished. Subsequently, a Stop Work Order was issued due to the work going beyond the scope of the approved building permit. Given the entire structure above grade was torn down, the Village's codes thus define the construction as a new home. A new home is required to meet current zoning requirements. Due to the pre-existing nonconformities of the residence that was torn down, zoning relief is necessary for the Applicant to proceed with construction to rebuild on the existing foundation. Therefore, the Applicant has submitted the variation application that is currently before the Board.

There are no previous zoning cases on file for the Subject Property.



Figure 1 – Subject Property Prior to Demolition



Figure 2 – Subject Property – Existing Condition



Figure 3 – Aerial Map

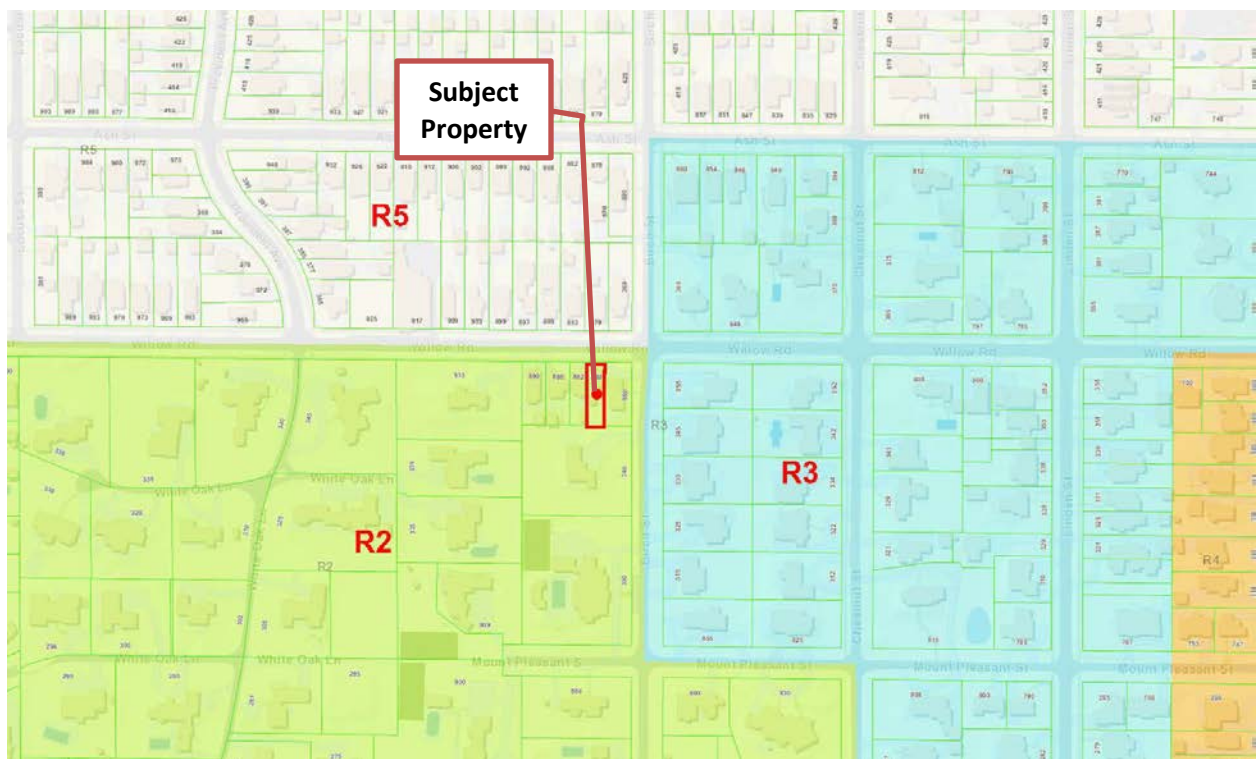


Figure 4 – Zoning Map

PROPOSED PLAN

The variations are being requested in order to build a new single family residence on the existing nonconforming foundation on the Subject Property. An excerpt of the site plan is provided later in this

report as Figure 5. The plans the Applicant has submitted for consideration by the Board reflect the same improvements originally approved by the Village in April 2019 to remodel the existing residence and build a two-story addition at the rear of the residence. The original approved plans for an addition complied with the zoning regulations and did not require approval of any zoning variations.

The proposed two-story residence would be constructed on the existing foundation, which has been reinforced with concrete. The Applicant intends to finish this “original” area of the basement to include a family room, powder room and a laundry/mechanical room. Prior to demolition, the foundation for what was to be an addition at the rear of the residence was installed. This area would not consist of a full basement; rather it would be a crawl space. The first floor of the residence would include an open living/kitchen/dining area, two bedrooms and a bathroom. The second floor would consist of a master suite, two additional bedrooms and a bathroom. In total, the house would have five bedrooms and 3½ bathrooms and consist of 2,813.9 square feet of gross floor area (GFA). The proposed plan does not include replacement of the garage. A breakdown of the GFA is as follows:

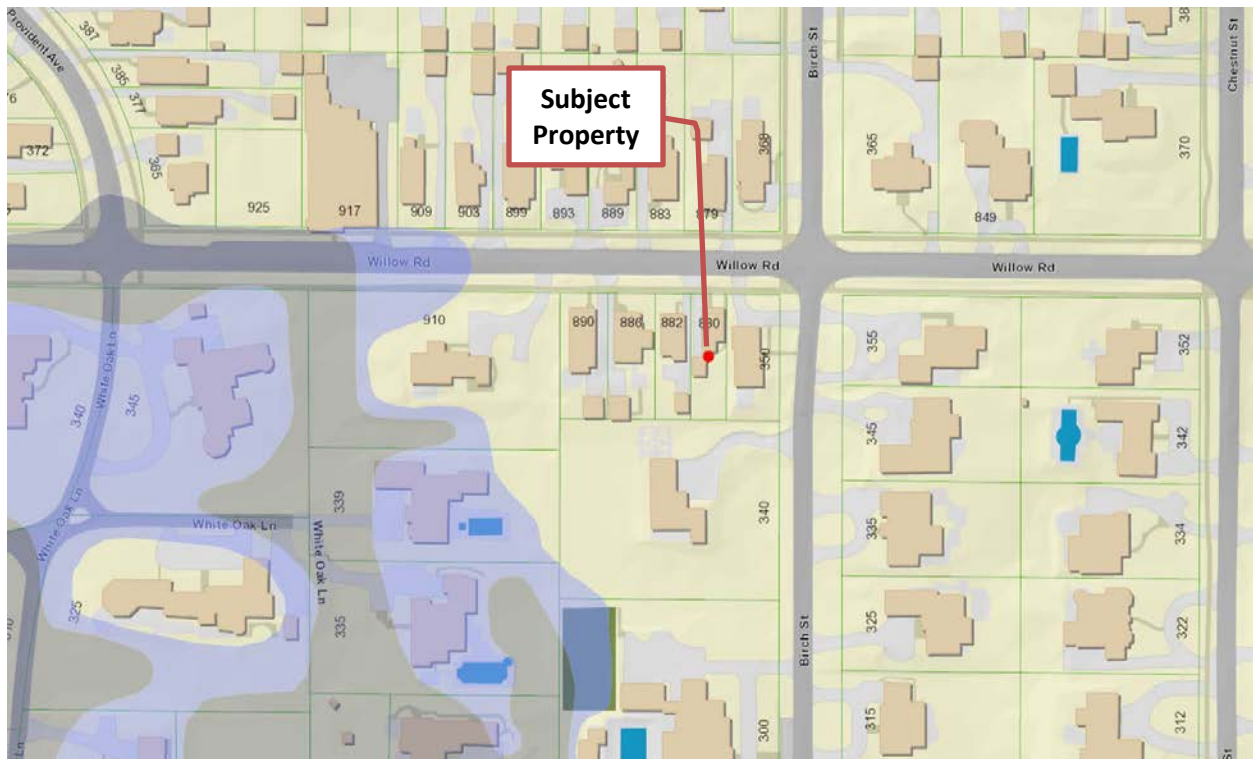
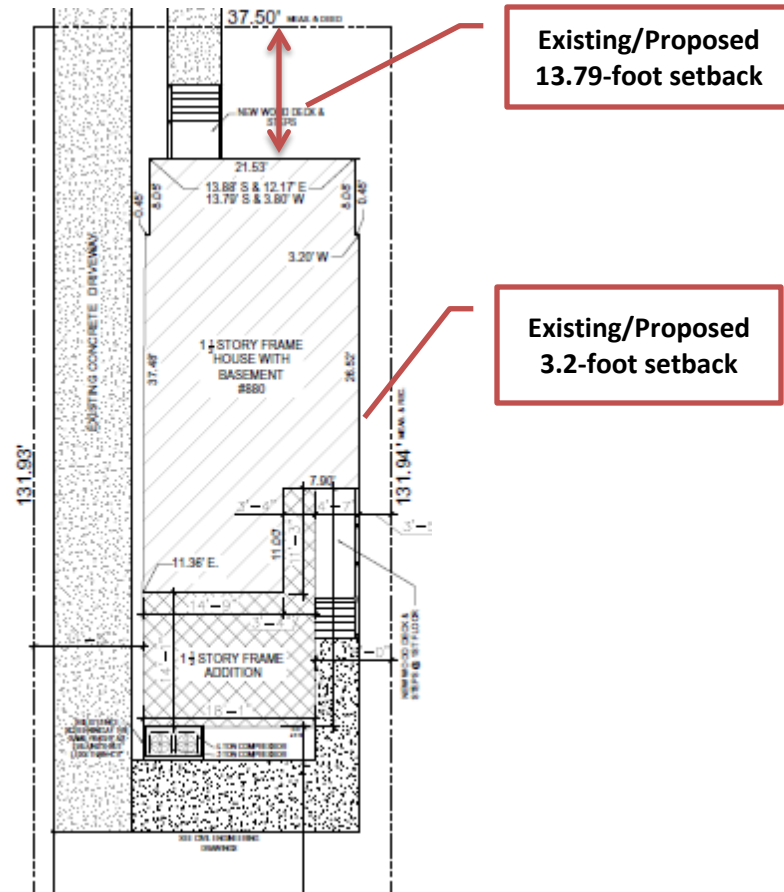
- First floor: 1,225.8 square feet
- Second floor: 644.48 square feet
- Basement: 943.62 square feet

The existing foundation is located within the required front yard and the east side yard. Figure 5 below illustrates the location of the proposed residence within the front yard and east side yard. The proposed residence would be in the same location as the previous residence, with the exception that the residence would extend further south towards the rear of the property, in compliance with the required setbacks.

The roofed lot coverage would increase by approximately 39 square feet and the impermeable lot coverage would increase by approximately 179 square feet, both in compliance with the permitted lot coverage.

In addition to the site plan and architectural plans, the Applicant has provided a letter describing the situation as well as photos of the existing conditions. These documents are all provided in Attachment B.

Given the ZBA often receives questions regarding the stormwater regulations applicable to a specific request being considered by the ZBA, it is worth noting that the grading and drainage plan for the proposed improvements was approved by the Village Engineering staff. Additionally, Figure 6 on the following page represents the Subject Property’s proximity to the floodplain. The grey represents the 100-flood area and the purple represents the 500-year flood area.



REQUESTED ZONING RELIEF

The attached zoning matrix highlights the existing lot and the proposed improvements' compliance with the R-2 zoning district (Attachment A). It should be noted that the existing lot is a legally non-conforming lot. The lot is only 4,947 square feet, while the R-2 District in which the lot is located requires a minimum lot area of 24,000 square feet. The area of the lot is only 20% of the minimum required lot area. In addition, the required minimum average lot width is 100 feet, while the existing lot is only 37.49 feet wide. As you will note in Figure 6 above, this lot and the one to the east and three to the west are all legally non-conforming lots in the R-2 District. This area was originally subdivided in 1879 into nine lots, each of which were 25 feet wide and one that was 30.8 feet wide. Over time these lots have been combined into their current configurations. Also overtime, zoning regulations have been revised and amended which has led to these properties being legally non-conforming lots. It should be noted that all together these five existing lots are approximately 30,500 square feet.

Three variations are being requested: 1) GFA; 2) Front Yard Setback; and 3) Side Yard Setback. The proposed GFA is 2,813.9 square feet, whereas a maximum of 1,879.94 square feet is permitted. It is important to note that the basement (943 square feet) is now included in the GFA due to the elevation of the first floor above grade, whereas prior to demolition, the basement was not included in the GFA. The Zoning Ordinance requires basements in post-FAR buildings (built since 1989) that have a first floor more than 2.5 feet above grade to be included in the GFA. Whereas, basements in pre-FAR buildings (built prior to 1989) are included in the GFA if the basement walls extend more than four feet above grade. In this particular case, the first floor is approximately 3.67 feet above grade. Therefore, prior to the residence being torn down, the GFA complied with the maximum permitted GFA as the basement was not included. However, since the residence was torn down, even though the existing foundation remains, the residence is considered to be a post-FAR building requiring the basement area to now be included in the GFA.

A variation is also being requested to allow the new residence to provide less than the minimum required front yard setback. The existing foundation upon which the new residence would be built currently provides a front yard setback of 13.79 feet, whereas a minimum setback of 50 feet is required.

The third variation being requested is to allow the new residence to provide less than the minimum required side yard setback from the east property line. The same condition that exists in the front yard also exists in the east side yard. The existing foundation currently provides a side yard setback of 3.2 feet, whereas a minimum setback of 6 feet is required. The previous residence was considered legal nonconforming with respect to the required front and side yard setbacks. The Applicant is proposing to maintain the setbacks that the original residence provided by building on the existing foundation.

REQUESTED ZONING CONSIDERATION

The Applicant is requesting approval of the following zoning variations to build a new single family residence on the existing foundation on the Subject Property:

1. Gross Floor Area of 2,813.9 square feet, whereas a maximum of 1,879.94 square feet is permitted, a variation of 933.96 square feet (49.68%) [Section 17.30.040 – Maximum Building Size];
2. Front yard setback of 13.79 feet, whereas a minimum of 50 feet is required, a variation of 36.21 feet (72.42%) [Section 17.30.050 – Front and Corner Yard Setbacks]; and
3. Side yard setback of 3.2 feet, whereas a minimum of 6 feet is required, a variation of 2.8 feet (46.67%) [Section 17.30.060 – Side Yard Setback].

FINDINGS

In the attached application materials submitted by the Applicant, the Applicant has provided a statement of justification regarding how the requested variations meet the standards for granting the requested zoning variations. 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 granting:

1. a Gross Floor Area of 2,813.9 square feet, whereas a maximum of 1,879.94 square feet is permitted, a variation of 933.96 square feet (49.68%) [Section 17.30.040 – Maximum Building Size];
2. a front yard setback of 13.79 feet, whereas a minimum of 50 feet is required, a variation of 36.21 feet (72.42%) [Section 17.30.050 – Front and Corner Yard Setbacks]; and
3. a side yard setback of 3.2 feet, whereas a minimum of 6 feet is required, a variation of 2.8 feet (46.67%) [Section 17.30.060 – Side Yard Setback].

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 **has been met [has 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.

ATTACHMENT C

ZONING MATRIX

ADDRESS: 880 Willow Road

CASE NO: 19-23-V2

ZONING: R-2

ITEM	MIN/MAX REQUIREMENT	PRIOR TO DEMOLITION	PROPOSED	DIFFERENCE BETWEEN PROPOSED & EXISTING	ZONING CODE COMPLIANCE (2)
Min. Lot Size	24,000 SF	4,947.22 SF	N/A	N/A	EXISTING NONCONFORMING
Min. Average Lot Width	100 FT	37.49 FT	N/A	N/A	EXISTING NONCONFORMING
Max. Roofed Lot Coverage	1,236.8 SF (1)	1,186.91 SF	1,225.8 SF	38.89 SF	OK
Max. Gross Floor Area	1,879.94 SF (1)	1,680.89 SF	2,813.9 SF	1,133.01 SF	933.96 SF (49.68%) VARIATION
Max. Impermeable Lot Coverage	2,473.61 SF (1)	2,054.83 SF	2,234.2 SF	179.37 SF	OK
Min. Front Yard (Willow/North)	50 FT	13.79 FT	13.79 FT	0 FT	36.21 FT (72.42%) VARIATION
Min. Side Yard (East)	6 FT	3.2 FT	3.2 FT	0 FT	2.8 FT (46.67%) VARIATION
Min. Side Yard (West)	8 FT	11.36 FT	11.36 FT	0 FT	OK
Min. Rear Yard (South)	19.79 FT	72.55 FT	58.42 FT	(-)14.13 FT	OK

NOTES:

(1) Based on lot area of 4,947.22 s.f.

(2) Variation amount is the difference between proposed and requirement.

Village of Winnetka
ZONING VARIATION APPLICATION

VILLAGE OF WINNETKA, ILLINOIS
DEPARTMENT OF COMMUNITY DEVELOPMENT

ZONING VARIATION APPLICATION

Case No. 19-23-V2

Property Information

Site Address: 880 Willow Rd, Winnetka, IL 60093

Owner Information

Name: Julian G. Catavu

Address: [REDACTED]

City, State, ZIP: Skokie, IL 60077

Email: [REDACTED]

Primary Contract: Julian G. Catavu

Phone No. [REDACTED]

Date property acquired by owner: 1-11-19

Architect Information

Name: EDUARD LIVANU

Primary Contact: _____

Address: PO BOX 59116

City, State, ZIP: CHICAGO, IL 60659

Phone No. 773-858-3438

Email: edishco@gmail.com

Attorney Information

Name: LAW office of Bruce K Shapiro

Primary Contact: Bruce K Shapiro

Address: 2 Northfield Plaza, Suite 201

City, State, Zip: Northfield, IL 60093

Phone No. 847-477-6336

Email: BRUCE@BKSLAW.NET

Nature of any restrictions on property: East side setback encroachment.

Brief explanation of variation(s) requested (attach separate sheet providing additional details): During demolition

cess for the previous permitted rear addition and interior alteration project, unsafe
existing structural conditions were identified for the exterior frame walls: rotten wood
the balloon frame exterior walls, missing headers and ties, missing anchoring
between frame walls and brick walls. → continue back page → see back of this page

Property Owner Signature: [REDACTED]

Date: 8-6-19



VILLAGE OF WINNETKA, ILLINOIS

DEPARTMENT OF COMMUNITY DEVELOPMENT

STANDARDS FOR GRANTING OF ZONING VARIATIONS

Applications must provide evidence and explain in detail the manner wherein the strict application of the provisions of the zoning regulations would result in a clearly demonstrated practical difficulty or particular hardship. In demonstrating the existence of a particular hardship, please direct your comments and evidence to each of the following standards:

1. The property in question cannot yield a reasonable return if permitted to be used only under the conditions allow by regulations in that district;
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 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; and
8. The public health, safety, comfort, morals and welfare of the inhabitants of the Village will not be otherwise impaired.

Attached are examples of general findings for and against the granting of a variation, which have been made by the Zoning Board of Appeals and Village Council in prior cases.

Note: the Zoning Board of Appeals or the Village Council, depending on which body has final jurisdiction, must make a finding that a practical difficulty or a particular hardship exists in order to grant a variation request.

↔ In this case, for owners and neighbors safety exterior walls frame, complete replacement is proposed. The existing brick walls are to remain. All exterior walls are following exact location and setbacks as previously existing and approved for rear addition. More details are provided with the submitted letters and photos.

STANDARDS FOR GRANTING OF ZONING VARIATIONS

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

As the scope of the revision after the permit is to replace existing exterior walls with new exterior frame walls due to unsafe structural conditions, the existing retaining concrete wall and brick walls above the grade level are proposed to remain. The house reconstruction is proposed to be on the same footprint as the existing house. In addition, the house is located 11'-4" from the East property line to allow onsite parking, therefore an 8'-0" West side setback would significantly reduce the house width from 21'-6" to 16'-11".

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 current stage of the project is determined by unsafe structural conditions of the existing house. During the demolition process for the permitted remodeling and rear addition project, was identified that the existing exterior frame walls were damaged and structural members or connections were missing. In these conditions, more demolition was conducted on-site and the building was considered unsafe for the owners and the abutting neighbors.

The exterior walls reconstruction is not going to extend the existing non-conformities, but to rebuild the existing portion of the house as it was, in a responsible manner for the safety and welfare of the community.

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

The previously permitted project was calling for new siding for all the exterior walls. The exterior frame wall reconstruction is no going to alter the original design of the house, with the new exterior siding distinction.

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

The existing house was built in 1905. The submitted current plat of survey shows the existing setbacks. The frame walls reconstruction is going to stand on top for the existing retaining walls brick walls above the grade, matching all the existing setbacks. Letters of approval were received from the abutting neighbors.

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

The reconstruction of the exterior wall is even increasing the fire protection. New 1 HR fire rated exterior walls are proposed.

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

The proposal is increasing the safety of the neighbor properties and a new up-to-code building would replace the existing unsafe conditions, same size, and the same location.

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

The proposal doesn't affect in any matter the existing public street traffic.

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

During demolition process for the previous permitted rear addition and interior alteration project, unsafe existing structural conditions were identified for the exterior frame walls: rotten wood for the balloon frame exterior walls, missing headers, and ties, missing anchoring between frame walls and brick walls.

In this case, for owners' and neighbors' safety, complete replacement of the exterior walls frame is proposed. The existing brick walls and basement retaining concrete walls are to remain. All exterior walls are following the exact location and setbacks as previously existing and approved for the rear addition. More details are provided with the submitted letters and photos.

EXPLANATION LETTER FOR EXTERIOR WALLS DEMOLITION

FOR PERMITTED SINGLE FAMILY HOUSE INTERIOR REMODELING AND REAR ADDITION PROJECT
880 WILLOW RD, WINNETKA, IL 60093

Iulian Cazacu
880 Willow Rd.
Winnetka, IL 60093

July 30, 2019

Village of Winnetka
510 Green Bay Rd.
Winnetka, IL 60093

To: Zoning and Building Department Officials

I, Iulian Cazacu, as the owner for 880 Willow Rd, am writing this letter after a stop working order was given at the construction site for exterior walls demolition.

During required interior demolition, performed in conformity with permitted plans, additional inappropriate or defective structural elements were discovered. In this sense, more demolition investigation was done, including existing exterior walls and existing foundations. The conclusion on the existing house envelope was that it represented a safety risk for my family and the abutting neighbors. In this consideration, I've proceeded with exterior frame walls replacement, despite the additional costs. For details, please see existing building photos annexed to the letter.

I would like to mention that exterior walls replacement is not intended to deviate the overall construction from previously existing form, design or bulk details. The existing foundation is to remain with additional reinforcement throughout the interior house perimeter. Existing exterior brick walls are also maintained. Please note that the existing brick walls were originally isolated built in-between the existing windows openings and no horizontal movement reinforcement was found, neither any headers or lintels above the windows. A new reinforcement on top of the brick walls is proposed for the whole perimeter of the house as shown in the annexed documents. This will strengthen and tie all exterior elements to work together for horizontal and vertical structural loads. No additional setbacks encroachments are to result.

