



Village of Northbrook

Board of Trustees

REGULAR MEETING AGENDA

**SANDRA "SANDY" FRUM BOARD ROOM
NORTHBROOK VILLAGE HALL, 1225 CEDAR LANE
TUESDAY, JANUARY 10, 2023**

7:30 PM

1. ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. MINUTES APPROVAL

A. Review and Approval of the December 13, 2023 Regular Board of Trustees Meeting Minutes

4. POLICE DEPARTMENT SWEARING IN

5. PUBLIC COMMENT TIME

Please Note - Members of the public wishing to respectfully share thoughts about any matter concerning the Northbrook Board of Trustees may do so by coming to a meeting and speaking during the "Public Comment" time on general matters, or by speaking if and when comment is called during debate on a specific matter that is listed on the agenda. Members of the public can also submit a written comment