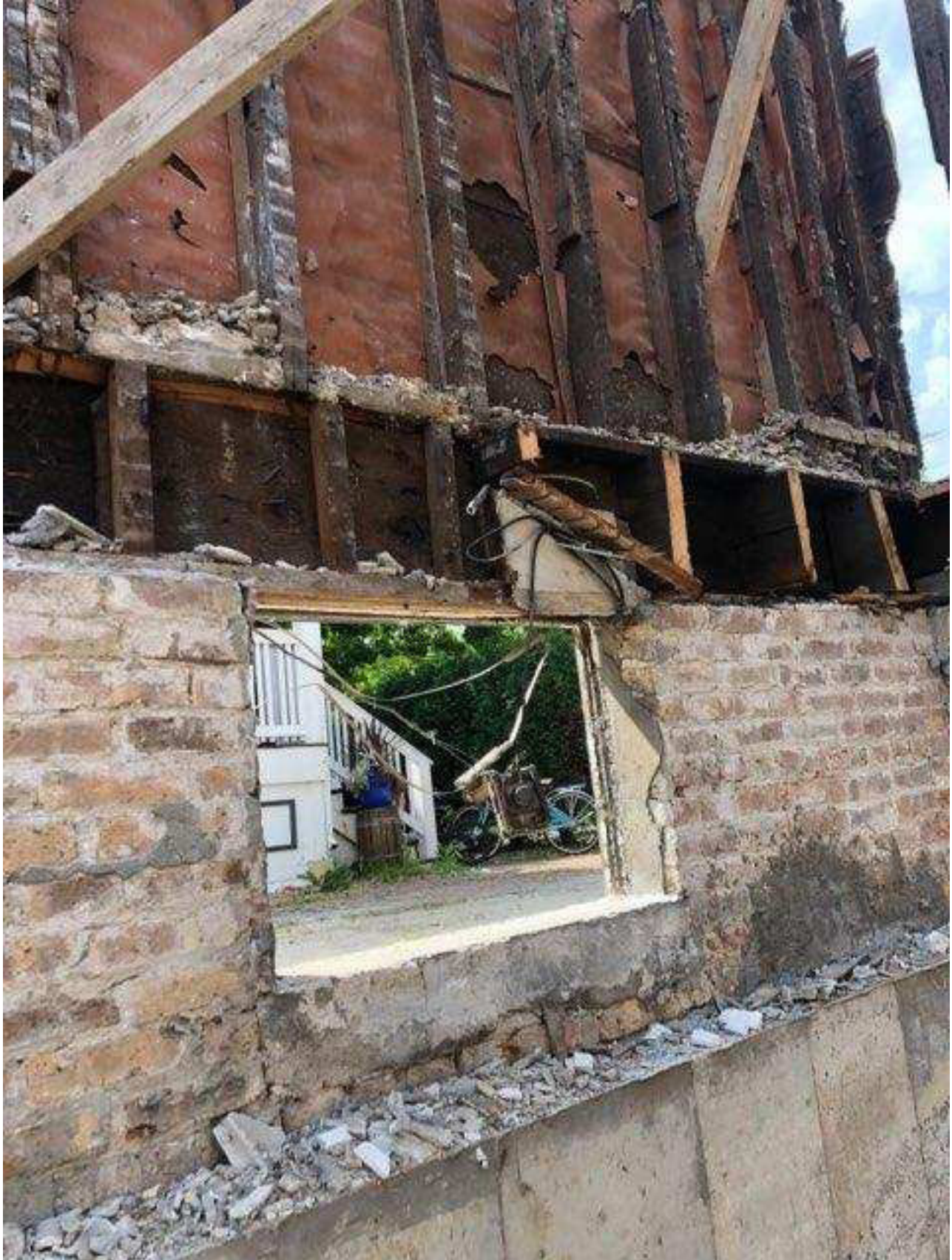
Please consider that all the new exterior walls shall strictly follow the existing house design and new addition as shown in the previously approved set of drawings and no height or layout changes are intended. This change was necessary for occupants and community safety. Approval letters from abutting neighbors for exterior walls reconstruction are also annexed.

In consideration of the present letter and documentation, I would like to receive Village of Winnetka approval to continue with the construction and enclose the building perimeter as previously existing.

Sincerely,

Iulian Cazacu

EXISTING WEST SIDE EXTERIOR WALL



Existing exterior walls:

- 2X4 balloon frame construction, from 1st floor level to attic;
- discontinued, partially sistered and rotted wood studs;
- partially missing bottom plate;

EXISTING WEST SIDE EXTERIOR WALL



Existing exterior brick walls:

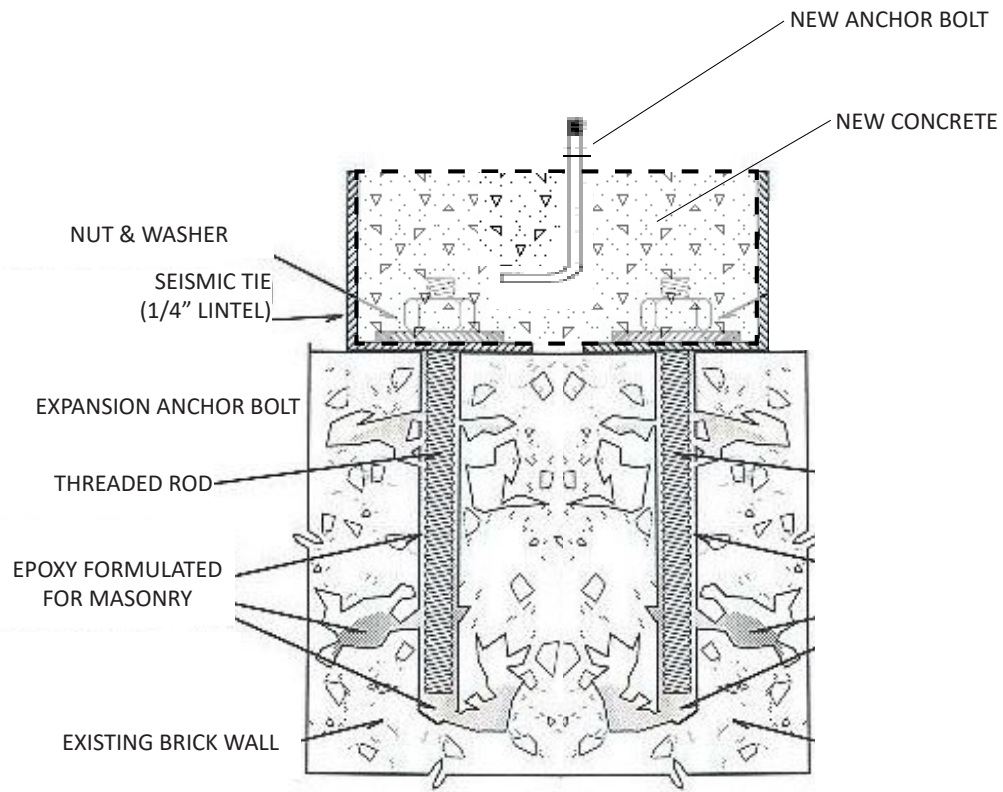
- no structure above window opening;
- new top strengthening detail is proposed;

EXISTING WEST SIDE EXTERIOR WALL



Existing exterior brick walls:

- missing bottom plate;
- no bolts between exterior frame walls and existing brick;
- floor structure hanging at window opening;



PROPOSED MASONRY WALL STRENGTHENING DETAIL



EXISTING SOUTH SIDE BRICK WALL

EXISTING EAST SIDE EXTERIOR WALL



New concrete around interior perimeter for existing foundation reinforcement.

EXISTING NORTH SIDE EXTERIOR WALL AFTER DEMOLITION



Existing exterior brick walls:

- no connection from upper floors to basement block wall;
- existing timber beam stabilized with 2X4s;
- one layer of brick in-between timber wood beam and door opening, no structure beside door frame;

Iulian Cazacu
880 Willow Rd.
Winnetka, IL 60093

July 30, 2019

Matthew Cline
[REDACTED] Birch St.
Winnetka, IL 60093

I am writing you this letter, as the owner for 880 Willow Rd, in regards to the existing house exterior walls demolition.

During the interior demolition process performed per Village of Winnetka previously permitted plans, additional inappropriate or defective structural elements were discovered. In this sense, more demolition investigation was done, including existing exterior walls and existing foundations. The conclusion on the existing house envelope was that it represented a safety risk for my family and your East-side abutting property on 350 Birch St. With this consideration, I've proceeded with exterior frame walls replacement.

Please consider that all the removed exterior wall are to be rebuilt, in the same location as they were existing. Existing footings and brick walls are maintained. The project shall strictly follow the existing house design and the previously permitted rear addition scope. The demolition work was necessary for occupants and community safety.

In consideration of the present letter, I would like to receive your approval to continue with the construction and enclose the building perimeter as previously existing.

Sincerely,

Iulian Cazacu

Neighbor's approval and signature

Matthew Cline
[REDACTED] Birch St.
Winnetka, IL 60093

Iulian Cazacu
880 Willow Rd.
Winnetka, IL 60093

July 30, 2019

Tiffany Vitiello & Steven
~~Matthew Siegel~~ Fowler
Willow Rd.
Winnetka, IL 60093

I am writing you this letter, as the owner for 880 Willow Rd, in regards to the existing house exterior walls demolition.

During the interior demolition process performed per Village of Winnetka previously permitted plans, additional inappropriate or defective structural elements were discovered. In this sense, more demolition investigation was done, including existing exterior walls and existing foundations. The conclusion on the existing house envelope was that it represented a safety risk for my family and your West-side abutting property on 882 Willow St. With this consideration, I've proceeded with exterior frame walls replacement.

Please consider that all the removed exterior wall are to be rebuilt, in the same location as they were existing. Existing footings and brick walls are maintained. The project shall strictly follow the existing house design and the previously permitted rear addition scope. The demolition work was necessary for occupants and community safety.

In consideration of the present letter, I would like to receive your approval to continue with the construction and enclose the building perimeter as previously existing.

Sincerely,

Iulian Cazacu

Neighbor's approval and signature


~~Matthew Siegel~~
Willow Rd.
Winnetka, IL 60093

ATTACHMENT E

WINNETKA ZONING BOARD OF APPEALS
SEPTEMBER 9, 2019
EXCERPT OF MEETING MINUTES

Zoning Board Members Present:

Matt Bradley, Chairman
Sarah Balassa
E. Gene Greable
Wally Greenough
Kimberly Handler
Lynn Hanley

Zoning Board Members Absent:

None

Village Staff:

David Schoon, Director of Community Development
Ann Klaassen, Senior Planner

Case No. 19-23-V2: 880 Willow Road: An application submitted by Julian Cazacu seeking approval for zoning variations to allow construction of a new single family residence on the existing foundation at 880 Willow Road. The requested zoning variations would permit the residence (a) to exceed the maximum permitted building size, (b) to provide less than the minimum required front yard setback from Willow Road and (c) to provide less than the minimum required east side yard setback. The Village Council has final jurisdiction on this request.

Ms. Klaassen stated the applicant filed an application seeking approval of three variations, one for GFA in the amount of 2,814 square feet whereas a maximum of 1,880 square feet is permitted, a variation of 934 square feet or 49.68%, a front yard setback of 13.79 feet whereas a minimum of 50 feet is required, a variation of 36.21 feet or 72.4% and a side yard setback variation to allow a side yard setback of 3.2 feet whereas a minimum of 6 feet is required, a variation of 2.8 feet or 46%.

Ms. Klaassen stated the subject property is located on the south side of Willow Road between Birch Street and White Oak Lane. She then stated in April 2019, the applicant was issued a building permit to build a two story addition and remodel the existing residence. Ms. Klaassen stated on July 29, 2019, Village staff noticed the entire structure above grade had been demolished and a stop work order was issued due to the work going beyond the scope of the approved building permit. She then stated given the entire structure was torn down, the Village's codes define the construction now as a new home which is required to meet the current zoning regulations. Ms. Klaassen stated due to the existing nonconforming home being torn down, zoning relief is necessary for the applicant to proceed with construction to rebuild on the existing foundation.

Ms. Klaassen stated the plan submitted for consideration by the Board reflects the same improvements originally approved by the Village in April to remodel the residence and build a two addition at the rear of the home. She stated the proposed two story residence would be constructed on the existing foundation which has been reinforced with concrete. Ms. Klaassen stated the existing foundation is located within the required front and east side yard and the proposed residence would be in the same location as the previous residence with the exception that the residence would extend further south toward the rear of the property in compliance with the required setbacks.

1 Ms. Klaassen noted the existing lot is legal nonconforming as the lot measured only 4,974 square feet
2 while the R-2 district requires a minimum lot area of 24,000 square feet. She stated the area of the lot is
3 only 20% of the minimum lot requirement. Ms. Klaassen stated in addition, the minimum required
4 average lot width is 100 feet with the current lot measuring less than 38 feet wide. She noted the lot to
5 the east and three lots to the west are all legal nonconforming lots in the R-2 zoning district. Ms.
6 Klaassen reiterated the three variations being requested include a GFA variation, front yard setback and
7 side yard setback. She informed the Board the basement which measured approximately 943 square
8 feet is now included in GFA due to the elevation of the first floor above grade whereas prior to
9 demolition, the basement was not included in the GFA. Ms. Klaassen noted the zoning ordinance
10 requires that basements in buildings constructed since 1989 that have a first floor more than 2.5 feet
11 above grade are to be included in GFA, whereas basements built prior to 1989 are included in the GFA if
12 the basement walls are exposed more than 4 feet above grade. She stated in this particular case, the
13 first floor is located 3 feet 8 inches or 3.67 feet above grade. Ms. Klaassen stated prior to being torn
14 down, the GFA complied with the maximum permitted GFA. Ms. Klaassen stated since the residence was
15 torn down and although the foundation remains, it is considered new construction requiring the
16 entire basement be included in GFA due to the elevation of the first floor above grade.

17
18 Ms. Klaassen stated the Board is to consider whether the requested variations meet the standards for
19 granting such variations. She stated following public comment and Board discussion, the Board may
20 make a recommendation to the Village Council regarding the requested relief. Ms. Klaassen noted a
21 draft motion is included on page 7 of the agenda report.

22
23 Chairman Bradley informed Ms. Brya she did not have to stay and asked the applicant to speak to the
24 request.

25
26 Julian Cazacu, 880 Willow Road, stated he would present the situation to the Board. He stated the home
27 was torn down and the foundation remained to rebuild a new home. Mr. Cazacu stated there are photos
28 of the old home and he decided for the safety of his family and the neighbors, there was no way to build
29 using the existing walls. Chairman Bradley asked if there were any questions from the Board.

30
31 Ms. Handler stated the applicant is saying he bought the home for his family and asked if the co-owner
32 is his wife. Mr. Cazacu confirmed that is correct and his wife is a real estate agent. Ms. Handler asked
33 Mr. Cazacu if they were well aware of the due diligence when they purchased a North Shore property.
34 Mr. Cazacu confirmed that is correct. Ms. Handler noted she did research on the property and saw it is
35 one of the older homes in the Village and was built in 1905 with the last time a permit being issued was
36 in 1929. She then asked if they realized it would be a tough haul when they bought the home and if a
37 general contractor looked at the home. Mr. Cazacu confirmed that is correct. Ms. Handler also asked if
38 he had done renovations before and Mr. Cazacu responded not like this. Ms. Handler described the
39 situation as hitting the lottery and whether they did not think the home was well under market value
40 with a low tax bill and they are allowed to build a 1,800 square foot home with a 900 square
41 foot basement. Ms. Handler stated they should be able to build that. Mr. Cazacu stated they wanted to
42 build what would work for them and the old home was small and they could not make four rooms which
43 is why they decided to do an addition and bathroom. Mr. Cazacu also stated the home is almost 2,000
44 square feet now. Ms. Handler then stated they get to start from scratch and should be able to build a
45 home which would meet their family's needs and the zoning requirements for the Village. She also
46 stated the laws are set for a reason to make sure the housing stock remained as lovely as it is. Ms.
47 Handler then asked why he would not want to do that and build a home in accordance with the
48 ordinance. Mr. Cazacu stated if they were to build a new home according to the requirements, the width

1 of the home would be 16 feet which is very small. He also stated it would be 50 feet long and they want
2 to keep the existing foundation.

3
4 Chairman Bradley referred to the creation of a terrible ordeal in terms of what they contemplated
5 doing. He stated the applicant got a permit to do a build out and upon finding out the walls were not
6 safe, he referred to photos and with regard to the general contractor being able to proceed under the
7 current plans, he asked why the contractor didn't notify the Village he intended to demolish the home.
8 He stated the contractor should have known that would not be authorized. Mr. Cazacu responded when
9 they started demolition, they did it one by one and were planning to keep the east and west walls
10 and found out the home was not safe. He informed the Board the foundation was not connected to the
11 home and they decided to take the whole thing down and that it was a surprise.

12
13 Chairman Bradley asked on what date was the demolition done. Ms. Klaassen responded it was noticed
14 on July 29, 2019 and they are not sure if it happened that day. Mr. Cazacu responded it was within a
15 couple of hours. Chairman Bradley then stated the original plans from the April approval did not
16 contemplate a 933 square foot basement and asked if it was intended to be a crawl space. Ms. Klaassen
17 responded it was not. Chairman Bradley stated everything was approved under the condition it would
18 be a renovation and is existing nonconforming and now since the walls were demolished, it needs to be
19 considered as new construction which brought into play the GFA overage. He asked if there were any
20 other questions.

21
22 Ms. Hanley asked Mr. Cazacu did they know the home was nonconforming when they bought it. Mr.
23 Cazacu responded they did not. Ms. Hanley asked did the general contractor know. Mr. Cazacu
24 responded with regard to the general contractor, it was his idea to demolish it in case something
25 happened and he did not want to be responsible. Ms. Hanley stated the plans show they need variations
26 and the permitted plans should show what is required and what they would have in terms of minimum
27 side yard etc. Mr. Cazacu responded because of the safety situation, they could not leave it the way it
28 was. Ms. Hanley asked Mr. Cazacu if he was aware if you have a nonconforming building which burned
29 down, you cannot rebuild it nonconforming as it was. Mr. Cazacu reiterated it was for safety reasons.
30 Ms. Hanley stated the issue for discussion is securing and rebuilding walls. Mr. Cazacu informed the
31 Board in a meeting, they discussed trying to connect the walls with the foundation and found there was
32 no way to do it. He also stated the whole home was hanging in the wood and there was no connection
33 or support. Ms. Hanley asked Mr. Cazacu if he is aware he can build if they do a new foundation and
34 they are trying to not build a new foundation. Mr. Cazacu stated they want to keep the
35 existing foundation and build a new home. Ms. Hanley asked if with a new foundation, they can still
36 build a new home with just a front yard variation. Mr. Cazacu confirmed that is correct. Ms. Hanley
37 asked why they could not build on the existing basement. Mr. Cazacu referred to the space needed for
38 the family with five rooms and three bedrooms. Ms. Hanley referred to whether they can build this
39 home on a new foundation conforming to the side yard requirements. Mr. Cazacu noted the foundation
40 is in good shape.

41
42 Ms. Klaassen noted the side yard setback for the existing home is set back 3 feet and if they were
43 to remove the foundation and start from scratch, there would have to be a 6 foot setback to the east
44 and 8 feet to the west which leaves a width of 23 feet. Ms. Hanley stated they could still build a 21 foot
45 wide home conforming to the side yard requirements and asked if that would include a driveway. Ms.
46 Klaassen confirmed that is correct on the west side since they would need at least 8 feet for the
47 driveway. Chairman Bradley asked if there were any other questions.

1 Mr. Greenough asked Mr. Cazacu when they bought the home and Mr. Cazacu responded January 2019
2 and they never lived in it. Mr. Greenough asked if they considered the possibility of demolishing
3 and building a new home on the site and Mr. Cazacu confirmed that is correct. Mr. Greenough then
4 asked how the Village staff distinguished between it being an inadvertent teardown caused by
5 circumstances and deliberate teardowns. Mr. Schoon responded the submitted plan required them to
6 leave more than 50% of the structure in place to be considered a remodeling and not new home
7 construction. He stated when the developer proceeded with a gut rehab; they discovered the structural
8 support was not safe, which does happen on occasion.
9

10 Mr. Greenough asked what led them to believe they could partially demolish the home and rebuild
11 around it. Mr. Cazacu responded the foundation is in good shape and the walls were not open in order
12 to check them deeper and determine the shape of the home. He stated they checked parts of
13 the basement and decided to demolish it that far with 50% of the home being the same but the home
14 had old wood which was not in good shape. Mr. Cazacu stated they want to do the best rebuild so that it
15 would be strong and not a problem in the future. He then stated after the permit was issued,
16 they started demolition slowly and then saw the walls were in bad shape. Chairman Bradley asked if
17 there were any other questions.
18

19 Mr. Greable stated when the applicant bought the home, prior to 1989, the basement could have gone
20 4 feet above the foundation which would have been ok and the home was at 3.67 feet and was legal.
21 Chairman Bradley stated the applicant is not in the position for a height variation that would count
22 toward GFA in the remodel. Mr. Greable stated when the applicant bought the home; the basement was
23 4.67 feet above the foundation which made it legal. Mr. Cazacu stated he did not have that information
24 and with regard to the existing basement, they broke everything down and referred to new
25 plumbing. Mr. Greable then stated what they are doing now brings in additional first floor height which
26 was not in it before because it was conforming. He asked what is the height they are using that would
27 bring this in to GFA. Mr. Cazacu confirmed the basement would be 7 feet deep and the first floor would
28 be 8 feet. Chairman Bradley stated if the basement is above 2.5 feet, it would be brought in to GFA
29 under the new rules and if they had it at 2.5 feet and below, it would not come in to GFA.
30

31 Ms. Klaassen referred the Board to Sheet A-4 which is the building section which showed the grade
32 elevation of 0 with the first floor at 3 feet 8 inches above grade. Mr. Greable asked if it was the same as
33 before the teardown and complies with the old grade. Ms. Klaassen stated it was not included
34 previously since the basement walls were not exposed more than 4 feet and now since it would be
35 new construction, the limit is 2.5 feet to the first floor. Mr. Greable then stated they are only talking
36 about 1 foot which he described as a minor amount. Chairman Bradley asked if there were any other
37 questions from the Board or audience.
38

39 Maureen Cline, 350 Birch Street, informed the Board she lives next to the subject property. She stated
40 she is not anti-development and understood there were issues with the previous structure which
41 definitely needed renovations. Ms. Cline then stated she had strong objections to the variations being
42 requested by the developer which will negatively impact their property. She noted the west side of the
43 home which shared the property line with this property only has three windows. Ms. Cline informed the
44 Board the previous structure came as far back as halfway to the kitchen window leaving the remaining
45 windows with unobstructed views and light. She stated the new structure would extend across the
46 kitchen window and one of the two dining room windows leaving only one window with natural light.
47 She stated although the back of the original structure extended into a portion of the kitchen window,
48 there is currently a sufficient distance between both properties to allow natural light into their kitchen.

1 Ms. Cline stated if the variations are granted, it would allow the new structure to sit closer to their
2 property line and this would no longer be the case. She indicated the developer knew what the
3 permissible footprint was and the purchase price reflected those restrictions. She then urged the Board
4 to reject the petition for these variations so as not to diminish their family's enjoyment of their home
5 and the value of their investment.

6
7 Chairman Bradley stated in terms of the setbacks, this is all existing as originally existed for the building
8 in April. He also stated for the permit granted in April, it was compliant with the ability for them
9 to extend the home as originally planned. Ms. Klaassen confirmed that is correct. Chairman Bradley
10 asked if there were any other comments.

11
12 Chairman Bradley swore in Doug Deets, 879 Willow Road. Mr. Deets stated he lives across the street and
13 has watched the progression of events on the property which he described as upsetting and the
14 applicant gutted the entire place. He questioned why they did not see the condition of the walls and
15 foundation then. He then referred to a footer being put in for the addition before knocking the home
16 down. Mr. James also stated there was no fencing except a bit around the front of the property. He then
17 stated the electrical was standing on a single piece of wood until the Village saw what occurred and the
18 power company shut it down. Mr. Deets stated while he understood the applicant wanted to go with
19 the existing footprint, the property is very small and questioned the effect on drainage and water for the
20 surrounding neighbors. He referred to a garage which may be in the plans. Ms. Klaassen stated there is
21 not. Mr. Deets then stated the basement is in bad shape with rotting 100 year old bricks. He stated his
22 concern is supervision and given the record of what they have found so far, there is a need for better
23 supervision of the applicant and the home should be built within the conformity of the guidelines.
24 Chairman Bradley asked if there were any other comments.

25
26 Chairman Bradley swore in Laurie DeJaines (sp?), 879 Willow Road. Ms. DeJaines stated she did
27 not believe based on the plans they reviewed that what they bought and what they intend to do should
28 be approved for the reasons stated by the neighbor at the corner of Birch. She informed the Board their
29 home was also built in 1905 and for the work done at that property, for a home this old and with a
30 realtor as a family member, they should have known what the restrictions are. Ms. DeJaines stated in
31 order to maintain the home integrity in the Village, building a larger home would be detrimental to the
32 neighbors. She also stated it is already difficult to get in and out of the shared driveway and it
33 is dangerous for the children next door since there was no fencing until the work stoppage on July 29th.
34 Ms. DeJaines referred to three children across the street whose home shares the driveway. She then
35 stated with regard to the work to be done, the Village told them it's just a remodel and addition when
36 clearly, it was not. Ms. DeJaines then stated when the electric pole was left standing; they connected it
37 to a pole in her front yard which was a huge danger. She also stated they have watched the entire
38 progression of the work being done from their home and while she understood the applicant wanted
39 a larger home and have the variations accepted for his family, the Village should stand by the zoning
40 laws and restrictions as well as for the protection of the community. Ms. DeJaines added while she is not
41 against a new home being built, a 1,800 square foot home in Winnetka is in great demand and
42 concluded it would be a detriment to not adhere to the regulations. Chairman Bradley asked if there
43 were any other comments.

44
45 Chairman Bradley swore in Kelly Horn, 340 Birch. Ms. Horn stated she saw everything happen and
46 had extreme concerns about the negligence and possible bait and switch which looked deliberate
47 and happened quickly. She informed the Board they had a tree removed from their front yard and went
48 through the proper approval process, talked to the Village Forester, etc. Ms. Horn then stated for

1 the safety and the community, she is very concerned about what happened. She also stated there was a
2 lack of integrity and a huge concern going forward that if they wanted to build an addition that should
3 have been done. Ms. Horn reiterated for the work they did to their home, they went through the
4 appropriate process. She again referred to it being a bait and switch and the applicant's first call should
5 have been to the Village if they felt the walls were unsafe. Ms. Horn commented it is upsetting to them
6 as neighbors and encouraged them to look at the precedence set by the homeowner and the integrity of
7 the process should be upheld.

8
9 Chairman Bradley asked if there were any other comments. No additional comments were made at this
10 time. He stated the Board would now bring the matter in for discussion and asked the Village staff if
11 they had paperwork in terms of the contractor working on the site as to whether they were licensed,
12 bonded and insured. Ms. Klaassen responded they are required to do that. Chairman Bradley stated it
13 was a typical process by which oversight in terms of interior renovation and fencing being required, he
14 asked to what extent the Village monitors what is happening from the period in April and notice of
15 demolition if there was any. Ms. Klaassen stated Village staff does code enforcement which did
16 not mean there was not any communication. She noted inspections are done through all phases of
17 construction. Chairman Bradley stated if the applicant is granted permission to move forward, he
18 referred to there being restriction around the surrounding area since it is new construction and security
19 fencing being taken care of. Ms. Klaassen confirmed that is correct.

20
21 Chairman Bradley asked if there was any additional comment and stated he did not have the sense the
22 Board is leaning one way or the other. He noted the Board is a recommending body to the Village
23 Council to approve or deny the request. Ms. Balassa stated she did not want there to be confusion with
24 regard to the neighbors' concerns or lose sight of the Board's requirements. She stated to review, the
25 home the applicant wanted to build was approved initially as an addition and remodel in the exact same
26 footprint and for them to keep the foundation and to do anything, it would not be conforming
27 and variations are required. Ms. Balassa stated in connection with the concerns of the neighbors' natural
28 light and air and effect on their property, they would not have had the ability to bring those concerns
29 with the remodel and addition and asked if there is no forum for that. Ms. Klaassen confirmed that is
30 correct because the addition and remodel complied with the regulations. Ms. Balassa then asked if the
31 only way it would come into conformance is to start fresh with a new foundation and stated those
32 four homes would no longer be in alignment which would change the streetscape and look of the street
33 on Willow Road. Ms. Klaassen confirmed that is correct. Ms. Balassa referred to the concerns with
34 regard to the children's safety issues which are very important to address no matter what. She also
35 stated she did not attribute the situation to be a bait and switch and the Board cannot assess that here
36 and for the testimony of the petitioner, photos and information, it is not relevant. Ms. Balassa reiterated
37 the Board should not discuss that and should say what is the best solution going forward. She noted
38 there would be a change to the neighborhood either way and the request was already approved for an
39 identical home by the Village, it is a difficult question. Ms. Balassa stated she is leaning toward allowing
40 the request and noted it is a very tight space and they have to make the best of the situation.

41
42 Ms. Handler referred to the satellite view and the home being the most forward home on the block. Ms.
43 Balassa stated it is by minor amounts and the distance between the homes is very tight which had an
44 effect on the neighbors. She added she did not know how much they should take the natural light effect
45 into account. Ms. Handler referred to the natural light effect since they would turn the back room into a
46 two story addition. Ms. Balassa confirmed they are allowed to do that and the neighbors' concern is not
47 resolved.

1 Chairman Bradley stated it becomes an issue of semantics when you consider the qualifications of
2 the property. He stated before the decision of the contractor was made to tear down the home, it was
3 in compliance with the ordinance for renovation and an addition. Chairman Bradley noted the R-2
4 district calls for 24,000 square feet and the applicant tried to put on an improvement and were staying
5 within the space provided. He then stated but for the careless decision which was done out of safety of
6 the teardown, they are now to look at it as new construction. Chairman Bradley then stated the issues
7 of the front yard setback and side yard setback are semantics to him and the structure was in place
8 when the home was bought and referred to the age of the home and neighbors who bought their
9 homes. He also referred to a home that size and housing stock staying available on the small parcel.
10 Chairman Bradley then stated the issue of GFA and overage only come in play because they are now to
11 look at it as new construction and the 933 square feet proffered overage is due to how the current
12 foundation would be set up. He also stated a 7 foot high ceiling is not elaborate for the structure or
13 space. He referred to stopping the applicant from going further down to stay within the side yard
14 setback and front yard setback to build an allowable home and the reason they are having the
15 conversation and the contractor is on watch now who decided to tear the home down.

16
17 Chairman Bradley noted the neighbors' concerns are valid and justified in terms of safety and referred to
18 citizens flagging issues to make sure things are policed. He then stated he would reluctantly be in favor
19 of the applicant going forward because semantics are driving it. Chairman Bradley also stated he
20 understood the residents' concerns and with regard to the reduction of light in the backyard, the Board
21 cannot make a decision on their rights to build on the property as long as it is in compliance with
22 the zoning ordinance. He agreed it is clear the variations given would not make a bigger home than
23 before on the property except what is allowed to take them beyond what was there before and they
24 would not have been given a variation to build anything if they were not within their legal right to build
25 from April.

26
27 Mr. Greenough referred to concern with regard to bait and switch, and he stated the proposed building
28 is what was already going to be built. He cautioned them to talk to the contractor and added he would
29 be in favor of the request.

30
31 Ms. Hanley stated while she did not feel there was a bait and switch, she referred to buying a
32 nonconforming 115 year old home and this happened whether it was intentional or not, the home was
33 demolished and the applicant should start within the confines of the zoning ordinance if they build a
34 new structure. She also stated they should not judge as to whether it was intentional or not and when
35 there is demolition of any kind, you should not be permitted to go ahead and not rebuild within
36 conformity. Ms. Hanley also stated they are subjecting to the situation being used as a loophole to skip
37 the demolition process and described the situation as extremely unfortunate. She also stated in shoring
38 the walls, foundation, etc. and jumping to demolition, they have to conform. Ms. Hanley then stated she
39 is sympathetic to the neighbor's light issues, which is why they have ordinances, although a 50
40 foot setback in the front would be ridiculous. She suggested they reapply for the front yard setback or
41 allow for a driveway and as a result of the demolition, to try to conform to the ordinance. Ms. Hanley
42 added she would hate to create a loophole and referred to other homes which were intentionally or
43 unintentionally demolished and they do not want to set up a precedent.

44
45 Mr. Greenough asked in those instances, if the concern is to take advantage of the demolition and
46 building something new. Ms. Hanley responded if the home falls down to the foundation, the new home
47 should conform to zoning. Chairman Bradley noted that is not possible in the R-2 district and given how
48 that lot is zoned; it would always need a variation. Ms. Hanley then stated an attempt should be

1 made to conform although a variation of the 50-foot setback should be allowed. Chairman Bradley
2 noted it is only because of the height of the basement that a GFA variation is necessary. Ms. Hanley
3 stated with a lower foundation, they can still build a 1,800 square foot home and she would not
4 recommend approval of the request as is and suggested the applicant come back with another design.

5
6 Chairman Bradley stated the Board seemed to be moving toward the applicant withdrawing the request
7 and reappear with modifications. Ms. Klaassen stated they would not withdraw the application but
8 would be given the opportunity to continue the case in order to revise the plans.
9

10 Mr. Greable stated he saw the property and described it as an unusual situation. He then stated the
11 existing foundation for the front and side setbacks is ok and would remain the same as it was. Mr.
12 Greable stated the first floor is giving him problems which is the basement which resulted in it being
13 2,813 square feet and the basement being 933 square feet. He stated that takes it over 2.5 feet and that
14 is the new rule and under the old rules prior to 1989, it was 4 feet. Mr. Greable then stated if they stay
15 below 4 feet, it would be in compliance and the basement would only be 3.67 feet above grade. He
16 reiterated the front and side yard setback are in compliance under the old rules and this is in compliance
17 with the old rules and he would therefore vote in favor recognizing the final decision maker is the Village
18 Council.
19

20 Ms. Handler stated there has been a lot of commentary and there are eight standards required to vote
21 in favor of the variance. She referred to three standards which she did not see as being met, the first of
22 which is reasonable return. Ms. Handler stated it would be new construction and would yield reasonable
23 return if built in accordance with the current laws. She stated with regard to the plight of the applicant
24 being due to unique circumstances, they are looking at a lot which is effectively a vacant lot and
25 required to be treated as new construction and they can construct a new home within zoning. Ms.
26 Handler also stated it is not a unique or narrow lot and has one street frontage. She then stated with
27 regard to light and air, when there would have been renovation on the existing home, it would not have
28 impaired light and air. Ms. Handler stated now it is new construction and they have to look at it under
29 those standards. She concluded by stating based on the plans and testimony of the neighbors, the new
30 home would impair the light and air of the adjoining home and she would not vote in favor of the
31 request since it did not meet three of the eight standards.
32

33 Chairman Bradley stated it is clear there is a set of standards to consider in order to grant variations. He
34 then referred to reasonable return and because it is new construction and in the R-2 district,
35 the minimum lot area is 24,000 square feet and this property cannot be built on without variances. He
36 then stated to the extent standard one is in question, he would be on the side of the applicant and no
37 home is possible on the lot. Ms. Klaassen stated to clarify; it is still considered a buildable lot. Chairman
38 Bradley then stated if they build a new home, the front yard setback would have to be 50 feet with
39 there being nothing left to build a home.
40

41 Mr. Greenough then stated he was moved by Ms. Handler's comments and referred to the concern of
42 the idea they ended up with total demolition and not treat what comes as new construction which is
43 what it is. He confirmed he is now against the request.
44

45 Chairman Bradley stated there are three Board Members in favor and three against the request and
46 referred to how the Board would proceed. Mr. Schoon stated the Board can try to identify whether
47 there would be a favorable amount of votes to approve an amended application so as to convince one
48 Board Members opposed to the project to recommend granting a variation. He also stated it would

1 require the applicant agreeing to that. Mr. Schoon then stated he is hearing there may be a need for
2 variations but this set of variations would not be appropriate. He questioned what set of variations did
3 the Board feel would be appropriate. Ms. Handler stated she could not support the GFA variation and
4 that a new foundation can be built in compliance with GFA and side yard requirements.

5
6 Chairman Bradley questioned how to suggest variations which are not before the Board. He noted GFA
7 is over the requirement because of treating the request as new construction. Chairman Bradley then
8 stated even if they say the applicant can lower the grade by some amount of the foundation to allow no
9 more than 2.5 feet above grade so that the 933 square foot variation goes away or build a new
10 foundation. He indicated it would not be appropriate for the Board say to the applicant what to do with
11 their property and to give the applicant a delay on the decision given the comments made by those not
12 in favor. Mr. Schoon informed the Board they can take more than one meeting if they cannot reach an
13 agreement, and after that try to forward a recommendation to the Village Council. He stated the others
14 can be asked how they could support it or not and then have the applicant come back to the next
15 meeting.

16
17 Chairman Bradley indicated it sounded like setbacks are not a deal breaker for Ms. Hanley. Ms. Hanley
18 referred to the east setback problem and FAR. She added a decent size home can be built with a 10 foot
19 driveway while leaving 8 feet on the other side with a 20 foot wide home. Ms. Hanley noted it is 21.5
20 feet now and the applicant can still build a decent home and meet the east setback and FAR
21 requirements. Mr. Greenough stated they should not tie up the applicant, and the request should go on
22 to the Village Council. He then stated he would be in favor to recommend approval and heard the
23 reluctance.

24
25 Chairman Bradley asked Ms. Handler with regard to her comments being rigid in that new construction
26 should be built in the strict interpretation of the regulations in the R-2 district and whether all
27 three variations were not acceptable to her. Ms. Handler responded some sort of front yard setback
28 variation of the 50-foot requirement would be reasonable. She reiterated FAR is the problem.

29
30 Chairman Bradley noted for the record potentially letting the rules allow intention and they would be
31 asking the applicant to spend money to demolish the foundation of the home at 21.53 feet in width,
32 which in April was compliant, to reduce it to 20 feet. He stated it amounted to 18 inches and the cost
33 the applicant would have to pay to get 18 inches for the side yard setback strikes him as not being
34 reasonable. Chairman Bradley then stated he appreciated the rigid holding to the standards, and they
35 should offer the applicant the ability to delay a vote and to recommend the applicant connect with their
36 contractor or architect with regard to plans to eliminate GFA and assuage the setback variations to
37 salvage the existing foundation.

38
39 Chairman Bradley then asked for a motion to recommend approval of the applicant's request as set
40 forth on page 7 of the staff report. Such a motion was made by Mr. Greable and seconded by Mr.
41 Greenough. A vote was taken and the motion passed, 4 to 2.

42
43 AYES: Balassa, Bradley, Greable, Greenough

44 NAYS: Handler, Hanley

45
46 ***



Agenda Item Executive Summary

Title:

Resolution No. R-75-2019: Rejecting Bids, Waiving Bidding, and Awarding a Contract for the Purchase of a Transformer From RESCO (Adoption)

Presenter:

Giovanni McLean, Assistant Director of Water & Electric

Agenda Date:

10/01/19

Consent:☐

YES

☒

NO

☐

Ordinance

☒

Resolution

☐

Bid Authorization/Award

☐

Policy Direction

☐

Informational Only

Item History:

The transformer is required to replenish the Village's emergency stock inventory. The unit previously in inventory was required for an emergent replacement of an existing transformer installed on the system.

Executive Summary:

The Water & Electric Department issued Bid Number 019-015 for the purchase of a 2000 kVA pad mount transformer. The bid notice was posted to the on-line bidding service Demand Star.

Staff received bids from four (4) 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 1.

Based on the bid evaluation, the transformer design with the lowest life cycle design was a transformer manufactured by Ermco on the bid submitted by electrical equipment distributor, Resco. The purchase cost for this unit is \$28,870.

The bid submitted by Resco (Ermco) met the technical criteria of the bid specification and contained the lowest evaluated life cycle cost. Resco did take exception to the indemnification language used in the Village's standard contract document. With assistance of the Village attorney, staff has negotiated indemnification language that is acceptable to both parties. Staff is recommending the rejection of bids, the waiver of bidding, and an award of the contract to Resco.

In the past, the Village approved Resolution No. R-64-2018 when Resco's had the identical exception for a prior transformer purchase.

Executive Summary (continued):

Staff is requesting approval to purchase one (1) 2000 kVA pad mount transformer in an amount not to exceed \$28,870.

Resolution No. R-75-2019, prepared by the Village Attorney, authorizes the Village President to execute and the Village Clerk to attest a contract with Resco for the purchase of a pad mount transformer.

The 2019 Electric Fund contains \$172,395 (account #500.42.34-660) for the procurement of transformers. To date, the Electric Fund has expended \$60,680.

Recommendation:

Consider adoption of Resolution No. R-75-2019, Rejecting Bids, Waiving Bidding, and Awarding a Contract for the Purchase of a Transformer From Resco

Attachments:

Resolution No. R-75-2019, Rejecting Bids, Waiving Bidding, and Awarding a Contract for the Purchase of a Transformer Resco (Adoption)

Exhibit A: Contract - RESCO 2000KVA transformer

Exhibit 1: Bid Tabulation

RESOLUTION NO. R-75-2019

**A RESOLUTION REJECTING BIDS, WAIVING BIDDING, AND
AWARDING A CONTRACT FOR THE PURCHASE OF A
TRANSFORMER FROM RURAL ELECTRIC SUPPLY COOPERATIVE (RESCO)**

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 #019-015 ("**Request for Bids**") for the purchase of a 2000 kVA pad mount transformer ("**Transformer**") by the Village's Water & Electric Department; and

WHEREAS, the Village received four bids ("**Bids**") for the provision of the Transformer to the Village and opened the Bids on September 5, 2019; and

WHEREAS, the lowest bidder, Rural Electric Supply Cooperative (RESCO) ("**Vendor**"), rejected a provision of the contract that was included with the Requests for Bids; and

WHEREAS, Village staff has recommended that the Village reject all Bids; and

WHEREAS, the Village has been able to negotiate a contract with Vendor for the purchase of the Transformer by the Village in an amount not to exceed \$28,870.00 ("**Contract**"); and

WHEREAS, the Village Council has determined that it is in the best interests of the Village to: (i) reject the Bids; (ii) waive the bidding requirement for the purchase of the Transformer pursuant to Section 4.12.010.C of the Village Code and Section IV.3.D of the Village's Purchasing Manual; and (iii) enter into the Contract with the Vendor;

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: REJECTION OF BIDS. The Village Council hereby rejects the Bids for the Transformer received in response to the Request for Bids issued by the Village and directs the Village Manager, or his designee, to inform the bidders thereof.

SECTION 3: WAIVER OF COMPETITIVE BIDDING. Pursuant to Section 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 Transformer.

October 1, 2019

R-75-2019

SECTION 4: APPROVAL OF CONTRACT. The Village Council hereby approves the Contract with the Vendor in substantially the form attached to this Resolution as **Exhibit A**, in an amount not to exceed \$28,870.00, and in a final form approved by the Village Manager.

SECTION 5: 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 6: 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 1st day of October, 2019, pursuant to the following roll call vote:

AYES: _____
NAYS: _____
ABSENT: _____
ABSTAIN: _____

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A
CONTRACT

VILLAGE OF WINNETKA

CONTRACT/BID
FOR 2000KVA 480.277 Three Phase Pad-Mount Transformer

Full Name of Bidder:

RESCO

("Bidder")

Principal Office Address:

2250 Pinehurst Drive

Middleton, WI 53562

Local Office Address:

2250 Pinehurst Drive

Middleton, WI 53562

Contact Name: Michele Whyte Telephone: 608-831-2600

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 policies 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	Ermco Transformer	See pricing form in Attachment A.	\$28,870.00	\$28,870.00

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 Contract/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 Contract/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;
- (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 10-12 weeks ARO, 20 .

4. Financial Assurance.

A. Indemnification. If this Contract/Bid is accepted, Bidder proposes and agrees that Bidder will indemnify 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 under this Contract/Bid, including without limitation any failure to meet the representations and warranties set forth in Section 6 of this Contract/Bid.

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.

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 60 days after the date this sealed Contract/Bid is opened.

6. Bidder's Representations and Warranties.

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

A. The Products. The Products and all of their components 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, including without limitation the performance standards set forth in Subsection 1B of this Contract/Bid, and (iii) will be fit, sufficient, and suitable for the purposes expressed in or reasonably inferred from this Contract/Bid and the warranties expressed herein will be in addition to any other warranties applicable to the Products (including any manufacturer's warranty) or expressed or implied by law which are hereby reserved unto Owner.

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 be interpreted according to the laws of, but not the conflict of law rules of, the State of Illinois.

DATED this _____ date of _____ 20____

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

Bidder's Name: RESCO

Doing Business As (if different): _____

Signature of Bidder or Authorized Agent _____

(CORPORATE SEAL, IF APPLICABLE)

Printed Name: _____

Title/Position: _____

Bidder's Business Address: 2250 Pinehurst Drive

Middleton, WI 53562

Bidder's Business Telephone: (608) 831-2600 Facsimile: (608) 831-7294

If a Corporation or Partnership, list all Officers or Partners:

<u>Mark Hoteler, Chairman</u>	<u>Jeff Kuhnle, Asst Secretary</u>	
<u>Bob Hance, Vice Chairman</u>		
<u>Dale Jans, Secretary/Treas.</u>		
<u>Matt Brundrup, President</u>		

ATTACHMENT A – SPECIFICATIONS

1. SCOPE

- a. The three-phase pad-mount transformer design is the basis for this specification.
- b. This specification together with the applicable Transformer Data Sheet provides the technical requirements for the design, manufacture and testing of three-phase pad mounted transformers.
- c. This specification covers only the general requirements of the transformer.
- d. The electrical characteristics and mechanical features of three-phase dead front, FR3 oil immersed, self-cooled pad-mount, compartmental-type distribution transformers have the following ranges:
 - I. 2000 KVA
 - II. 65° C rise
 - III. 60 Hertz
 - IV. High Voltage: 12.47 Delta
 - V. High Voltage BIL : 95kV
 - VI. Low Voltage : 480/277V

2. CODES AND STANDARDS

- a. All codes and standards referenced in the specification shall be those in effect at the time of Purchase Order award. Deviation from this specification and referenced codes and standards must be authorized in writing from Village of Winnetka/Director of Water & Electric.
 - I. Institute of Electrical and Electronic Engineer (IEEE)
 1. C57.12.00 – Requirements for Liquid-Immersed Distribution, Power, and Regulating Transformers.
 2. C57.12.26 – Pad-mounted Compartmental-Type, Self-Cooled Three-Phase Distribution Transformers for use with Separable insulated High-Voltage Connectors
 3. C57.12.28 – Pad-mounted Equipment – Enclosure Integrity.
 4. C57.12.34-Pad-Mounted, Compartmental-Type, Self-Cooled, Three-Phase Distribution Transformers, 5 MVA and Smaller; High Voltage, 34.5 kV Nominal System Voltage and Below; Low Voltage, 15 kV Nominal System Voltage & Below
 5. C57.12.70 – Terminal Markings and Connections for Distribution and Power Transformers.
 6. C57.12.80 – Terminology for Power and Distribution Transformers.
 7. C57.12.90 – Test code for liquid – Immersed Distribution, Power and Regulating Transformers.
 8. C57.12.91 –Test code for Dry-Type Distribution and Power Transformers.

- I. National Electrical Manufacturers Association (NEMA)
- II. American Society of Testing and Materials (ASTM)

3. QUALITY ASSURANCE

a. Only approved manufacturer listed below:

- I. ABB
- II. Central Maloney
- III. Cooper
- IV. ERMCO
- V. General Electric
- VI. Pauwels

4. TRANSFORMER TECHNICAL REQUIREMENT

a. Winding Characteristics

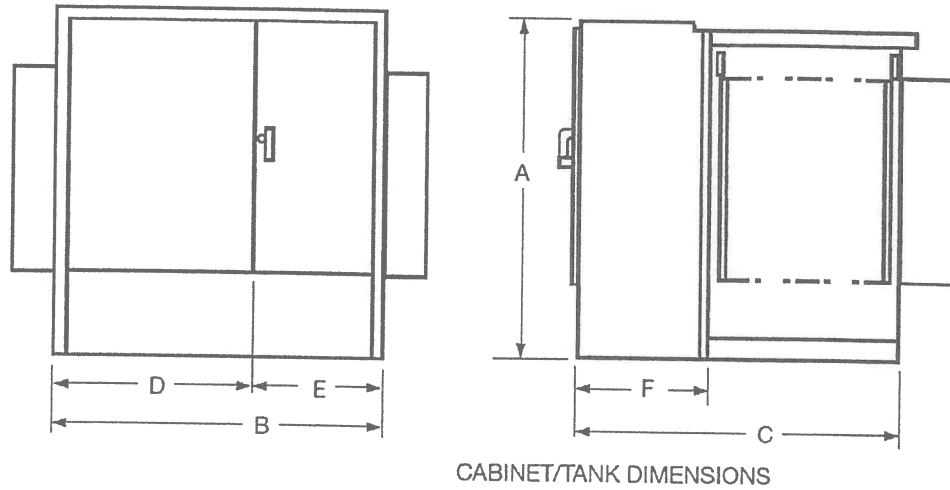
- i. All windings and internal connections shall be copper or aluminum.
- ii. The transformer shall be designed and constructed to withstand the external short-circuits, as defined by IEEE C57.12.00.
- iii. Evidence of compliance to these short-circuit requirements as required in C57.12.00 and C57.12.90 shall be submitted to the Village of Winnetka/Director of Water & Electric upon request.
- iv. The transformer design shall be capable of operating above rated voltage or below rated frequency in accordance with IEEE C57.12.00.
- v. The impedance shall be as specified on the Transformer Data Sheet. IEEE tolerance shall apply.

b. HV Compartment

- i. The transformer shall be furnished with a high voltage compartment located on the left with a v-arrangement and dimensions as per Figure 2.
- ii. The high voltage compartment shall be furnished with 200 amp universal bushing wells and 200 amp bushing inserts.
- iii. A parking stand between the bushing wells shall be provided for attachment of bushing accessories, as per Figure 2.
- iv. A quantity of three(3), three-phase load break switches mounted above bushing wells, with a minimum 200 amp current rating to disconnect bushing and transformer from internal bushing work, as per Figure 4;
 - i. Line Switch A for H1A, H2A, H3A
 - ii. Line Switch B for H1B, H2B, H3B
 - iii. Xrmr Switch

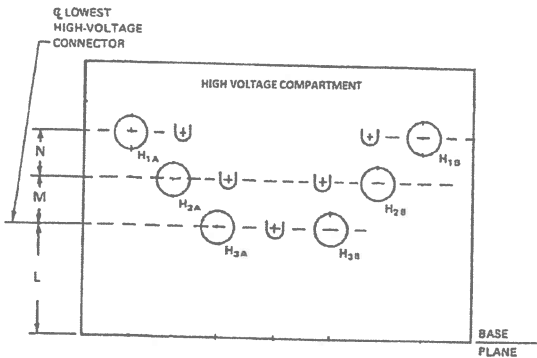
- c. LV Compartment
 - I. The transformer shall be furnished with a low voltage compartment and shall house the LV connections in the form of **12-hole NEMA spades** mounted on threaded copper studs (as per IEEE C57.12.34).
 - II. Bushings shall have insulating supports to roof of transformer.
 - III. **Staggered** Low-Voltage terminal arrangement as per **Figure 3**.
- d. Cabinet
 - I. Tamper resistance shall be enhanced by continuous steel baffling on all edges of the hood and sill without the use of welded or bolted on parts.
 - II. Dimension of cabinet shall be constructed as per **Figure 1**.
 - III. Designed to meet NEMA TR -2013 Audible Sound Levels
- e. Insulating Fluid
 - I. The insulating fluid shall be **FR3 or equivalent**.
 - II. The transformer insulating fluid shall be certified to contain no detectable PCB's (<1 PPM) at the time of shipment and the nameplate shall be so labeled.
 - III. Non-P.C.B. sticker shall be mounted in LV compartment.
- f. Tank Design
 - I. Tanks shall be constructed of heavy gauge steel with welded seams, IEEE C57.13.26.
 - II. Tank design shall include sufficient expansion volume to allow operation under specified load conditions.
 - III. Lifting provisions shall be provided at two or four points on the tank depending on size
 - IV. Vendor shall provide dimension of tank to be constructed, as per bid submittal.
- g. Cooling System
 - I. The transformer shall be self-cooled
- h. Grounding Provisions
 - I. All non-energized metallic components of the transformer shall be grounded.
 - II. Tank grounding provisions shall consist of two ground pads.
 - III. Ground pads shall be per IEEE standards.
- i. Nameplates
 - I. Transformer shall be furnished with a non-corrosive diagrammatic nameplate, permanently attached with non-corrosive hardware. The diagrammatic nameplate shall include the name of the manufacturer of the equipment as well as the location where the transformer was manufactured and tested.
 - II. The nameplate shall contain all connection and rating information in accordance with IEEE C57.12.00 nameplate A, plus the type and quantity of fluid, and the date of manufacture.
- j. Exterior Finish
 - I. The transformer painting system shall be in compliance with IEEE C57.12.28. The finish shall be Munsell No. 7GY/3.2/1.5.green
- k. Reference Drawings:

FIGURE #1 – EXTERIOR DIMENSIONS



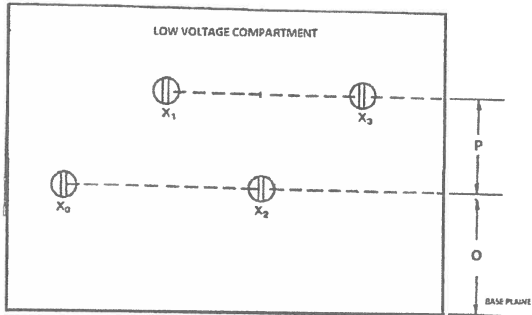
Exterior Dimension	
Dimension	Measurement (inches)
A	TBD BY OEM
B	~79
C	TBD BY OEM
D	~34
E	~45
F	~24

FIGURE # 2- HIGH VOLTAGE COMPARTMENT



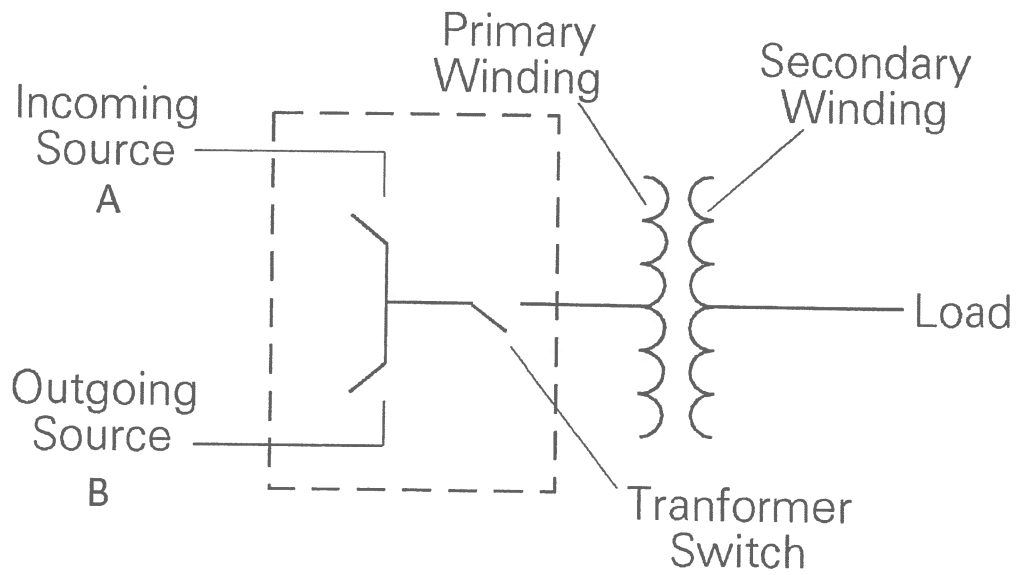
High Voltage Compartment Dimension	
Dimension	Measurement (inches)
L	28
M	6
N	6

FIGURE #3 – LOW VOLTAGE COMPARTMENT



Low Voltage Compartment Dimension	
Dimension	Measurement (inches)
O	45
P	7

Figure 4: Single Line of internal switches



5. TEST

- a. A certified test report shall be submitted and shall contain the test data for each transformer serial number manufactured. The certified test report shall as a minimum contain the data as specified in IEEE C57.12.90.

6. FEATURES

The transformer shall be equipped with a complete set of standard features, including.

- a. High and low voltage cabinet doors, swinging from inside to outside
- b. A recessed locking assembly with padlock provisions and penta-head locking bolt for tamper-resistant operation.
- c. Oil level/fill plug.
- d. Dial-type thermometer
- e. Automatic pressure relief device (Self-actuating with indicator).
- f. Oil drain plug.
- g. Meet NEMA TR -2013 Audible Sound Levels
- h. A removable front sill that latches with the hood and is internally bolted to the front of the tank.
- i. Cabinet compartment security shall comply with the locking and tamper test provisions of IEEE C57.12.28.
- j. NEMA safety labels.
- k. High voltage 200 amp dead front universal bushing wells with 200 amp bushing inserts.
- l. Low voltage 12-hole NEMA spades mounted on threaded copper studs.
- m. Lightning Protection
 - a. Oil immersed lightning arrestors, suitable for use on 12.47kV-Wye ground system
- n. Overcurrent protection
 - a. Internal oil-immersed weak link expulsion fuse

7. DOCUMENTATION

- a. The seller shall provide instructions, operating and maintenance manual covering all equipment furnished.

8. PARTS

- b. The Seller shall provide a renewal parts list to the Village of Winnetka/Director of Water & Electric upon request.

Pad-mount Transformer Data Sheet

3 Phase KVA Rating: 2000
Frequency (Hz): 60Hz
Standard % Impedance: 5.75 %
Temperature Rise (Over 30°C ambient): 65° C
Primary Coil Voltage (kV): 12.47kV Delta
Primary Termination: 200 amp bushing inserts
Feed: Loop
Primary Taps: None
Primary BIL (kV): 95
Secondary Coil Voltage (V): 480/277V Wye
Secondary Termination: 12-hole NEMA spades
Insulating Fluid: FR3 or equivalent fluid

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:
- Require 48 hours advance notification, phone (847-)716-3551
- Receiving hours: Monday – Friday, 7:00AM – 3:00PM
- 1390 Willow Road, Winnetka, Illinois 60093

BID SUBMITTAL

Vendor: RESCO

Address: 2250 Pinehurst Drive Middleton, WI 53562

Email: mwhyte@resco1.com

Phone: 608-831-2600

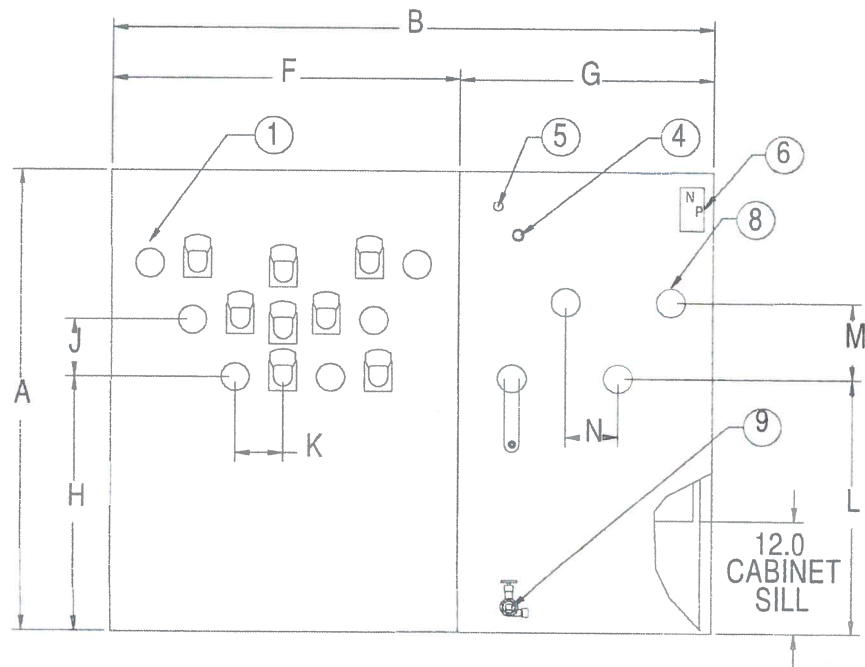
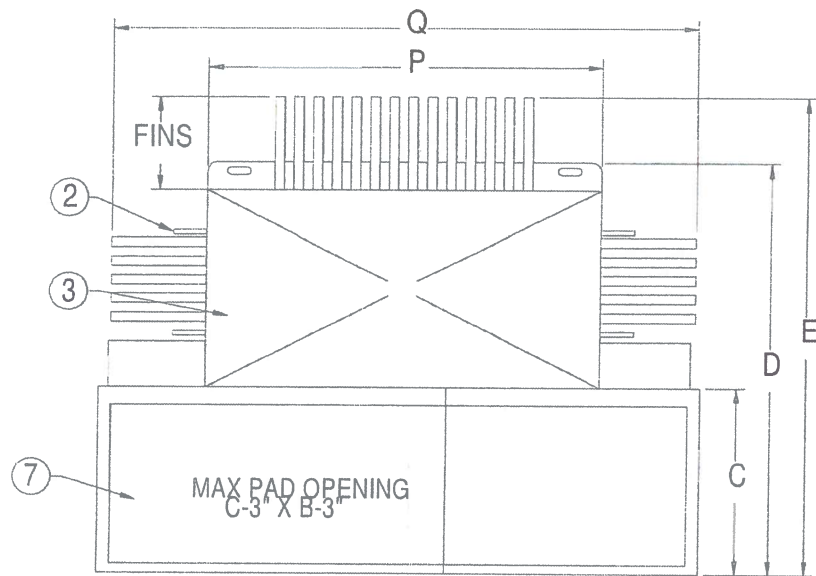
Transformer Ermco

KVA Size	Bid Evaluation		No Load Losses	Full Load Losses	Delivery Time (Weeks)
	n	Cost for Each Transformer			
2000	1	\$28,870.00	1904	10587	10-12

Weight (lbs) 13,501

Unit cost shall include a warranty of 24 months from the date of delivery of each unit.

NOTE: Awarded bidder shall submit transformer construction drawings for approval by the W&E Director, prior to the



CUSTOMER: VILLAGE OF WINNETKA

RFQ/Spec: _____

ERMCO Quote#: 548527

For detail information about the transformer,
refer to the ERMCO quote documents.

Quote

Item	kVA	A	B	C	D	E	F	G	H	J	K	L	M	N
1	2000	68	72.5	24	59.5	66.5	36.5	35.5	27	6	5	46	8	6.33

STANDARD FEATURES

- 1 HV Bushing
- 2 Lifting Lugs
- 3 Bolted Cover
- 4 1" Upper Fill Plug
- 5 Pressure Relief Valve
- 6 Nameplate
- 7 Hinged Top Cabinet
- 8 LV Bushing
- 9 1" Drain Plug

Quote

Item	P	Q	Wt (lbs)	Oil (gn)
1	68	88	13501	440

3 Phase Quotation Drawing
For Dimensional Purposes Only
All Features and Accessories Not Shown

E

ERMCO

ISSD BY:
JS

DATE:
08/19/19

REV ISSUE DATE:

SCALE:
NTS

EXCEPTION

Bid # 019-015

RESCO takes exception to the entire first paragraph in Item 4.A., Indemnification.

RESCO offers the following replacement language:

"Seller shall and hereby agrees to indemnify, defend and save harmless the Buyer, its affiliates, its officers, directors, employees and agents from and against any and all claims, suits, actions, liabilities, damages, losses, costs and expenses (including attorneys' fees) 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 Seller, its officers, agents and employees, in the performance of this order."


Jeffrey S. Kuhnle
Asst. Secretary, VP of Administration, and CFO

ACCEPTANCE

The Contract/Bid attached hereto and by this reference incorporated herein and made a part hereof is accepted by the Village of Winnetka ("Owner") as of this ____ day of _____ 20__.

This Acceptance, together with the Contract/Bid attached hereto, constitutes the entire agreement between the parties relating to the Products and the Contract Price therefor and supersedes all prior or contemporaneous discussions, agreements, or understandings, whether written or oral, and will prevail over any contradictory or inconsistent terms or conditions contained in any purchase order, acceptance, acknowledgment, or invoice.

VILLAGE OF WINNETKA

By _____

Name: _____

Title: _____

EXHIBIT 1
2000KVA Pad-Mounted Transformer 3 phase,480/277

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	Subtotal For Each Transformer	Total Cost
RESCO	2000	1	\$ 28,870.00	1904	10587	\$ 23,209.76	\$ 28,267.29	\$ 80,347.05	\$ 80,347.05
WESCO	2000	1	\$ 33,620.00	1776	11158	\$ 21,649.44	\$ 29,791.86	\$ 85,061.30	\$ 85,061.30
GRAYBAR	2000	1	\$ 28,654.90	2065	12303	\$ 25,172.35	\$ 32,849.01	\$ 86,676.26	\$ 86,676.26
BORDER STATES	2000	1	\$ 34,280.00	1914	12146	\$ 23,331.66	\$ 32,429.82	\$ 90,041.48	\$ 90,041.48



Agenda Item Executive Summary

Title: Resolution No. R-76-2019: Police Department Partial Remodel Phase 2 (Adoption)

Presenter: Marc Hornstein, Chief of Police

Agenda Date: 10/01/2019

Consent: ☐ YES ☒ NO

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

Item History:

On July 8, 2019, the Village published a request for bids on the second phase of the police department partial remodeling project. Six bids were received. All six bids exceeded the current year Capital budget of \$87,500.00. On August 20, Village Council rejected bids received pursuant to RFB #019-014.

Executive Summary:

After rejecting the bids, Village staff worked with Orbis Construction to review the cost drivers of the project, and identified case and mill work, flooring replacement in specific areas, and enhanced wall coverings as the main cost drivers for the project. Staff refined the scope of the work and negotiated with Orbis Construction to reduce the cost of the project by using alternatives to specific building materials. Staff was able to negotiate a cost of the project with Orbis Construction that would substantially lower the costs that had been initially bid. Additionally, staff did not need to use the services of an architect to refine the project.

After negotiations, Orbis Construction submitted a contract proposal of \$120,880.00. The contract would be paid for from the current year Capital budget and funds from the 2020 Capital budget. Orbis Construction successfully completed the first phase of the Police Department remodeling project and demonstrated a high quality work product. The contract authorizes the Village to terminate or suspend work in the event the Village Council does not appropriate or budget sufficient funds for the work during this and the next calendar year.

As a result of being able to negotiate the cost of the project, staff recommends the Village Council waive that the contract be re-bid and award the contract to Orbis Construction.

Recommendation:

Consider adopting Resolution No. R-76-2019, waiving bidding and authorizing the Village to award a Purchase Order to Orbis Construction Co. Inc. not to exceed \$120,880.00.

Attachments:

- Resolution No. R-76-2019
- Contract for Partial Remodel

RESOLUTION NO. R-76-2019

**A RESOLUTION WAIVING BIDDING AND APPROVING A CONTRACT WITH
ORBIS CONSTRUCTION COMPANY, INC., LLC FOR PHASE II OF THE
PARTIAL REMODEL OF THE POLICE STATION**

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 #019-014 ("**Request for Bids**") for Phase II of the partial remodel of the Police Station, which includes the remodeling of multiple rooms on the first floor of the police station to create more functional space ("**Work**"); and

WHEREAS, on August 20th, 2019, the Village rejected all bids for the Work because the bids exceeded the amount anticipated and budgeted for the Work; and

WHEREAS, the Village reviewed the scope of the Work and identified ways to modify the scope of the Work to fit within the Village's desired budget ("**Revised Scope of Work**"); and

WHEREAS, the Village does not have sufficient time to put the Revised Scope of Work out for bid if the Revised Scope of Work is to commence within this budget year; and

WHEREAS, the Village negotiated a contract ("**Contact**") with Orbis Construction Company, Inc. ("**Contractor**") for the Contractor to perform the Revised Scope of Work; and

WHEREAS, pursuant to Sections 4.12.010 of the Village Code and in accordance with Section IV.3 of the Village's Purchasing Manual, the bidding requirements may be waived; and

WHEREAS, pursuant to Section 4.12.010.C of the Village Code, the Village Council has determined that it is in the best interests of the Village to waive competitive bidding and enter into the Contract 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: WAIVER OF COMPETITIVE BIDDING. Pursuant to Sections 4.12.010 of the Village Code, Section IV.3 of the Village's Purchasing Manual, and the Village's home rule authority, the Village Council waives the requirement of competitive bidding for the Revised Scope of Work.

SECTION 3: APPROVAL OF CONTRACT. The Village Council approves the Contract 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 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 after receipt by the Village Manager of two executed copies of the final Contract from Contractor; provided, however, that if the Village Manager does not receive two executed copies of the final Contract from Contractor within 60 days after the date of adoption of this Resolution, then this authority to execute and seal the Contract will, at the option of the Village Council, be null and void.

SECTION 4: 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 1st day of October, 2019, pursuant to the following roll call vote:

AYES: _____
NAYS: _____
ABSENT: _____
ABSTAIN: _____

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A
CONTRACT

**VILLAGE OF WINNETKA
CONTRACT FOR THE
POLICE DEPARTMENT PARTIAL REMODEL PHASE 2**

Contract Number: [/]

**VILLAGE OF WINNETKA
CONTRACT FOR THE
POLICE DEPARTMENT PARTIAL REMODEL PHASE 2**

Contract Number: / /

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**VILLAGE OF WINNETKA
CONTRACT FOR THE
POLICE DEPARTMENT PARTIAL REMODEL PHASE 2**

Contract Number: [/]

In consideration of the mutual promises set forth below, the *Village of Winnetka, 510 Green Bay Road, Winnetka, IL 60093*, an Illinois municipal corporation (“Owner”), and *Orbis Construction Company, Inc.*, an Illinois corporation (“Contractor”), make this Contract as of _____, 2019, (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 and in accordance with the specifications attached hereto as Attachment B, as such specifications are modified by Attachment C.
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. 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 Documents/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 three complete sets for each Required Submittal. All Required Submittals, except Documents/Drawings, must be prepared on white 8-1/2" x 11".

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 Documents/Documents/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 Documents/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 Contractor 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 Documents/Drawings of Record, unless a greater number is specified elsewhere in this Contract, indicating all field deviations from Attachment B or the Documents/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, including, but without limitation, in the event that the Village Council fails to appropriate or budget sufficient funds for the Work during this and the next calendar year. 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 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 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

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.

4.3 Indemnification

Contractor hereby agrees to and will indemnify, save harmless, and defend Owner and all of its elected officials, officers, employees, attorneys, agents, and representatives 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 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.

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 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 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, 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, plans, specifications, schedules, manuals, Documents/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 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 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.

7.6 No Waiver

No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by Owner, 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 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:

Village of Winnetka
510 Green Bay Road
Winnetka, IL 60093
Attention: Village Manager

with a copy to:
Holland & Knight LLP
131 South Dearborn Street, 30th Floor
Chicago, Illinois 60603
Attention: Village Attorney, Winnetka

Notices and communications to Contractor must be addressed to, and delivered at, the following address:

Orbis Construction Company, Inc.
4314 W. Crystal Lake Rd., Suite F
McHenry, IL 60050

with a copy to:

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) (a copy of Owner's ordinance ascertaining the prevailing rate of wages, in effect as of the date of this Contract, has been attached as an Appendix to this Contract; 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: _____

Orbis Construction Company, Inc.

By: _____

Name: _____

Title: _____

Attest:

By: _____

Name: _____

Title: _____

STATE OF ILLINOIS)
)
COUNTY OF _____) SS

CONTRACTOR'S CERTIFICATION

_____, 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: _____, 2019.

Orbis Construction Company, Inc.

By: _____

Name: _____

Title: _____

Attest:

By: _____

Name: _____

Title: _____

Subscribed and Sworn to before me on _____, 2019.

My Commission expires: _____

Notary Public

(SEAL)

**VILLAGE OF WINNETKA
CONTRACT FOR THE
POLICE DEPARTMENT PARTIAL REMODEL PHASE 2**

ATTACHMENT A

SUPPLEMENTAL SCHEDULE OF CONTRACT TERMS

1. Project:

The Work shall consist of the Contractor providing all labor, equipment, and materials necessary for the repurposing, construction, and remodeling of the desired sections of the police department's first floor areas in accordance with the specifications attached as Attachment B and as modified by Attachment C. Some areas are currently being utilized and will be reassigned after construction. Other areas have been vacated but will be reassigned for department need at the conclusion of the project. The project will be done in phases to allow day-to-day business to continue while construction is taking place.

The areas of renovation include all corridors and hallways on the first/main floor of the building. Four additional rooms to be renovated include the current patrol equipment room, an adjacent supervisor's office, an interview room, and office space.

The specifications set forth in are summarized below:

- Removal of all first floor wallpaper and base in hallways and corridors, prepping walls for new wall covering, paint and base.
- Install new wall covering, base, and paint for the majority of first floor hallways and corridors.
- Removal of flooring in sections of corridors and office spaces, prepping and installation of new flooring and base.
- Removal of a section of wall (CMU) and prepping for installation of a new door and filling in open space in the current interview room with drywall.
- Removal of wall adjoining the equipment room to the supervisor's office, creating a larger, more functional equipment room.
- Prepping for new ceiling/grid needs in the new equipment room.
- Removal and installation of all new corner guards in the required locations.
- Painting new equipment room, corridor, office, and interview room.
- Painting of door and window frames on first floor
- The Winnetka Police Department has final determination/authority of work schedule

- The Winnetka Police Department will identify the order in which the areas of the building are constructed. The areas to be addressed will be in phases (demo will not be conducted all at once).

In the event of a conflict between either this Section 1 and Attachment C, Attachment C shall control. In the event of a conflict between Attachment B and Attachment C, Attachment C shall prevail. In the event of a conflict between Attachment C and the Contract, the Contract shall prevail.

2. **Work Site:**

The Village of Winnetka Public Safety Building (Police) at 410 Green Bay Road, Winnetka, IL 60093.

3. **Commencement Date:**

No later than thirty (30) days after execution of the Contract by Owner.

4. **Completion Date:**

The work shall be scheduled and performed no later than December 31, 2019. As-built drawings will be provided to the Owner no later than thirty (30) days following completion of the Work.

5. **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: \$5,000,000. See Subsection F below regarding use of umbrella coverage.
- (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. 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.

8. Contract Price:

SCHEDULE OF PRICES

A. Lump Sum Contract

For providing, performing, and completing all Work, the total Contract Price of (write in numbers only): **One Hundred Twenty Thousand Eight Hundred Eighty Dollars (\$120,880.00)**

- B. 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.

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.

- B. 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:

\$250.00 per day

11. Standard Specifications:

The Contract includes Owner's Village Code and Building Codes.

**VILLAGE OF WINNETKA
CONTRACT FOR THE
POLICE DEPARTMENT PARTIAL REMODEL PHASE 2**

ATTACHMENT B

SPECIFICATIONS

INTERIOR ALTERATIONS FOR:

WINNETKA POLICE DEPARTMENT

410 GREEN BAY RD.
WINNETKA, IL 60093

INTERWORK ARCHITECTS INC.
1300 SHAWNEE ROAD SUITE 302
NORTH BLOOM, IL 60062

847.509.4070



interwork architects

2000 North Lincoln Road, Suite 302, Northbrook, IL 60062
P. 847.509.4070 F. 847.509.4071

3. INTERIOR ALTERATIONS FOR THE
WINNETKA POLICE
DEPARTMENT

4/10/2013 10:11 AM
ISSUED FOR PERMIT

REVISIONS: none
REVISIONS: none

LOCATION MAP

EST. MAP



SPECIAL NOTES

1. ALL WORK IS TO BE COMPLETED BY 10/1/2013. ANY DELAYS WILL BE AT THE OWNER'S RISK. THE ARCHITECT IS NOT RESPONSIBLE FOR DELAYS.
2. ALL MATERIALS AND METHODS OF CONSTRUCTION SHALL BE APPROVED BY THE ARCHITECT PRIOR TO INSTALLATION. THE ARCHITECT SHALL BE NOTIFIED IN WRITING AT LEAST 14 DAYS PRIOR TO THE START OF ANY WORK.
3. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2012 IBC AND ALL APPLICABLE CODES. THE ARCHITECT SHALL BE NOTIFIED IN WRITING AT LEAST 14 DAYS PRIOR TO THE START OF ANY WORK.
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20. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2012 IBC AND ALL APPLICABLE CODES. THE ARCHITECT SHALL BE NOTIFIED IN WRITING AT LEAST 14 DAYS PRIOR TO THE START OF ANY WORK.

CODE REQUIREMENTS

- SECTION 01100 - GENERAL NOTES
1. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2012 IBC AND ALL APPLICABLE CODES. THE ARCHITECT SHALL BE NOTIFIED IN WRITING AT LEAST 14 DAYS PRIOR TO THE START OF ANY WORK.
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10. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2012 IBC AND ALL APPLICABLE CODES. THE ARCHITECT SHALL BE NOTIFIED IN WRITING AT LEAST 14 DAYS PRIOR TO THE START OF ANY WORK.

INDEX OF DRAWINGS

- SECTION 01100 - GENERAL NOTES
- AC 1. GENERAL NOTES
- AC 2. GENERAL NOTES
- AC 3. GENERAL NOTES
- AC 4. GENERAL NOTES
- AC 5. GENERAL NOTES
- AC 6. GENERAL NOTES
- AC 7. GENERAL NOTES
- AC 8. GENERAL NOTES
- AC 9. GENERAL NOTES
- AC 10. GENERAL NOTES

CERTIFICATION

I, the undersigned, certify that I am a duly licensed architect in the State of Illinois, and that I am the author of the drawings herein.

Signature: _____

Date: _____

Project No. 1024.001.002

Sheet No. A-0.1

Scale: _____

Notes: _____

Revisions: _____

Comments: _____

Drawings: _____

Specifications: _____

Contract Documents: _____

Other Documents: _____

Project Information: _____

Client Information: _____

Architect Information: _____

Engineer Information: _____

Surveyor Information: _____

Other Professionals: _____

Project Location: _____

Project Description: _____

Project Schedule: _____

Project Budget: _____

Project Status: _____

Project Contact: _____

Project Address: _____

Project Phone: _____

Project Email: _____

Project Website: _____

Project Social Media: _____

Project Other: _____

Project Notes: _____

Project Comments: _____

Project Revisions: _____

Project Drawings: _____

Project Specifications: _____

Project Contract Documents: _____

Project Other Documents: _____

Project Information: _____

Project Client Information: _____

Project Architect Information: _____

Project Engineer Information: _____

Project Surveyor Information: _____

Project Other Professionals: _____

Project Location: _____

Project Description: _____

Project Schedule: _____

Project Budget: _____

Project Status: _____

Project Contact: _____

Project Address: _____

Project Phone: _____

Project Email: _____

Project Website: _____

Project Social Media: _____

Project Other: _____

Project Notes: _____

Project Comments: _____

Project Revisions: _____

Project Drawings: _____

Project Specifications: _____

Project Contract Documents: _____

Project Other Documents: _____

Project Information: _____

Project Client Information: _____

Project Architect Information: _____

Project Engineer Information: _____

Project Surveyor Information: _____

Project Other Professionals: _____

Project Location: _____

Project Description: _____

Project Schedule: _____

Project Budget: _____

Project Status: _____

Project Contact: _____

Project Address: _____

Project Phone: _____

Project Email: _____

Project Website: _____

Project Social Media: _____

Project Other: _____

Project Notes: _____

Project Comments: _____

Project Revisions: _____

Project Drawings: _____

Project Specifications: _____

Project Contract Documents: _____

Project Other Documents: _____

Project Information: _____

Project Client Information: _____

Project Architect Information: _____

Project Engineer Information: _____

Project Surveyor Information: _____

Project Other Professionals: _____

Project Location: _____

Project Description: _____

Project Schedule: _____

Project Budget: _____

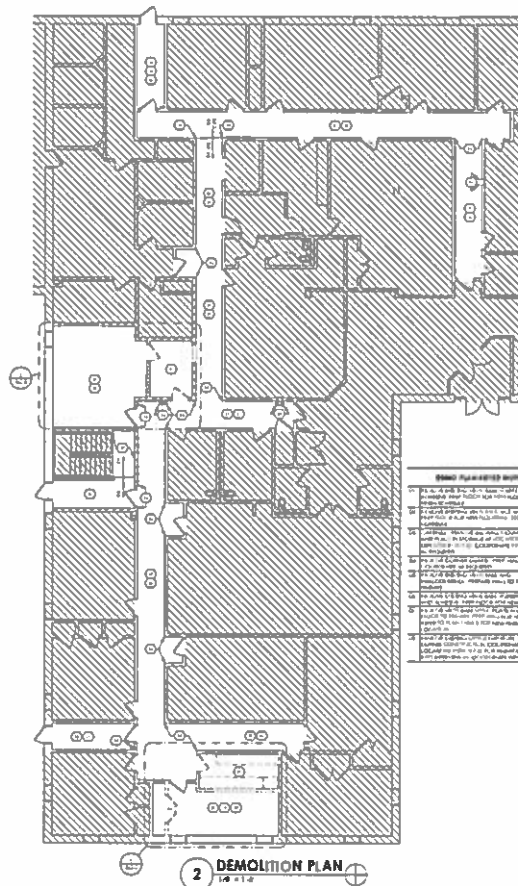
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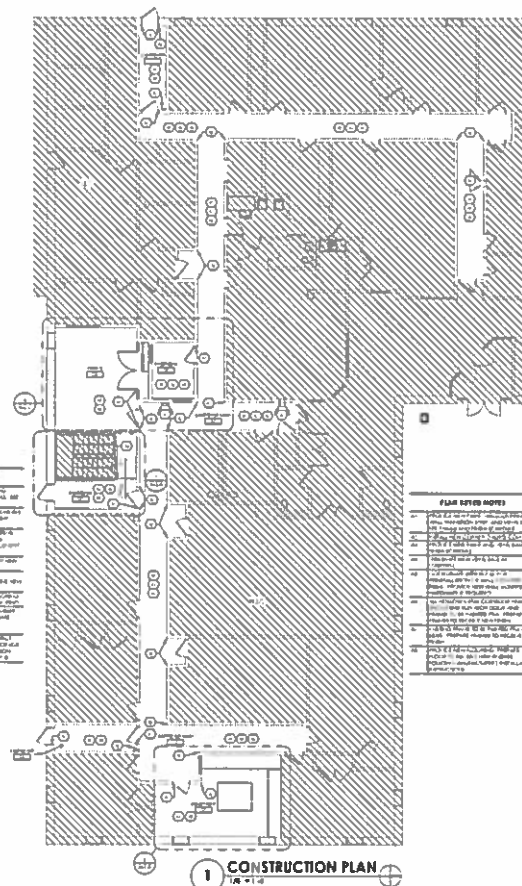
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The schematic diagram illustrates the system architecture. It shows a sequence of components connected by arrows indicating data flow. On the left, there are two input sources labeled "Data from sensors" and "Data from database". These feed into a central processing unit labeled "Data processing". This unit is connected to a "Data storage" component. The "Data storage" component feeds into a "Data output" component. The "Data output" component feeds into a "Data distribution" component. Finally, the "Data distribution" component feeds into a "Data presentation" component. A feedback loop arrow points from the "Data presentation" component back to the "Data processing" component.

[illegible][illegible][illegible]



- GENERAL NOTES**
1. DEMOLITION OF EXISTING STRUCTURE TO BE SHOWN BY HATCHING.
 2. EXISTING STRUCTURE TO BE RETAINED TO BE SHOWN BY UNHATCHED LINES.
 3. ALL EXISTING STRUCTURE TO BE DEMOLISHED TO BE SHOWN BY HATCHING.
 4. ALL EXISTING STRUCTURE TO BE RETAINED TO BE SHOWN BY UNHATCHED LINES.
 5. ALL EXISTING STRUCTURE TO BE DEMOLISHED TO BE SHOWN BY HATCHING.
 6. ALL EXISTING STRUCTURE TO BE RETAINED TO BE SHOWN BY UNHATCHED LINES.
 7. ALL EXISTING STRUCTURE TO BE DEMOLISHED TO BE SHOWN BY HATCHING.
 8. ALL EXISTING STRUCTURE TO BE RETAINED TO BE SHOWN BY UNHATCHED LINES.
 9. ALL EXISTING STRUCTURE TO BE DEMOLISHED TO BE SHOWN BY HATCHING.
 10. ALL EXISTING STRUCTURE TO BE RETAINED TO BE SHOWN BY UNHATCHED LINES.



- PLAN NOTES**
1. ALL EXISTING STRUCTURE TO BE DEMOLISHED TO BE SHOWN BY HATCHING.
 2. ALL EXISTING STRUCTURE TO BE RETAINED TO BE SHOWN BY UNHATCHED LINES.
 3. ALL EXISTING STRUCTURE TO BE DEMOLISHED TO BE SHOWN BY HATCHING.
 4. ALL EXISTING STRUCTURE TO BE RETAINED TO BE SHOWN BY UNHATCHED LINES.
 5. ALL EXISTING STRUCTURE TO BE DEMOLISHED TO BE SHOWN BY HATCHING.
 6. ALL EXISTING STRUCTURE TO BE RETAINED TO BE SHOWN BY UNHATCHED LINES.
 7. ALL EXISTING STRUCTURE TO BE DEMOLISHED TO BE SHOWN BY HATCHING.
 8. ALL EXISTING STRUCTURE TO BE RETAINED TO BE SHOWN BY UNHATCHED LINES.
 9. ALL EXISTING STRUCTURE TO BE DEMOLISHED TO BE SHOWN BY HATCHING.
 10. ALL EXISTING STRUCTURE TO BE RETAINED TO BE SHOWN BY UNHATCHED LINES.

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10000 1st Avenue North, Suite 100
Minnetonka, MN 55345
Phone: 952.891.1111
Fax: 952.891.1112
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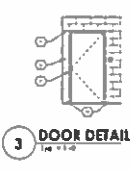
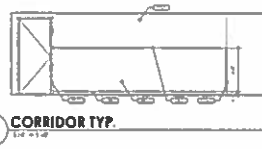
WINNETKA POLICE DEPARTMENT

1024 001.002

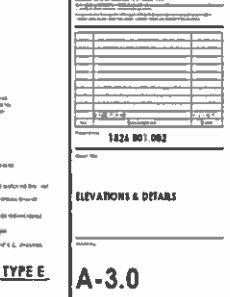
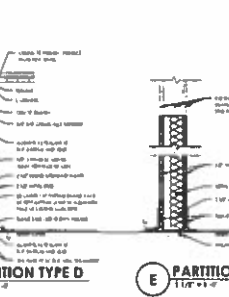
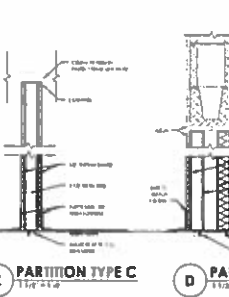
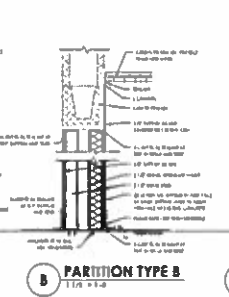
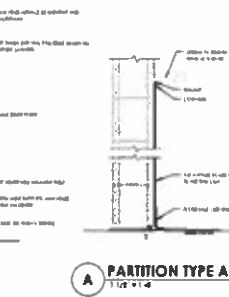
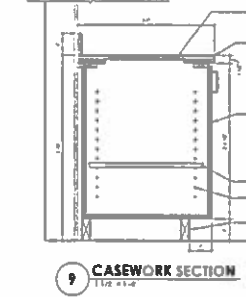
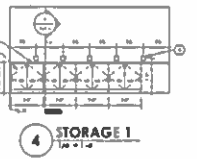
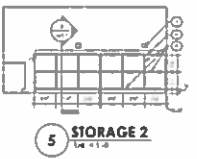
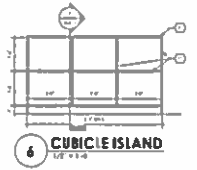
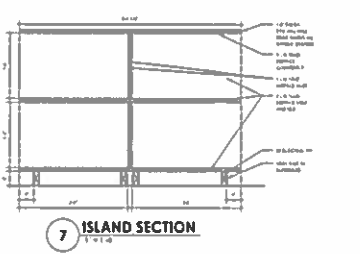
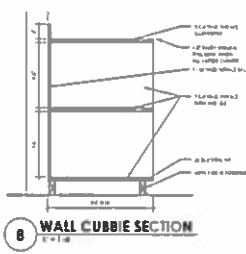
DEMOLITION AND CONSTRUCTION PLAN

A-1.0

DOOR FINISH SCHEDULE									
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2	DOOR	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
3	DOOR	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
4	DOOR	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
5	DOOR	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
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7	DOOR	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
8	DOOR	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
9	DOOR	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
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11	DOOR	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
12	DOOR	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
13	DOOR	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
14	DOOR	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
15	DOOR	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
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17	DOOR	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
18	DOOR	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
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20	DOOR	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
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24	DOOR	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
25	DOOR	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
26	DOOR	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
27	DOOR	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
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32	DOOR	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
33	DOOR	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
34	DOOR	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
35	DOOR	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
36	DOOR	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
37	DOOR	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
38	DOOR	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
39	DOOR	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
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93	DOOR	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
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100	DOOR	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0



ELEVATION FINISH SCHEDULE	
NO.	FINISH
1	WALL
2	CEILING
3	FLOOR
4	DOOR
5	WINDOW
6	ISLAND
7	CASEWORK
8	PARTITION
9	STORAGE
10	STAIR
11	ELEVATOR
12	RECEPTION
13	OFFICE
14	CONFERENCE
15	RESTROOM
16	LOCKER
17	STORAGE
18	STAIR
19	ELEVATOR
20	RECEPTION
21	OFFICE
22	CONFERENCE
23	RESTROOM
24	LOCKER
25	STORAGE
26	STAIR
27	ELEVATOR
28	RECEPTION
29	OFFICE
30	CONFERENCE
31	RESTROOM
32	LOCKER
33	STORAGE
34	STAIR
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38	CONFERENCE
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41	STORAGE
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43	ELEVATOR
44	RECEPTION
45	OFFICE
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83	ELEVATOR
84	RECEPTION
85	OFFICE
86	CONFERENCE
87	RESTROOM
88	LOCKER
89	STORAGE
90	STAIR
91	ELEVATOR
92	RECEPTION
93	OFFICE
94	CONFERENCE
95	RESTROOM
96	LOCKER
97	STORAGE
98	STAIR
99	ELEVATOR
100	RECEPTION



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www.interwork.ca

WINNETKA POLICE DEPARTMENT

1000 W. 10th Ave. Suite 100
Winnipeg, MB R2E 1A1
Tel: (204) 781-1111
Fax: (204) 781-1112
www.interwork.ca

CERTIFICATION

I hereby certify that the drawings and specifications are true and correct and that I am a duly licensed architect in the Province of Manitoba.

Date: _____

ELEVATIONS & DETAILS

1/4\"/>

**VILLAGE OF WINNETKA
CONTRACT FOR THE
POLICE DEPARTMENT PARTIAL REMODEL PHASE 2**

ATTACHMENT C

CONTRACTOR'S MODIFIED PROPOSAL



ORBIS

Construction Company, Inc.

4314 W. Crystal Lake Rd.

Suite F

McHenry, IL 60050

815-385-5131 ph

888-96-ORBIS

www.orbisconstruction.com

Village of Winnetka
510 Green Bay Rd.
Winnetka, IL 60093

September 17, 2019

Proposal # 19213

Re: Police Department Partial Remodel Phase 2

Pages: 2

Dear Keri & Brian,

We propose to furnish all Tools, Equipment, Insurance, Labor and Specified Materials to complete the following work per drawings # A-0.1, A-0.2, A-1.0, A-2.0, and A-3.0 as drawn by Interworks Architects with the latest revision date of 7/1/19. We also acknowledge Addendum 1 & 2. We have included the following:

Work as shown on the documents with the following exceptions:

1. Remove all new wallpaper and Korogaurd from the project. Apply primer and paint to all affected areas.
2. Change paint from MDC Ceramic to SW Pro-Mar 200 throughout project
3. Change countertops at elevations 4&5 / A3.0 from Solid Surface to Plastic Laminate
4. Deduct flooring and painting in corridors 01, 05, & 06

Clarifications:

Exclusions:

permit, permit fees, special licenses (including city related), professional fees (architect and engineer), as-built drawings, builders risk insurance, temporary utilities, temporary doors/windows, phasing premium time, hazardous material removal, concrete, expansion control, sheet metal, fire proofing, insulation, roofing, siding, aluminum windows/glass/glazing, overhead doors/grilles, ceramic tile, floor mats, plaster/dryvit, VCT, wood floors, chalkboards/tackboards, extinguishers/cabinets, lockers, operable partition, signage/graphics, toilet accessories, toilet partitions, blinds/shades/shutters, office furniture, elevators, plumbing, temperature control, unforeseen conditions. Any work not specifically stated above.

TOTAL INVESTMENT: One Hundred Twenty Thousand Eight Hundred Eighty Dollars
\$120.880.00

Terms: Proposal price is valid for 20 days, 25% non-refundable deposit for first time customers required. Monthly progress payments if project lasts longer than 30 calendar days. All invoices are Net 10, no retention, 1 ½% on late payments. Remaining terms are as spelled out in a standard OCCI Contract.

Acceptance: Initial all accepted work. The above proposal price, terms and conditions are accepted. Orbis Construction Company, Inc. is authorized to proceed.

Signature: _____

Date: _____



Agenda Item Executive Summary

Title: Ordinance No. MC-9-2019: Prohibiting Recreational Cannabis Businesses (Public Hearing & Introduction)

Presenter: Peter Friedman, Village Attorney & David Schoon, Community Development Director

Agenda Date: 10/01/2019

Consent: ☐ YES ☒ NO

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

Item History:

7/16/19 - Council adopted Resolution No. R-65-2019, A Resolution Regarding the Zoning, Regulation, Licensing, and Possible Prohibition of Recreational Cannabis Businesses (Red Flag Resolution)

9/17/19 - Council held public hearing on whether to prohibit or allow recreational cannabis businesses.

<https://www.villageofwinnetka.org/assets/1/20/gv-council-pkt-201909171.pdf>

Executive Summary:

On Tuesday, October 1, 2019, the Village Council is scheduled to hold a continued public hearing on a Village-initiated application to amend Title 17, Zoning of the Winnetka Code of Ordinances concerning zoning regulations for cannabis-related businesses. The Council is also scheduled to consider Ordinance No. MC-9-2019, An Ordinance Amending the Winnetka Zoning Ordinance to Further Prohibit Cannabis Business Establishments in the Village (Attachment A).

On Tuesday, September 17, 2019, the Village Council held its first public hearing to amend the Village Zoning Ordinance concerning zoning regulations for cannabis-related businesses. At that meeting, the Council was presented with emails that members of the public had submitted since the posting of the agenda materials (Attachment B). In addition, the Council heard testimony from members of the public. The Council then discussed the issue, and at the conclusion of that discussion directed the Village Attorney to prepare an ordinance prohibiting all types of recreational cannabis businesses from locating in the community. The Council also continued the public hearing to its next meeting.

Attached is a copy of additional written correspondence from the public since the September 17 Village Council meeting (Attachment C).

Recommendation:

Consider introduction of Ordinance No. MC-9-2019, An Ordinance Amending the Winnetka Zoning Ordinance to Further Prohibit Cannabis Business Establishments in the Village.

Attachments:

Attachment A - Ordinance No. MC-9-2019: An Ordinance Amending the Winnetka Zoning Ordinance to Further Prohibit Cannabis Business Establishments in the Village

Attachment B - Public comments received for the September 17, 2019, public hearing.

Attachment C - Public comments received since the September 17, 2019, public hearing.

ORDINANCE NO. MC-9-2019

**AN ORDINANCE AMENDING THE WINNETKA ZONING ORDINANCE
TO FURTHER PROHIBIT CANNABIS
BUSINESS ESTABLISHMENTS IN THE VILLAGE**

WHEREAS, on June 25, 2019, the Governor signed into law Public Act 101-0027 (“**Act**”) legalizing the sale, possession, and use of cannabis for recreational purposes by persons over the age of 21 in Illinois beginning on January 1, 2020; and

WHEREAS, pursuant to Section 55-25 of the Act, units of local government may enact ordinances to prohibit cannabis businesses within their boundaries; and

WHEREAS, the “Winnetka Zoning Ordinance,” as amended (“**Zoning Ordinance**”), establishes, among other things, zoning districts and permitted land uses within those zoning districts; and

WHEREAS, pursuant to Sections 17.12.020, 17.16.020, 17.20.020, 17.24.020, 17.28.020, 17.32.010, 17.36.010, 17.40.020, 17.44.020, and 17.48.010 of the Zoning Ordinance, no building or lot may be used in a zoning district for any purpose other than those set forth in the aforementioned sections as permitted or special uses; and

WHEREAS, recreational cannabis businesses are not permitted or special uses in any of the Village’s zoning districts and, thus, prohibited in the Village; and

WHEREAS, on-premises and on-site consumption of cannabis is prohibited in the Village in all places deemed a public place within the meaning of the Smoke Free Illinois Act because the Village has not authorized or permitted on-premises and on-site consumption; and

WHEREAS, on July 7, 2019, the Village adopted Resolution No. R-65-2019 further affirming that recreational cannabis businesses are not permitted in any zoning district in the Village; and

WHEREAS, the Village Council has determined that it is prudent to continue to prohibit recreational cannabis businesses in the Village and make the prohibition more explicit to avoid any ambiguity or confusion (“**Proposed Amendments**”); and

WHEREAS, pursuant to Section 17.72.040 of the Zoning Ordinance, the Village Council has jurisdiction to conduct public hearings and adopt amendments to the Zoning Ordinance; and

WHEREAS, the Village Council, pursuant to proper notice, conducted a public hearing to consider the Proposed Amendments on September 17, 2019; and

WHEREAS, the Village Council has determined that adoption of the Proposed Amendments as set forth in this Ordinance is in the best interests of the Village;

Additions are bold and double-underlined; deletions are struck through

NOW, THEREFORE, the Council of the Village of Winnetka does 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: AMENDMENT TO SECTION 17.04.030 OF THE ZONING ORDINANCE. Section 17.04.030, titled “Definitions,” of Chapter 17.04, titled “Introductory Provisions and Definitions,” of the Zoning Ordinance shall be amended to read as follows:

“Section 17.04.030 Definitions.

For the purpose of this title, certain terms and words are defined as follows:

* * *

C.

1. Cannabis. “Cannabis” means marijuana, hashish, and other substances that are identified as including any parts of the plant Cannabis sativa and including derivatives or subspecies, such as indica, of all strains of cannabis, whether growing or not; the seeds thereof, the resin extracted from any part of the plant; and any compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or resin, including tetrahydrocannabinol (THC) and all other naturally produced cannabinol derivatives, whether produced directly or indirectly by extraction; however, "cannabis" does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except the resin extracted from it), fiber, oil or cake, or the sterilized seed of the plant that is incapable of germination. "Cannabis" does not include industrial hemp as defined and authorized under the Industrial Hemp Act. "Cannabis" also means concentrate and cannabis-infused products.

2. Cannabis Business Establishment. “Cannabis business establishment” means a cannabis cultivation center, craft grower, infusing organization, processing organization, dispensing organization, transporting organization, or any other form or type of business classified as a “Cannabis Business Establishment” in the Illinois Cannabis Regulation and Tax Act of 2019 (P.A. 101-0027), as the same may be amended from time to time.

43. Carport. "Carport" means an open-sided roofed shelter for motor vehicles, boats or trailers, usually formed by extension of the roof from the side of

Additions are bold and double-underlined; deletions are struck through

a building.

~~1-14~~ 14. Co-Working Space. "Co-working space" means office space (i) used in a hoteling model, (ii) used by individuals who are telecommuters, freelancers, self-employed or small businesses, and generally not employed by the same organization, (iii) used by individuals who subscribe to a membership to use such space, (iv) and is equipped with workspaces and facilities which allow for interaction and collaboration in groups or as a community. Co-working spaces may host classes or network events which are open either to the public or to current and prospective members.

~~1-55~~ 55. Coach House. "Coach House" means an accessory structure that contains no more than two accessory dwelling units, as defined in this section.

26. Commercial. "Commercial means relating to a business, see "Business."

37. Commercial Building. "Commercial building" means a building used in whole or in part for commercial purposes.

48. Commercial Half-Story. See "Half-story, Commercial," below.

59. "Common ownership" means direct or indirect legal or beneficial ownership of more than one lot or parcel of land by the same person or persons. For this purpose, ownership by the spouse of a person shall be considered the same as ownership by the person himself or herself.

~~610~~ 10. "Corner lot" means a lot situated at the junction of two or more streets.

~~711~~ 11. "Corner lot line" means the longest street line of a corner lot.

~~812~~ 12. "Corner yard" means a yard extending along the full length of a corner lot line and back to a line drawn parallel to the corner lot line, at a distance equal to the distance between the corner lot line and the nearest point of the building including, where applicable, the average front setback, but excluding any area included within a front yard.

~~913~~ 13. Court, Outer. See "Outer Court," below.

~~1014~~ 14. "Courtyard" means an area of open, unoccupied space, three sides of which are formed by buildings located on the same zoning lot and the entire fourth side of which abuts and is open and accessible to a public street.

* * *

Additions are bold and double-underlined; deletions are struck through

SECTION 3: 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 4: EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

PASSED this ____ of _____, 2019, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this ____ day of _____, 2019.

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 _____,
2019.

Introduced: _____, 2019

Passed and Approved: _____, 2019

Additions are bold and double-underlined; ~~deletions are struck through~~



TO: VILLAGE COUNCIL
FROM: VILLAGE MANAGER'S OFFICE
DATE: SEPTEMBER 17, 2019
SUBJECT: CANNABIS ZONING CORRESPONDENCE

Enclosed, please find correspondence received regarding the question about whether to allow the sale of recreational cannabis in the Village of Winnetka.

From: [Megan Pierce](#)
To: [Josie Clark](#)
Subject: FW: External: Cannabis
Date: Monday, September 16, 2019 12:18:00 PM

MEP

-----Original Message-----

From: Cari Alexander [[mailto:\[REDACTED\]](mailto:[REDACTED])]
Sent: Saturday, September 14, 2019 1:25 PM
To: ContactCouncil
Subject: External: Cannabis

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 Village Council,

I understand there is a meeting Tuesday to discuss the sale of cannabis in Winnetka. Unfortunately I am unable to attend, but I wanted to communicate my stance on this issue. Under no circumstances do I believe cannabis or anything cannabis related to be an appropriate type of business or product for our small, family-oriented community. I hope that you agree. Please feel free to contact me if you'd like. I appreciate you addressing this topic and giving residents a chance to voice our position given the recent changes in legislation.

Sincerely,
Cari Alexander
[REDACTED]

Sent from my iPhone

From: [Megan Pierce](#)
To: [Josie Clark](#)
Subject: FW: External: Cannabis shop
Date: Monday, September 16, 2019 12:18:29 PM

MEP

-----Original Message-----

From: Michelle Altieri [[mailto:\[REDACTED\]](mailto:[REDACTED])]
Sent: Saturday, September 14, 2019 12:21 PM
To: ContactCouncil
Subject: External: Cannabis shop

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.

No to a Cannabis shop. Kids are already getting addicted to vaping/juuling..

Having easy access and a close proximity to New Trier High School is not going to help anybody out.
Raise taxes another way.

Sent from my iPhone
Michelle Altieri

From: [Megan Pierce](#)
To: [Josie Clark](#)
Subject: FW: External: Cannabis
Date: Monday, September 16, 2019 12:18:57 PM

MEP

From: Marilyn Bartter [mailto: [REDACTED]]
Sent: Friday, September 13, 2019 6:05 PM
To: ContactCouncil
Subject: External: Cannabis

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.

I am opposed to any cannabis businesses in Winnetka.
Marilyn Bartter

From: [Megan Pierce](#)
To: [Josie Clark](#)
Subject: Fwd: External: Discussion on Recreational Cannabis
Date: Monday, September 16, 2019 9:32:07 PM

Sent from my iPhone

Begin forwarded message:

From: Sandra Berger <[REDACTED]>
Date: September 16, 2019 at 4:44:12 PM CDT
To: "contactcouncil@winnetka.org" <contactcouncil@winnetka.org>
Subject: External: Discussion on Recreational Cannabis

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.

Village Council,

I would like to go on record to oppose the sale of recreational pot in Winnetka. My experience in Al-Anon and other related family groups dealing with the effects of drug addiction have made me aware, that despite several public and media comments to the contrary, many individuals and families have suffered tremendously by the problems caused by the addiction to marijuana. It simply is not true that an individual cannot become addicted to marijuana. In my opinion, the potential tax revenue is a non-issue and very small and not in line with the values of protecting our families in the Winnetka community. Thank you,
Sandy Berger

Sandra Berger
[REDACTED]
Winnetka, IL 60093
[REDACTED]

From: [Megan Pierce](#)
To: [Josie Clark](#)
Subject: FW: External: Cannabis Shop
Date: Monday, September 16, 2019 3:31:54 PM

MEP

-----Original Message-----

From: anita bastin [[mailto:](#)]
Sent: Monday, September 16, 2019 3:30 PM
To: ContactCouncil
Subject: External: Cannabis Shop

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 Village Council,

My husband and I vehemently oppose a cannabis shop being allowed to open in Winnetka.

Regards,

Anita and Chris Bohn

Sent from my iPhone

From: [REDACTED]
To: [ContactCouncil](#)
Subject: External: Regulation of Cannabis Businesses
Date: Friday, September 13, 2019 4:22:01 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.

In response to your request for opinions, I am NOT in favor of allowing any form/type of cannabis businesses in the village of Winnetka.

Janet Brown

[REDACTED]

From: [REDACTED]
To: [ContactCouncil](#)
Cc: [REDACTED]
Subject: External: No Marijuana dispensaries in Winnetka, please
Date: Thursday, September 12, 2019 10:32:36 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.

Winnetka Council,

Please let's retain the high standards and genuine concern for the overall health and safety of our residents of all ages by keeping marijuana dispensaries out of our community. I can't even get my mind around the idea that selling recreational marijuana would be a good idea for our town. This isn't really being considered?

Thanks for listening.

Kathleen Clarke
[REDACTED], WN

Sent from my iPhone

From: [Megan Pierce](#)
To: [Josie Clark](#)
Subject: FW: External: cannabis
Date: Monday, September 16, 2019 12:17:25 PM

MEP

-----Original Message-----

From: Gretchen Dobie [[mailto:\[REDACTED\]](#)]
Sent: Sunday, September 15, 2019 8:52 PM
To: ContactCouncil
Subject: External: cannabis

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.

We should absolutely not allow any cannabis shops in our village. We are conservative with liquor licenses. Why would we invite this garbage in. Some communities have to take a stand to support families and healthy lifestyles. We have always emphasized our schools and our healthy living. Keep it out of our town.

Gretchen Dobie

[REDACTED]
winnetka

From: [Megan Pierce](#)
To: [Josie Clark](#)
Subject: FW: External: No marijuana retail sales in Winnetka please!
Date: Monday, September 16, 2019 12:18:45 PM

MEP

From: Melissa Durbin [mailto: [REDACTED]]
Sent: Friday, September 13, 2019 9:19 PM
To: ContactCouncil
Subject: External: No marijuana retail sales in Winnetka please!

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 Village Council,

Please do not allow shops to sell marijuana in Winnetka. There is so much research showing how terrible marijuana is for the brain, especially for the brains of adolescents. It is now being shown that marijuana can lower I.Q. and can cause depression. Anecdotally I can see this to be the case among the people I have known who have used marijuana. Allowing sales in the village would send a terrible message to our children and young people. I actually am in favor of legalization because I can see that criminalization does not work. But I don't want it sold here in Winnetka. That would totally go against our values of health and education. I know so many teens and young adults whose lives have been derailed by this terrible drug that many insist is harmless. It does not belong in Winnetka.

Thank you very much,

Melissa Durbin

[REDACTED]
Winnetka

From: [Megan Pierce](#)
To: [Josie Clark](#)
Subject: FW: External: Marijuana
Date: Monday, September 16, 2019 12:17:07 PM

MEP

From: Thomas Eilers [mailto: [REDACTED]]
Sent: Monday, September 16, 2019 8:14 AM
To: ContactCouncil
Subject: External: Marijuana

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.

To: Winnetka Village Board

From: Tom Eilers, Sr.

I have served two terms as Village Trustee and served on numerous committees and sub-Boards.

It was a privilege to serve the Village in these varied capacities and to get to know our residents and to learn what is valued in Winnetka.

Historically, Winnetka has been a leader when it counts and has used caution when it must.

Licensing of marijuana stores in Winnetka would be premature. This is a time for caution. Without the proper discernment of the many foreseen and unforeseen consequences of this action, to move forward on this issue would be precipitous and unnecessary.

Unnecessary because: (1) there is no urgency to license marijuana facilities and unnecessary because, (2) due to the strong financial stewardship of many citizens who have served on the Village Board, Winnetka does not need the relatively minor revenue contribution from sales taxes that might possibly be generated by marijuana sales.

There is no gain to Winnetka to follow the marijuana band. In this case. Leadership is exhibited through discernment and caution.

Tom Eilers, Sr



From: [Megan Pierce](#)
To: [Josie Clark](#)
Subject: Fwd: External: AGAINST: recreational pot retail stores in Winnetka
Date: Monday, September 16, 2019 9:32:45 PM

Sent from my iPhone

Begin forwarded message:

From: Karl Ellensohn <[REDACTED]>
Date: September 16, 2019 at 5:11:42 PM CDT
To: <contactcouncil@winnetka.org>
Subject: External: AGAINST: recreational pot retail stores in Winnetka

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.

Hi,

We have lived in Winnetka for over 25 years. When I heard the possibility of recreational pot retail stores in Winnetka even being considered in town I was shocked.

For the sake of maintaining our community and the safety of our children, present and future, please vote NO to every allowing pot sales in Winnetka. Any revenue is not worth the price of even considering.

Sincerely,
Karl Ellensohn
[REDACTED]

From: [Megan Pierce](#)
To: [Josie Clark](#)
Subject: FW: External: Cannabis
Date: Monday, September 16, 2019 12:18:50 PM

MEP

-----Original Message-----

From: Karen Essig [[mailto:\[REDACTED\]](#)]
Sent: Friday, September 13, 2019 6:41 PM
To: ContactCouncil
Subject: External: Cannabis

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 Village Council

I would like to state that I am not in favor of cannabis sale or distribution in Winnetka.

Thanks

Karen Essig
[REDACTED]

Sent from my iPhone

From: [Megan Pierce](#)
To: [Josie Clark](#)
Subject: FW: External: Recreational Pot Sales
Date: Monday, September 16, 2019 12:18:34 PM

MEP

From: Nina D. Gray [mailto: [REDACTED]]
Sent: Saturday, September 14, 2019 11:58 AM
To: ContactCouncil
Subject: External: Recreational Pot Sales

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.

To the President and Village Trustees of Winnetka,

Life is spinning at such a quick pace, with decisions made hastily but not always thoughtfully, that I urge you to put the sale of marijuana on hold for the time being. There should be no rush in bringing retail sale of recreational marijuana into our Village. My bottom line is that I do not support allowing retail sales of marijuana at all in our small community. What message does this give to our youth? That they “need” this product to thrive? That we condone this product? Those who live in Winnetka and who want to or already use recreational marijuana have ample means of knowing where and how to obtain it.

Instead let’s work on bringing relevant businesses to Winnetka, but not encourage controversial substances or gaming to fatten our tax base.

Sincerely,
Nina D. Gray
[REDACTED].

From: [Megan Pierce](#)
To: [Josie Clark](#)
Subject: FW: External: Marijuana in Winnetka
Date: Tuesday, September 17, 2019 8:14:45 AM

MEP

-----Original Message-----

From: Guillod, Debbie [<mailto:Debbie.Guillod@cbexchange.com>]
Sent: Monday, September 16, 2019 10:02 PM
To: ContactCouncil
Subject: External: Marijuana in Winnetka

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 Village Counsel Members,

As we all know marijuana use in any community is not an asset. It smells and it causes people using it to sit around loitering while using it. Homeless populations increase wherever it is endorsed.

Winnetka has strict restrictions on many types of stores (fast food) and businesses. (I think we should allow more fast foods for the high school kids btw,) but getting back to this...please do NOT allow any marijuana stores to open in Winnetka. We are a wonderful family community and please help us stay a safe place for kids to play and grow!!

Thank you
Debbie

Debbie Guillod
Coldwell Banker Residential Brokerage
Cell phone 303-807-5719
Email: debbie.guillod@cbexchange.com

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.

From: [Megan Pierce](#)
To: [Josie Clark](#)
Subject: FW: External: NO marijuana merchant zoning
Date: Tuesday, September 17, 2019 8:15:06 AM

MEP

From: Hoyt Hudson [mailto:[\[REDACTED\]](#)]
Sent: Tuesday, September 17, 2019 6:06 AM
To: ContactCouncil
Subject: External: NO marijuana merchant zoning

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.

Hi Village Council,

I just wanted to briefly register a firm “NO” with the council on allowing the zoning of any marijuana merchants in the village, which I understand you are considering today. As a parent of two middle-schoolers, I am against any action which makes it more likely for pot to get into their lives. Marijuana may be legal in Illinois, but Winnetka can opt out. The 1,000 foot setback is not sufficient, and the prospect of a little more tax revenue for the village is not worth it.

Thank you,
Hoyt Hudson
[\[REDACTED\]](#)

From: [Megan Pierce](#)
To: [Josie Clark](#)
Subject: Fwd: External: Cannabis shop in Illinois
Date: Monday, September 16, 2019 9:33:03 PM

Sent from my iPhone

Begin forwarded message:

From: Sunjay Joshi [REDACTED] >
Date: September 16, 2019 at 8:13:02 PM CDT
To: <contactcouncil@winnetka.org>
Subject: External: Cannabis shop in Illinois

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.

Winnetka needs a cannabis shop.

Sent from my iPhone

From: [REDACTED]
To: [ContactCouncil](#)
Subject: External: I Strongly Oppose Pot Stores in Winnetka
Date: Friday, September 13, 2019 4:49:51 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.

Please, don't even consider allowing the sale of recreational marijuana here! No amount of revenue can possibly be worth the damage to our children and reputation.

Robert Leonard
[REDACTED]

From: [Megan Pierce](#)
To: [Josie Clark](#)
Subject: FW: External: Marijuana licensing issue
Date: Monday, September 16, 2019 12:17:42 PM

MEP

From: Dan McNerney [mailto: [REDACTED]]
Sent: Sunday, September 15, 2019 1:07 PM
To: ContactCouncil
Subject: External: Marijuana licensing issue

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 Council Members,

I would like to voice my strong opposition to the question of whether the Village of Winnetka should allow licensing for dispensaries of marijuana.

In our country and society today, there are a record number of citizens either addicted or dying from addiction related diseases. There are a variety of societal factors fueling this epidemic and modern day tragedy. For people struggling with either addiction or mental health challenges making marijuana dispensaries available in our town would be offering them a temptation they do not need; and it would be turning a blind eye towards what is most healthy and best for our village and society. No amount of additional tax revenue is worth the prospect of losing another human life, or causing greater havoc for someone's emotional stability, especially for the younger people of our town.

Please do not believe the lie that marijuana is less addictive or harmful than alcohol. The marijuana today is much more powerful and capable of causing high levels of intoxication for the average consumer. There is no comparison between consuming a "couple of beers" versus smoking a "couple of joints". The Village of Winnetka does not need more people highly intoxicated and disoriented on our streets. Such an allowance would endanger the welfare of our citizens especially our innocent children potentially caught in harm's way.

Please vote against any measure which allows dispensaries in our town.

Dan McNerney
[REDACTED]
Winnetka

From: [Megan Pierce](#)
To: [Josie Clark](#)
Subject: FW: External: Cannabis business in Winnetka
Date: Monday, September 16, 2019 12:18:20 PM

MEP

From: Maggie Meiners [mailto: [REDACTED]]
Sent: Saturday, September 14, 2019 12:54 PM
To: ContactCouncil; Maggie Meiners
Subject: External: Cannabis business in Winnetka

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 Village Council-

I am writing in FAVOR of allowing the distribution and sale of cannabis in Winnetka.

I want to begin by letting you know that I am not a user of drugs or alcohol, so this has no affect on me personally. I am also not actually sure where I stand on the use of recreational marijuana, but it is indeed becoming a law in January and I have to put my personal conflict aside.

I imagine a lot of the opposition is a result of not knowing the repercussions of this kind of business. I, too, have some apprehensions, however looking at the big picture, Winnetka cannot afford to turn away retailers who want to do business in our village. Those community members who choose to use cannabis recreationally and/or medically will simply go elsewhere to purchase and thus, Winnetka will lose out on any revenue via rent, sales and taxes.

It is my experience that the brick and mortar retail landscape is shifting from traditional retail, such as children's clothing shops, to "service" such as bars, restaurants and entertainment venues. I feel that a cannabis dispensary falls under this category.

While there are retail shops in Winnetka that continue to remain open and do well, it would be to our benefit as a village to consider shifting our perspective and really consider consumer behavior in the 21st century.

Lastly, while Winnetka is a family friendly community, and the opposition may argue that cannabis would be too easily accessed by teens if we did, indeed have one in Winnetka, I can assure you the like adults, teens that are using such products are already getting it elsewhere.

I apologize that I am not able to comment publicly in person due to another commitment on Tuesday evening, but feel free to use this email and my name as you feel necessary.

I am also available to discuss further or answer any questions.

Thank you for your time, consideration and service.

Sincerely,

Maggie Meiners

[REDACTED]

Winnetka

From: [Megan Pierce](#)
To: [Josie Clark](#)
Subject: Fwd: External: Cannabis store
Date: Monday, September 16, 2019 9:31:22 PM

Sent from my iPhone

Begin forwarded message:

From: Katie <[REDACTED]>
Date: September 16, 2019 at 4:01:43 PM CDT
To: <contactcouncil@winnetka.org>
Subject: External: Cannabis store

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.

Hi,

I am not in favor of the cannabis store in Winnetka.

Thank you,
Katie Mikitka

Sent from my iPhone

From: [Megan Pierce](#)
To: [Josie Clark](#)
Subject: FW: External: Council meeting regarding Cannabis in Winnetka
Date: Monday, September 16, 2019 12:17:20 PM

MEP

From: Cecilia M. [mailto:]
Sent: Sunday, September 15, 2019 9:48 PM
To: ContactCouncil
Subject: External: Council meeting regarding Cannabis in Winnetka

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.

Greetings,

I've lived in Winnetka since 1983. I am a CASA (Court Appointed Special Advocate) volunteer. I represent in court abused and neglected children in the foster care system.

On August 7, 2019 I attended a presentation by Dr. Susan Sirota, MD, on the effects of different forms of marijuana, and the irreversible damage to the frontal lobe of teenagers. I have 23 pages of information on the dangerous consequences of cannabis. I need the consent of CASA Lake County to make a copy to give to the President's secretary; additional copies can be made to give to the attendees.

Needless to say, I plan to be present at the Council meeting.

Cecilia Milotti (Mrs.)

David Schoon

From: Cecilia M. [REDACTED] t>
Sent: Monday, September 16, 2019 1:32 PM
To: David Schoon
Subject: Medical information on the effects of marijuana
Attachments: Scan 2019-9-16 12.55.32.pdf; Scan 2019-9-16 13.01.48.pdf; Scan 2019-9-16 12.59.04.pdf; Scan 2019-9-16 13.00.53.pdf

Hello Mr. Schoon (I didn't catch your first name),

I am attaching a total of 23 pages of the hard copies of the slides of Dr. Sirota's presentation at CASA Lake County. The first page was saved before I fed the rest in the printer. Please let me know if any page is missing. I strongly suggest that all the pages be read, there isn't a lot of writing, it's just that the slides on the pages take up space.

The other attachment is of Dr. Sirota's to the village of Naperville.

Regards,

Cecilia Milotti (Mrs.)

My name is Susan Sirota. I am a pediatrician who has practiced in this community for over 20 years. Like all pediatricians, I am committed to promoting the health of children and adolescents.

1. I speak for physicians like myself and parents (like Mr. Hill), when I say we don't want to face yet another addiction crisis. Marijuana addiction is by no means a benign condition; it affects 1 in every 6 teen users. The AAP Policy Statement makes clear that an increase in availability to adults, even with restrictions, increases access for youth. Good public policy focuses on reducing access.

Given how challenged we have been both nationally and locally by the opioid epidemic, I can assure you marijuana dispensaries are not the answer to treating opioid addiction. In states where MJ has been legalized, opioid deaths have continued to increase; in IL between 2015 and 2017, we have seen a 75% increase in deaths from prescription opioids alone, despite a reduction in written prescriptions.

2. What about the relationship between MJ legalization and youth use? You might read that teen MJ use does not increase and could possibly decrease in states where there is medical or recreational MJ legalization.

It is important to consider what we know today. Current data shows the national average for teen past 30 day use (suggests regular use) is 6.5% or 1.6 million 12-17 year olds. IL is currently at 6.9%. States with some form of legalization have higher rates of use when compared to states without legalization. States with the highest teen use rates all have RMLs (recreational marijuana laws).

Review of use rates from 2016 to 2017 have not shown significant changes. Please keep in mind that MJ use rates that stay the same at a time where all other illicit drug use and binge drinking is the lowest it has been in the history of national youth surveys, represents a **significant concern**.

3. Finally, it can be confusing to evaluate medical research, and as doctors, we are trained to critically evaluate publications. With this, I want to point out some information about two studies commonly cited, when discussion related to marijuana dispensaries takes place.

First keep in mind that although these publications are referred to as "studies" they don't represent research that was designed to prove causation. Rather they are statistical analyses of existing data from national databases.

The first study: An article published by Dr. Marcus Bachhuber, in *JAMA Internal Medicine* in 2014 reviewed the impact of marijuana legalization on opioid deaths

nationally from 1999 to 2010, showing a reduction in opioid deaths. **However, this finding has not persisted.**

Dr. Keith Humphreys at Stanford published in June 2019 in the *Proceedings of the National Academies of Sciences* (NAS); he used the same methods as the 2014 JAMA study, but looked past 2014 to 2017--a time where most states had some form of legalization and what he found was that states with legal MJ, regardless of the type of law, saw opioid death rates that were 23% higher than expected.

The second piece, cited widely since recent publication, by Mark Anderson in *JAMA Pediatrics* from July 2019, reported on the impact of MJ legalization on youth use. Using CDC's Youth Risk Behavior Survey data from 1993 to 2017, he found no evidence that medical marijuana laws (MMLs) increase teen use but did find evidence that recreational marijuana laws (RMLs) may decrease past month use by 8%.

It is important to point out that while he reported this as national data encompassing several states with legalization, **IF recreational dispensary sales are the criteria for this study**, then **only 4 states** fall into the study's time frame (Colorado, Washington, Alaska, Oregon)--and **only in the final years of the time frame**. Like IL, most states pass laws in years prior to the year sales begin. **So we actually do not have substantial data to tell us what happens with youth use in the years after RMLs.**

Finally, what is perhaps more important, but not widely cited, is Dr. Dai's publication from June of 2019 in the *American Journal of Public Health*; using the same YRBS data from the same time period as Anderson, her **study found a 10-fold increase in teen marijuana use.**

Marijuana

- Marijuana refers to the dried leaves, flowers, stems, and seeds from the hemp plant, Cannabis sativa
- Made up of related chemicals called Cannabinoids that determine the effects from the plant: contains as many as 100 - 750 chemicals
- Drug has its effect through cannabinoid receptors throughout the body
- Two main receptor types throughout the body: CB₁ and CB₂
- Active ingredients:
 - delta-9-tetrahydrocannabinol (THC) --psychoactive
 - cannabidiol (CBD) --not psychoactive, calming



Endocannabinoid System

regulates neurotransmitter release, dial down effect

CB1 receptors

BRAIN

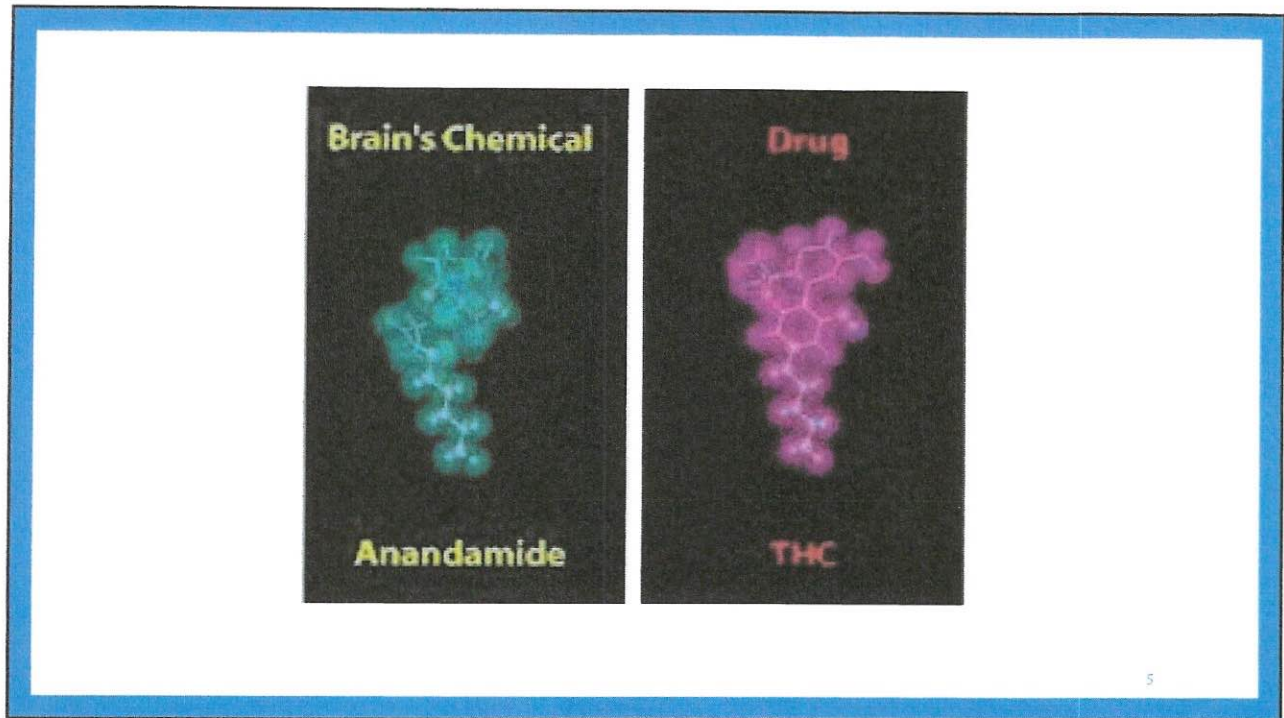
Heart
Pancreas
Muscle
Testis, ovaries
Uterus
Prostate
Vascular tissue
Immune cells

CB2 receptors

BLOOD CELLS

IMMUNE CELLS

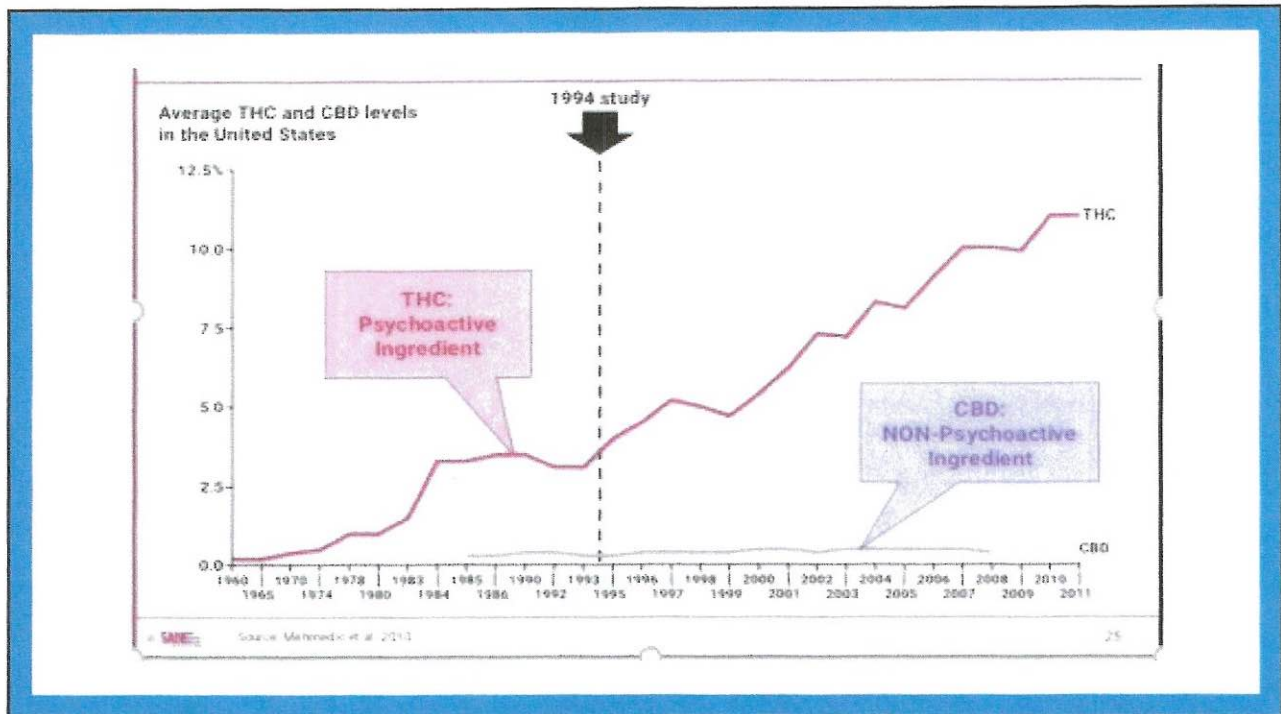
Brain
Heart
Adrenal
Intestinal tract
Pancreas
Bone
Smooth muscle
Reproductive organs



CBD: Cannabidiol

- Peak oral blood levels – about 3 hours, highly lipophilic, 13-19% bioavailable
- CBD, however, does not appear to bind to either CB1 or CB2 but might possess neuroprotective and anti-inflammatory effects
- Possible sedation at high doses
- Reduced appetite
- No bioconversion of CBD to THC
- There is not sufficient research on efficacy and safety or long-term neurocognitive effects of CBD
- There is no regulation of product and there is risk of contamination











HOW IS MARIJUANA USED: SMOKING AND INHALING






HOW IS MARIJUANA USED: EATING AND DRINKING

9



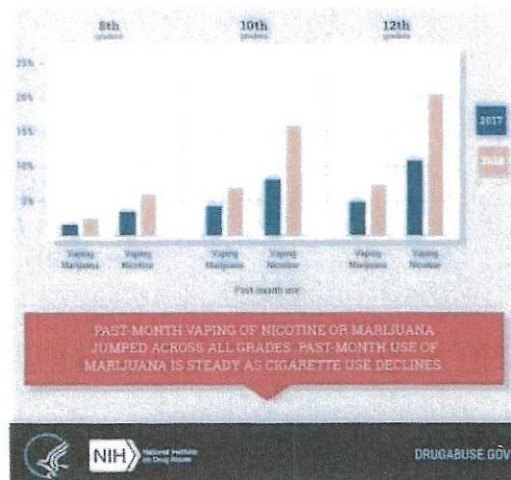
National Trends: Teens

In the prior year...

- Alcohol use is 60% lower than its peak and binge drinking continues to decline for all grades
- Misuse of prescription pain medication are at historic lows
- Past year use of drugs other than marijuana are at the lowest level in the history of the survey for all ages
- Heavy use of marijuana in teens increased 40% from 2008 to 2013. Past year use held steady at high levels in 2018 (following increase in 2017). Vaping marijuana rose by half in 2018. Perception of risk is the lowest in 4 decades.
- Daily marijuana use exceeded cigarette use for high schoolers; teens are three times more likely to use marijuana than cigarettes.

90% of Addiction starts in the teen years

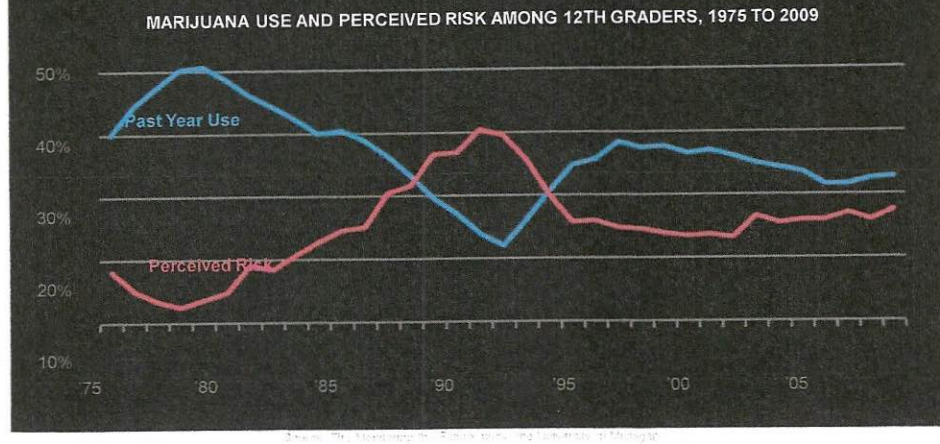
Monitoring The Future Survey, 2018



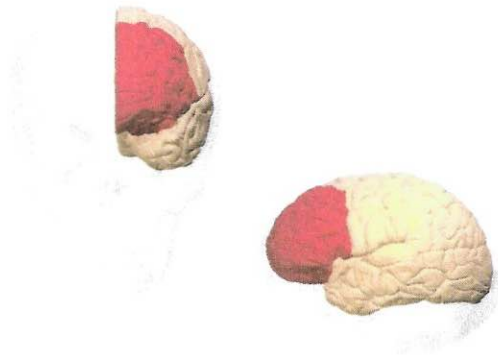
*Other illicit drug use is at historic lows

MTF 2018

Changes in Perceptions Lead to Changes in Reality



Impact on the Teen Brain: It's Undeveloped



20% of the brain remains undeveloped

- The worst time to introduce substances
- Pre-frontal cortex is the area damaged from substance use
- The risk of addiction is 3 to 5 times greater when use starts in the teen years

Brain development/Addiction

Marijuana impacts pregnancy/fetal neurodevelopment

Risk of long-term problems with learning and memory

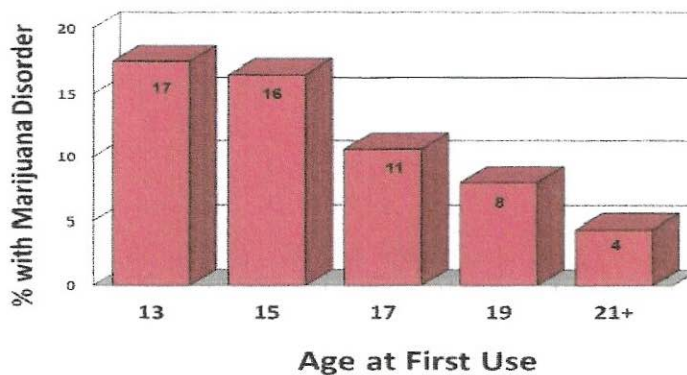
Depression/Anxiety/Psychosis

Marijuana use may be associated with other substance use

Marijuana is Harmful: What Does the Research Show?

15

Risk of Marijuana Problem by Age of First Use



Overall, about 1 in 6 teen users become marijuana-addicted

16

Marijuana is Harmful: Short-term

- Impaired short-term memory interferes with learning and retaining information
- Impaired motor coordination increases risk of injury at work and driving
- Altered judgment increases risk of sexual assault and behaviors that increase STIs
- High doses cause paranoia and psychosis and can cause suicide



Marijuana is Harmful: Long-term

- Addiction: 9% overall, 17% (1/6) teens, up to 50% daily users
- Poor educational outcome
- Cognitive Impairment with lower IQ
- Diminished achievement and life satisfaction
- Chronic Bronchitis
- Increased anxiety and depression, diminished executive function
- Increased risk of chronic psychosis/schizophrenia
- Motor Vehicle Injury and Death
- Possible role as a Gateway Drug



Long-term Brain Effects

- Marijuana affects brain development in teens
- Individuals who started smoking marijuana heavily in their teens with an ongoing Cannabis Use Disorder lost an average of 8 IQ points between ages 13 and 38. (Meier et al., 2012)
- The lost cognitive abilities did not fully return in those who quit using marijuana as adults.
- Those who started smoking marijuana as adults did NOT show significant IQ declines (Meier, 2012).

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The Link: Marijuana & Mental Illness

- Studies have shown that regular use of marijuana carries a significant increased risk of developing psychotic illnesses
- Higher risk for:
 - Those with a family history of the disorders
 - Those with a psychosis-prone personality
 - Those who start using in early adolescence.
- Risks increase with potency and frequency of use

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The Research: Marijuana, Teens and Mental Health

- ✓ Adolescents who use marijuana have a 2-4 fold increase risk of developing psychosis and this risk is dose-dependent (Hall and Degenhardt, 2009)
- ✓ Marijuana, especially high potency marijuana, may cause acute anxiety attacks and psychosis (Hall and Degenhardt, 2009). MJ accounted for 461,028 ED visits in 2012 (DAWN, 2013).
- ✓ Controlling for other possible confounders, those who use marijuana are twice as likely to have had a suicide attempt requiring hospitalization (Hall and Degenhardt, 2009).
- ✓ Symptoms of withdrawal include anxiety and depression (Budney et al., 2002).
- ✓ Marijuana withdrawal causes a doubling in aggressive episodes compared to controls (Kouri et al., 1999; Smith et al., 2013).

22

Marijuana and Driving Don't Mix

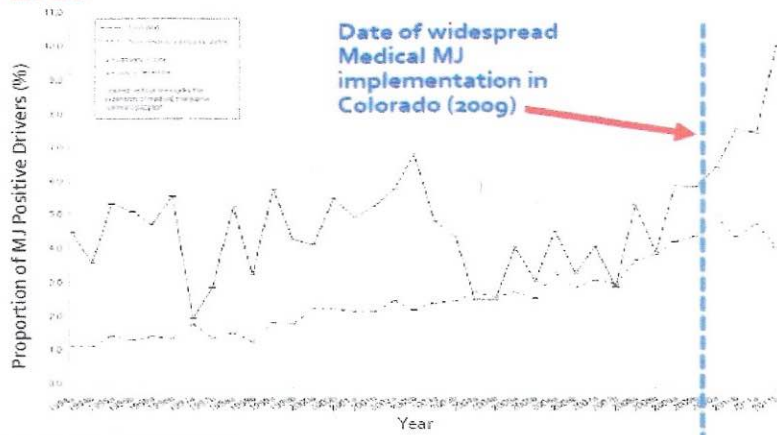


Impact of THC:

- Impaired attention
- Impaired working memory
- Impaired coordination
- Impaired reaction time
- Impaired visual perception

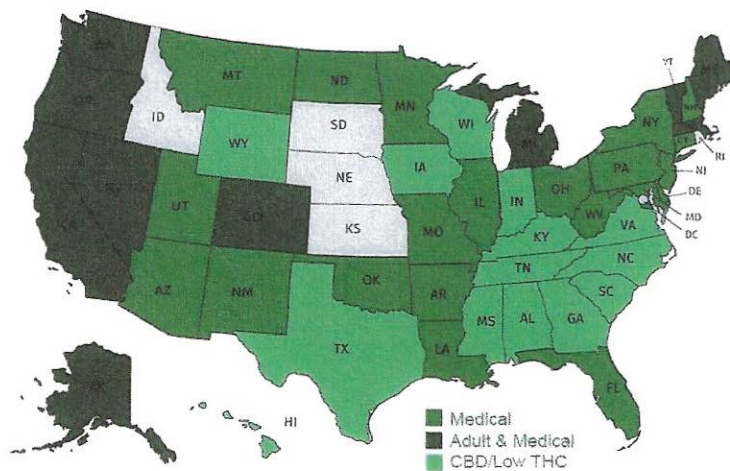
22

Proportion of fatal crash drivers MJ-positive in Colorado and 34 states without medical MJ, 1994-2011



23

Our Country Is Going Green



Marijuana is Not a Medicine



25

Current Situation: Policy is Ahead of Science

- Voting on treatments, bypassing scientific, FDA process, in favor of larger political and legalization agendas
- Most major medical groups oppose medical marijuana (AMA)
- Areas with medical marijuana dispensaries have more crime, youth access, increased use, and are more concentrated in areas where income levels are lower

Current Situation

- 3/5 of population lives under medical marijuana; 34 medical; 11 and DC legalized
- Limited evidence of therapeutic benefit for any condition
- There is not one study of marijuana that included children
- Less than 3% of state "medical marijuana" users have cancer, HIV, or glaucoma.
 - Could exacerbate symptoms (American Glaucoma Society)
- Vast majority are white males in 30s and 40s with self-diagnosed pain.
- Vast majority of cancer doctors and other physicians do not recommend smoking or ingesting marijuana.

Cannabis-Based Medicines

- Research on the efficacy of cannabinoids is focused on the individual components that may have medical use
- FDA approved in US: dronabinol (Marinol, Syndros), nabilone (Cesamet) for anorexia in AIDS, nausea/vomiting with chemo, Epidiolex for Dravet
- naxibimol (Sativex) is in the process of being studied; administered via an oral mouth spray, MS treatment
- THC:CBD - 1:1
- Potential for treatment of addiction
- Approved in Canada and across Europe



From a report commissioned by cigarette manufacturer Brown and Williamson (now merged with R.J. Reynolds) in the 1970s.

“The use of marijuana ... has important implications for the tobacco industry in terms of an alternative product line. (We) have the land to grow it, the machines to roll it and package it, the distribution to market it. In fact, some firms have registered trademarks, which are taken directly from marijuana street jargon. These trade names are used currently on little-known legal products, but could be switched if and when marijuana is legalized. Estimates indicate that the market in legalized marijuana might be as high as \$10 billion annually.”

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Big Tobacco

BloombergGadfly ▼

Big Tobacco's Pot of Gold

ALTRIA GROUP INC +0.12

REYNOLDS AMERICAN INC -0.10



61.35



48.31

Wine, chocolate -- pot.

If the estimated \$45 billion or so of yearly demand for recreational marijuana is in the right ballpark, then more Americans crave cannabis than cabernet or candy bars. And as legalization efforts pull marijuana sales out of the shadows of the black market, an industry is, er, budding.

source: <http://www.bloomberg.com/gadfly/articles/2016-04-20/marijuana-could-be-big-tobacco-s-next-pot-of-gold>



30

Medical Marijuana in Illinois



- 40 -> 42 approved chronic diseases
 - Chronic pain not "approved"
 Opioid Alternative Pilot Program 2018
- Physicians *CERTIFY* patients (No Prescription)
- Recipients under age 18 (2 physicians certifying)
- 2.5 ounces permitted per 14 day period
- May not be used in public or transported in an open container
- Nearby dispensaries (BG, DF, Mundelein)

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State of Illinois
Illinois Department of Public Health

Illinois Medical Cannabis Pilot Program Physician Written Certification Form

DEBILITATING MEDICAL CONDITION

The qualifying patient is diagnosed with and is currently undergoing treatment for the following debilitating medical condition(s) (check all that apply).

- | | | | |
|---|---|---|---|
| ☐ cancer | ☐ spinal cord disease: (including but not limited to arachnoiditis) | ☐ traumatic brain injury (TBI) and post-concussion syndrome | ☐ seizures (including those characteristic of Epilepsy) |
| ☐ glaucoma | ☐ Tarlov cysts | ☐ multiple sclerosis | ☐ positive status for human immunodeficiency virus (HIV) |
| ☐ amyotrophic lateral sclerosis | ☐ hydromyelia | ☐ Arnold-Chiari malformation and Syringomyelia | ☐ acquired immune deficiency syndrome (AIDS) |
| ☐ hepatitis C | ☐ rheumatoid arthritis (RA) | ☐ spinocerebellar ataxia (SCA) | ☐ chronic inflammatory demyelinating polyneuropathy |
| ☐ Crohn's disease | ☐ fibrous dysplasia | ☐ Parkinson's disease | ☐ neurofibromatosis |
| ☐ agitation of Alzheimer's disease | ☐ spinal cord injury damage to the nervous tissue of the spinal cord with objective neurological indication of intractable spasticity. | ☐ Tourette's syndrome | ☐ causalgia |
| ☐ myasthenia gravis | ☐ syringomyelia | ☐ myoclonus | ☐ Sjogren's syndrome |
| ☐ hydrocephalus | | ☐ dystonia | ☐ lupus |
| ☐ residual limb pain | | ☐ reflex sympathetic dystrophy, RSD (complex regional pain syndromes Type I) | ☐ interstitial cystitis |
| ☐ nail-patella syndrome | | ☐ CRPS (complex regional pain syndromes Type II) | |
| ☐ muscular dystrophy | | | |
| ☐ severe fibromyalgia | | | |
| ☐ cachexia/wasting syndrome | | | |
- Indicate underlying chronic or debilitating disease or medical condition:
-

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Who Can Certify?

- **Must be a doctor of medicine or osteopathy licensed under the Medical Practice Act of 1987**
- **Must have a controlled substances license under Article III of Illinois Controlled Substances Act**
- **Must be in good standing to practice medicine in Illinois**
- **Must have a bona fide physician-patient relationship with the patient they are certifying for medical cannabis**
- **No longer required to recommend; only required to verify relationship and confirm qualifying condition**

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Your Nearby Dispensary

Illinois Dispensaries | Map

Illinois dispensaries opened Monday, Nov. 5th. Find all state-licensed Illinois dispensaries below.



Holy Grail Kush	★★★★★ (5)
Indica, 2011 Cannabis Cup Winner	
Island Sweet Skunk Dry Sift	★★★★★ (5)
100% available	
Jah Kush	★★★★★ (5)
Sativa Dominant, greens and 100% available	
OG #18	★★★★★ (5)
Indica 100%	
Platinum Girl Scout Cookies	★★★★★ (5)
Indica 100%	

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Current Legislation

- The Illinois General Assembly passed the Compassionate Use of Medical Cannabis Pilot Program Act in 2013, expanded to 2020, Opioid Alternative Pilot Program
- Medical Cannabis Program: Since its inception in November 2015, retail sales from 53 authorized dispensaries have topped \$67 million in Illinois and there have been over 20,000 qualifying patients participate (June 2017)
- In July 2016, Illinois reduced punishment for under 10 grams of cannabis to a \$100–200 fine, rather than a misdemeanor as previously
- March 2017, Illinois lawmakers proposed legalizing recreational marijuana in the state
- Sales could generate an estimated \$350 to \$700 million a year (based on CO experience)
- In Illinois it was not be by referendum, but by legislative action
- HB 1438 Legalizing or commercializing marijuana

HB 1438: The Cannabis Regulation and Tax Act

- Signed into law June 2019
- Legalizes possession: 30 g raw, infused with no more than 500 mg THC, 5g concentrated forms (non-residents may purchase half the amount)
- Expungement for cannabis offenses; automatic up to 30 g; petition court 30–500g (~770,000 records will be eligible)
- Allows medical patients to home grow; up to 5 plants
- Benefits to communities impacted by inequities; points for business application, access to financial resources for start-up costs, resources to communities
- Sales begin January 2020
- Multiple business types: dispensary, infuser, transporter, craft grower, cultivation center
- Taxes: 10% < 35% THC, 20% infused/edibles, 25% > 35% THC + 6.25% state + 3.5% local



What Have We Learned From Other States?

More black and Hispanic teens are being arrested for marijuana in Colorado after legalization than before.

Overall use in CO and WA is both higher than and rising faster than the national average for teens

Youth use rates in states that have legalized marijuana outstrip those that have not

Marijuana offenses in Colorado elementary and high schools have increased 34% since legalization

COLORADO NOW RANKS #1 IN MARIJUANA USE BY MINORS

THE OVERALL NUMBER OF TRAFFIC DEATHS RELATED TO MARIJUANA HAS ALSO RISEN SHARPLY IN CO

What Have We Learned From Other States?

Colorado has more marijuana businesses than McDonalds and Starbucks combined (940 vs 322)

Washington State has more marijuana businesses than Starbucks or McDonalds (735 vs 559 vs 326)

Black Market activity doesn't decrease following legalization

Alcohol consumption has risen in Colorado after legalization (marijuana use doesn't displace alcohol use)

Accidents, injuries, absenteeism, and disciplinary problems among marijuana users all increase costs for employers

Over half the marijuana tax dollars promised for drug prevention, education & treatment in Washington was diverted to the general fund

Marijuana Legalization Impact

Diversion to youth: Colorado teen rate of use is 50% higher than national average

Crashes with drivers testing positive for THC rise 30%

Emergency Room visits rise almost 40%

Hospitalizations rise about 40%

More positive workplace tests

How Do You Respond?

"It's legal, so what's the big deal?" "It's safer than alcohol or tobacco." "Similar to other legal substances, marijuana carries some risks."

"Marijuana is all natural." "Marijuana may also contain harmful contaminants. Many all-natural substances are known to harm human health."

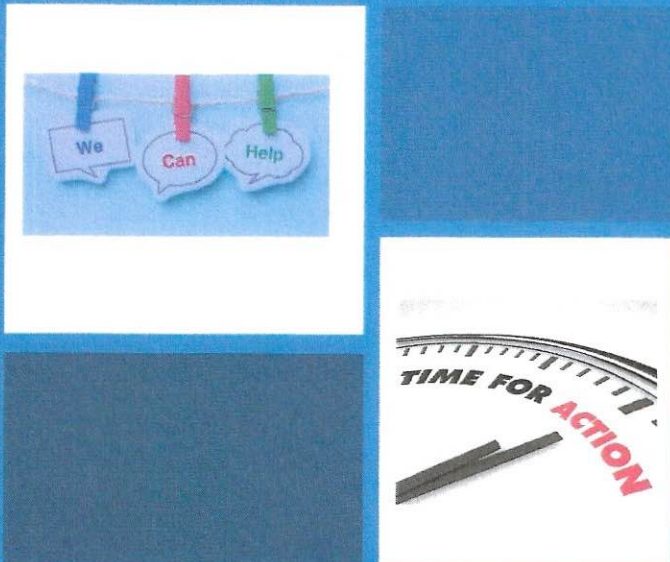
"It treats serious health conditions and works better than prescriptions." "It is important that serious medical conditions be managed by a qualified healthcare provider; self-treatment could cause harm."

"No one ever died from an overdose of marijuana." "ER visits in states with legal marijuana are increasing due marijuana intoxication." "More teens are dying from drugged driving."

"It's not addictive." "Marijuana can be addictive."

"It helps with stress and anxiety." "It is important to identify and address underlying causes of stress and anxiety for long-term health and well-being." "Marijuana use can increase anxiety."

"It's OK to drive after smoking pot." "Drivers using marijuana are 2 times more likely to crash."



What Can you Do?

- Continue to educate yourself about the impact of marijuana on your patients
- Continue to educate your clients and their parents about the impact of marijuana on their health and the negative impact on mental health
- Recommend evidenced-based treatments for mental health conditions
- Advocate for your patients; express your professional views to your state legislators

Resources for Professionals

- SAM learnaboutsam.org
 - Bipartisan anti-marijuana legalization group of professionals working in mental and public health
- SAMHSA
 - Mission is to reduce the impact of substance abuse and mental illness on America's communities
- NIDA
 - Mission is to lead the Nation in bringing the power of science to bear on drug abuse and addiction.
- drugfree.org
- drugabuse.gov
- AAP Richmond Center; www.aap.org/richmondcenter

Resources for Professionals

- aap.org
- [The Unbiased Truth about the World's Most Popular Weed](#)
Kevin P Hill, MD
- <https://www.aap.org/en-us/advocacy-and-policy/aap-health-initiatives/Mental-Health/Pages/substance-use.aspx>
- [ACOG Committee Opinion, Marijuana Use During Pregnancy and Lactation, Interim Update, Number 722, October 2017](#)
- [AAP Clinical Report on Substance Use and SBIRT June 2016](#)
<http://pediatrics.aappublications.org/content/early/2016/06/16/peds.2016-1211>
- [Marijuana: What Parents Need to Know](#); <https://www.healthychildren.org/English/ages-stages/teen/substance-abuse/Pages/Marijuana-Cannabis.aspx>
- [Drug Abuse Prevention Starts with Parents](#); <https://www.healthychildren.org/English/ages-stages/teen/substance-abuse/Pages/Drug-Abuse-Prevention-Starts-with-Parents.aspx>
- [NIDA; NIH; US Dept HHS; Monitoring The Future 2017 Survey Results: Dec 2017](#)

43

Conclusion

- Marijuana Legalization is here
- Marijuana is an addictive drug; its use among teens is the highest in 35 years and increasing
- The teen brain is uniquely vulnerable to the effects of marijuana
- There is a distinction between decriminalization, evidenced-based treatment and legalization for purposes of commercialization
- Understanding current marijuana trends will enhance your ability to advocate for and promote the health of our youth

44

Sources

- AAP State Marijuana Laws, Updated: May 2017
- CDC, Youth Risk Behavior Survey, www.cdc.gov/yrbs
- NIDA; NIH; US Dept. HHS; Monitoring The Future 2017 Survey Results: Dec 2017
- United States Dept. of Justice Drug Enforcement Administration Demand Reduction Section. What You Should Know About Marijuana Concentrates, Also Known As: THC Extractions. Dec 2014
- Smart Approaches to Marijuana; SAM; <https://learnaboutsam.org/>
- AAP Committee on Substance Use and Prevention, Clinical Report: Counseling Parents and Teens About Marijuana Use in the Era of Legalization of Marijuana. Pediatrics. Feb 2017; 139 (3), e2016069
- NIH; National Institute on Drug Abuse; www.drugabuse.gov
- The Unbiased Truth about the World's Most Popular Weed, Kevin P Hill, MD
- Adverse Health Effects of Marijuana, Nora Volkow et al, NEJM 2014; 370: 2219-2227
- Recreational Cannabis-Minimizing the Health Risks from Legalization, Kilmer, NEJM 2017; 376: 705-707

Questions?

Susan Sirota, MD
 Pediatric Partners
 A Division of PediaTrust
ssirota@pediatrtrust.com



www.standstrongcoalition.org

45

From: [Megan Pierce](#)
To: [Josie Clark](#)
Subject: FW: External: Dispensaries in Winnetka
Date: Monday, September 16, 2019 12:17:30 PM

MEP

-----Original Message-----

From: claudia montgomery [[mailto:\[REDACTED\]](mailto:[REDACTED])]
Sent: Sunday, September 15, 2019 8:42 PM
To: ContactCouncil
Subject: External: Dispensaries in Winnetka

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.

We are strongly opposed to dispensaries in Winnetka.
Claudia & Gordon Montgomery
[REDACTED]

Sent from my iPhone

From: [Megan Pierce](#)
To: [Josie Clark](#)
Subject: FW: External: Cannabis
Date: Monday, September 16, 2019 12:12:42 PM

From: Niehoff, Philip J. [mailto:]
Sent: Monday, September 16, 2019 10:32 AM
To: ContactCouncil
Subject: External: Cannabis

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.

I am stridently against permitting retail sales of recreational use cannabis in the Village of Winnetka. I am horrified to even think that the Village Board is even considering such a move. The Village should not encourage the use of recreational cannabis by enabling an easy way for children or adults to get their hands on it. I fully understand that children won't be able to purchase directly from a retail location, but it naturally follows that if it is easy for adults to get their hands on it that children will have easier access as well because a parent or older friend gives it to them, or they dip into their parent's stash, etc. Use by adults could lead to an increase in crime as those whose cognitive abilities are impaired tend to do stupid things, like stealing, creating a public nuisance, etc., let alone getting behind the wheel of a vehicle while under the influence. Studies have shown that use of cannabis by minors can affect brain development and cognitive abilities. Furthermore the sale of cannabis is still unlawful under Federal law. I appreciate the additional revenue that the Village would receive by permitting the sale of cannabis in the village, but I believe that the possible detriments, only some of which are noted above, greatly outweigh the benefits of the additional revenue.

Philip J. Niehoff / Mayer Brown LLP / 71 South Wacker Drive, Chicago, Illinois 60606
Telephone: +1 (312) 701-7843 / Facsimile: +1 (312) 706-8180 / pniehoff@mayerbrown.com

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From: [Megan Pierce](#)
To: [Josie Clark](#)
Subject: FW: External: Cannabis Public Hearing September 17
Date: Monday, September 16, 2019 3:46:34 PM

MEP

From: Silvi Pirn [mailto:]
Sent: Monday, September 16, 2019 3:40 PM
To: ContactCouncil
Subject: External: Cannabis Public Hearing September 17

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 Village Council,

I am a member of the newly-formed North Shore Coalition for a Drug-Free Community whose mission it is to reduce adolescent substance use and abuse across New Trier Township.

I am also the youth director at Kenilworth Union Church. Many of our members live in Winnetka.

I am writing to encourage a cautious approach as you consider changing zoning regulations for cannabis-related businesses.

There is a lot we don't know. But we do already know that marijuana, like vapes, will be aggressively marketed to appeal to teens. Medical marijuana, according to the [Verilife Evanston Dispensary website](#), is already labeled with names like "Orange", "Blue Dream", "Alien Rock Candy" and classified as "beginner", "classic" and "potent". No doubt recreational marketing will be even more aggressive.

As you may know, cannabis use and abuse is already prevalent among teens on the North Shore, too often to the detriment of their health and welfare and to the healthy function of their families and peer groups.

I encourage Winnetka to follow Wilmette's lead, enacting a moratorium until more information about the new law and its effects are known, or until residents have an opportunity to vote in a public referendum, which Wilmette proposes to include on their ballot in November 2020.

Thank you for your attention.

Sincerely,

Silvi Pirn

Director of Youth Ministry
Office: 847-853-2105
Cel: 312-719-7191
kucyouth.org

Kenilworth Union Church
211 Kenilworth Avenue
Kenilworth, Illinois 60043
kuc.org

From: [Megan Pierce](#)
To: [Josie Clark](#)
Subject: FW: External: Opposition to Marijuana Stores in Winnetka
Date: Monday, September 16, 2019 12:17:36 PM

MEP

From: King Poor [mailto:████████████████████]
Sent: Sunday, September 15, 2019 5:36 PM
To: ContactCouncil
Subject: External: Opposition to Marijuana Stores in Winnetka

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 Council Members,

My wife Hope and I have lived in Winnetka for 37 years and have raised four children in the Winnetka school system from kindergarten through New Trier. Also, I have been involved for many years in the policy-making process of our village -- having served two terms as a village trustee as well as chair of the Zoning Board of Appeals, and chair of the Caucus Village Platform Committee.

We write you to voice our opposition to licensing marijuana stores in our Winnetka. As we see it, there are at least three strong reasons not to allow marijuana stores in our village:

1. Out of Character. Historically, the council has been very careful to maintain the essential character of our village when it comes to land use issues. We're all familiar with the efforts not to allow taverns or bars. Also, about ten years ago, the council considered a similar situation when it came to video gaming. The General Assembly had approved state-wide video gaming, but allowed each municipality to opt out. As a council, we unanimously determined that allowing video gaming would be incompatible with the character of Winnetka and voted to opt out. Marijuana stores would be similarly incompatible with Winnetka's character.

2. Many Unknowns and No Need to Rush. Legalizing recreational marijuana does not even take effect until January 1. And there are many unknowns with this change. Winnetka does not need to be among the first

to allow marijuana stores. Other towns of similar size -- for example, Lake Forest and Lake Bluff -- have already opted out, as has one of Illinois' largest municipalities, Naperville. At the same time, there will still be places for people to buy marijuana elsewhere, such as Evanston.

3. We're Not That Desperate for Sales Tax.

Thanks to the good stewardship of the village council and staff, Winnetka is quite sound financially. Any sales tax that might be raised from the sales of marijuana would be negligible -- and certainly not worth jeopardizing the character of Winnetka and putting the village at risk of a variety of unknowns.

For all these reasons, we urge you not license marijuana stores in our village.

Sincerely,

King and Hope Poor



Winnetka

From: [Megan Pierce](#)
To: [Josie Clark](#)
Subject: FW: External: Please NO Cannabis in Winnetka
Date: Monday, September 16, 2019 12:18:04 PM

MEP

-----Original Message-----

From: Cynthia Rapp Hopkins [[mailto:\[REDACTED\]](#)]
Sent: Saturday, September 14, 2019 12:57 PM
To: ContactCouncil
Subject: External: Please NO Cannabis in Winnetka

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.

Hello,

Please do not allow cannabis businesses to operate in Winnetka.

It would be ill-advised to have cannabis businesses in close proximity to a regional high school.

Thank you for your consideration and your public service.

Kind Regards,
Cynthia Rapp

From: [Megan Pierce](#)
To: [Josie Clark](#)
Subject: FW: External: Fwd: Please vote against retail cannabis sales in Winnetka
Date: Monday, September 16, 2019 3:49:33 PM

MEP

From: Nicole Roberts [mailto: [REDACTED]]
Sent: Monday, September 16, 2019 3:46 PM
To: ContactCouncil
Subject: External: Fwd: Please vote against retail cannabis sales in Winnetka

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.

From: Nicole Roberts < [REDACTED] >
Date: September 16, 2019 at 3:43:22 PM CDT
Cc: David Roberts < [REDACTED] >
Subject: Please vote against retail cannabis sales in Winnetka

Hello Winnetka Village Council,

Thank you for your service to this community. I was told that you will be considering a proposal for retail cannabis sales in the village. I am writing to voice my and my husband's strong opposition. Like so many others, we moved to winnetka so that our children could enjoy a safe, healthy, and nurturing community in which to reach their full potential. Marijuana sale will damage the village's image and character as a friendly place to raise children, and normalize drug use for impressionable children and teens. Marijuana's health benefits are unproven, whereas the negative externalities it causes are well documented.

For the reasons mentioned above, Marijuana remains illegal under federal law, and federal law reins supreme.

Please ignore the lure of marijuana dollars which has corrupted our state government, and vote no. We trust that you will keep our community safe.

Respectfully,

Nicole and David Roberts

[REDACTED]

Sent from my iPhone

From: [Josie Clark](#)
To: [Josie Clark](#)
Subject: RE: External: Cannabis "opt out" hearing
Date: Monday, September 16, 2019 1:58:22 PM

From: Nat Roberts [mailto: [REDACTED]]
Sent: Monday, September 16, 2019 11:53 AM
To: ContactCouncil
Subject: External: Cannabis "opt out" hearing

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 Village Trustees,

Thank you for your time managing the affairs of our Village.

I understand you will be considering whether Winnetka should permit the retail sale of Cannabis in the Village's Zoning Code at your upcoming meeting. Please vote to prohibit this use in Winnetka. If someone feels strongly enough about their new state right, I am sure they will be able to make their way to another town that permits the sale. Winnetka has worked for generations to make itself a very family friendly town and we don't need to add this retail use to our downtowns.

Thank you.

Nat Roberts
[REDACTED],
Winnetka

From: [Megan Pierce](#)
To: [Josie Clark](#)
Subject: FW: External: Cannabis shop proposal
Date: Monday, September 16, 2019 3:31:37 PM

MEP

-----Original Message-----

From: Alicia Rosauer [[mailto:\[REDACTED\]](mailto:[REDACTED])]
Sent: Monday, September 16, 2019 3:18 PM
To: ContactCouncil
Subject: External: Cannabis shop proposal

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 Village Council,

I'd like to offer my opposition to any prospective cannabis shop in Winnetka. I do hope there will be a referendum on this issue.

Thank you,
Alicia Rosauer

[REDACTED]
Winnetka

Sent from my iPhone

From: [REDACTED]
To: [ContactCouncil](#)
Subject: External: pot
Date: Friday, September 13, 2019 3:55:18 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 husband and I are strongly opposed to the selling of cannabis in any form in our village
Unfortunately we are out of town or we would be there Thankyou very much
Debbie and Jeff Ross

From: [Megan Pierce](#)
To: [Josie Clark](#)
Subject: FW: External: Cannabis Public Hearing September 17
Date: Monday, September 16, 2019 3:56:59 PM

MEP

From: Bob Sanfilippo [mailto:]
Sent: Monday, September 16, 2019 3:52 PM
To: ContactCouncil
Cc: Kim Hassenfeld
Subject: External: Cannabis Public Hearing September 17

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 Village Council Members,

The Counseling Center of the North Shore is a nonprofit mental health center located in Hubbard Woods (and was formerly known as Family Service Winnetka-Northfield).

Based on our center's clinical work with clients dealing with substance use issues and our reading of the research regarding the impact of marijuana usage on developing brains, we recommend that the Village Council, for now, place a moratorium on cannabis-related businesses operating in the village. A moratorium would give the Village Council time to learn about the long-term health effects of marijuana, to study the potential linkage between availability and underage use, and to solicit input from residents.

Here is a brief summary of the health effects of marijuana usage from the U.S. Department of Health & Human Services [website](#):

"Most people agree that marijuana use hurts adolescents more than adults. However, anyone who uses marijuana may suffer from negative health effects, such as testicular cancer, heart attacks, respiratory disease, a weakened immune system, pregnancy complications, and low birthweight. In addition to physical health effects, marijuana use also is linked with cognitive problems; low academic achievement and other educational outcomes; impaired social functioning; and mental health disorders, including depression and anxiety."

The National Institutes of Health has created a website for teens, parents and educators on drugs and their effects on the brain and body. This [webpage](#) provides information on marijuana and its effects.

While the legalization of marijuana has led to the belief that it is a harmless drug, research indicating that is not the case is growing. This [article](#) published by the American College of

Pediatricians highlights learnings from the research, including:

- Marijuana is addictive.
- Marijuana has adverse effects on the adolescent brain.
- Evidence indicates that the limited legalization of marijuana has already raised rates of unintended marijuana exposure among young children and may increase adolescent use.

A moratorium on allowing cannabis-related businesses to open in the Village would provide an opportunity for residents to learn the facts about the health effects of marijuana usage and the potential linkage between availability and under-age usage before a decision is made on this issue.

Sincerely,

Bob Sanfilippo, Executive Director

Kim Hassenfeld, Clinical Director

Counseling Center of the North Shore

992½ Green Bay Rd

Winnetka, IL 60093

Office: 847.446.8060

www.ccns.org



From: [Megan Pierce](#)
To: [Josie Clark](#)
Subject: FW: External: Cannabis shop in Winnetka
Date: Monday, September 16, 2019 12:17:48 PM

MEP

-----Original Message-----

From: DRDUCLA [[mailto:](#)]
Sent: Sunday, September 15, 2019 7:29 AM
To: ContactCouncil
Subject: External: Cannabis shop in Winnetka

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.

I am extremely opposed to putting a cannabis shop in Winnetka. I think my fellow residents believe this will only be for their use, but I am afraid it will attract the wrong individuals to our quaint town if we are the only ones in the area to allow a shop.

I think it would be wise to see how glencoe, evanston, glenview, Wilmette and skokie vote before we make a decision. Better yet, I believe we should follow in Wilmette's footsteps and vote on it.

Danielle Schoenwetter

[REDACTED]

Sent from my iPhone

From: [Megan Pierce](#)
To: [Josie Clark](#)
Subject: FW: External: Cannabis shop
Date: Monday, September 16, 2019 12:17:53 PM

MEP

-----Original Message-----

From: Ana Stein [[mailto:](#)]
Sent: Saturday, September 14, 2019 7:11 PM
To: ContactCouncil
Subject: External: Cannabis shop

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.

I vehemently am against having a cannabis shop in Winnetka. It will bring too much unwanted traffic into our town and given New Trier High School's proximity to this location, I think it will adversely affect that population at large. I have a child at New Trier and with all the drug use I hear about at the school and the Northshore, this will compound the issue.

Ana Stein
ANAHITA Inc.
w: 917-816-2523
c:
www.anahitajewelry.com

From: [Megan Pierce](#)
To: [Josie Clark](#)
Subject: FW: External: Public Hearing: Recreational cannabis in Winnetka.
Date: Monday, September 16, 2019 12:18:24 PM

MEP

From: Jessica Tucker [mailto: [REDACTED]]
Sent: Saturday, September 14, 2019 12:43 PM
To: ContactCouncil
Subject: External: Public Hearing: Recreational cannabis in Winnetka.

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 President Rintz and Trustees,

Winnetka is not just a name meaning 'beautiful land.' Winnetka stands for best practices and standards of excellence in government, education, and recreation, and a way of community life that cherishes families and children. Historically, Winnetka has been careful not to compromise its character and integrity by introducing taverns or video gambling.

Thanks also to careful stewardship through the years, Winnetka is financially sound. The Village Council was unanimous in its decision to opt out of video gambling and we hope for the same result regarding retail cannabis sales. Winnetka didn't need the sin tax from gambling, and it doesn't need the 3 or 4% local tax on pot sales. The \$40,000 or so (assuming sales of \$1M) on a roughly \$60M annual budget is negligible, whereas the harm to Winnetka's character and integrity cannot be measured in dollar terms.

Many communities are opposing pot shops, or aren't rushing to be the first to add distributors and store fronts; rather, they are taking a wait-and-see approach. Long Grove and Naperville opted out. Wilmette will hold a referendum next November.

While we may see communities around us opting in, Winnetka has always charted her own destiny as to what is right and best for her residents, not what others may think or do. We recall the handheld cell phone ban - Winnetka was one of the first communities to do so. It was the right course, the safe course.

Please vote in favor of the health and safety, the integrity and character, of our community by opting out of recreational cannabis retail stores.

Thank you for your consideration, and your service,

Creed and Jessica Tucker
Locust Street

From: [REDACTED]
To: [ContactCouncil](#)
Subject: External: Comment on Recreational Marijuana Sales for the Sept 17, 2019 Council Meeting
Date: Friday, September 13, 2019 3:39:31 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 Village of Winnetka Council Members,

I am writing to express my very **strong** opposition to allowing recreational sales of marijuana in Winnetka.

I am opposed for many reasons, but in this letter I will address only the one factor that seems to be the driving force for allowing such sales—the potential tax revenues.

The Village will only receive a small amount of tax revenues relative to its budget, so small that I seriously doubt that any increased tax revenue from marijuana sales will help Winnetka's bottom line. Because of current federal laws, recreational marijuana sales will be a cash business and will attract burglary rings wherever it is sold. It is highly likely that police and other security measures will have to be increased, the cost of which will offset, and possibly more than offset, the tax revenues from marijuana sales. And once criminal elements are attracted to these cash businesses, they will readily branch out into the nearby residential neighborhoods. This possibility is much higher in a village like Winnetka than it is in a more urban area where the commercial and residential areas are more separated.

With all that is on Winnetka's plate right now, why do we have to add one more issue requiring resources and vigilance? We have enough issues to deal with already.

Please do not allow recreational marijuana sales in Winnetka.

Sincerely,

Anne Wilder

[REDACTED]

Winnetka, IL 60093

From: [Megan Pierce](#)
To: [Josie Clark](#)
Subject: FW: External:
Date: Monday, September 16, 2019 12:17:16 PM

MEP

From: robert zmudka [REDACTED]
Sent: Monday, September 16, 2019 4:27 AM
To: ContactCouncil
Subject: External:

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.

A neighbor mentioned that there was a meeting to discuss if a cannabis shop should open in town or not. I thought she was joking. She wasn't.

Please do not consider adding this establishment to our town. There is little good that can come of it and i would think out law enforcement wouldn't be thrilled as they would need to police it.

Everyday i am seeing more and more " for sale" signs around town and i am convinced this decision would add add a few more.

Winnetka is doing a great job improving the food scene. Let's stick to that formula and not take a step back.

Sincerely,

Robert Zmudka
[REDACTED]

[Sent from Yahoo Mail for iPhone](#)

Attachment C - Public Comments Received Since 9-17-19 Public Hearing

From: [REDACTED]
To: [ContactCouncil](#)
Subject: External: Cannabis
Date: Wednesday, September 18, 2019 6:23:28 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.

NIMBY - not in my back yard. It is up to the individual whether they want to smoke pot, but Winnetka doesn't need to distribute it.

Kristin Kalter

Kristin M Kalter

[REDACTED]
Sent from my iPhone

From: 
To: [ContactCouncil](#)
Subject: External: Cannibus in Winnetka
Date: Wednesday, September 18, 2019 7:36:18 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.

Hi I heard late there was a meeting last night to discuss cannibus in Winnetka. Having a family here I am against having a cannibus shop. We couldn't have a Dairy Queen or chains and barely got a farmers market and now we are considering a cannibus shop. It makes no sense. Focus on getting FAMILY FRIENDLY stores in the space where one Winnetka was supposed to be built. Stop crashing our housing prices - it feels like our town is dying and this isn't going to help!! Great pot is legal and people have the right to buy but NOT aim a family community - go somewhere else !

Everywhere else housing prices are rebounding and every year my house in Winnetka is with less. So sad !

Sent from my iPhone

From: [REDACTED]
To: [ContactCouncil](#)
Subject: External: Cannabis OPPOSITION
Date: Tuesday, September 17, 2019 5:10:12 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 neighbors

Recently while driving into the city, my driver from Wisconsin told me about his recent weekend with grandchildren, showing where he had been employed afar college and before newspaper photographer career. My friend added he likely would never be able to do, to enjoy such discovery because he had heart disease. Serious. The consequence of having smoked considerable POT while in college. Today, he wishes that he had never ... and that his son had not ... and that he sincerely urges that his grand children never begin smoking.

I was surprised. Perhaps I should be honored that my friend, retired journalist and world traveller, confided in me.... Shared his experience, heart-felt observation upon this current civic issue. His deep concern mankind.

RON WHITE

From: [Julie O'Connor](#)
To: [ContactCouncil](#)
Subject: External: Cannabis shop
Date: Saturday, September 21, 2019 12:31:22 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.

Just my opinion, I would love to be able to get the THC creams/ edibles in Winnetka, I frequent a very nice/ high end dispensary in San Francisco and it is safe and a wonderful alternative to prescription pain/ anxiety meds. They have security and you have to show proof of being over 21.

Doubt Winnetka will support this but had to express my opinion. I'm sure Evanston will have one. And I saw the Patch article, will be easy to get to other towns should Winnetka vote it down.

Good luck with this decision!

Julie O'Connor

[REDACTED]

Winnetka

[REDACTED]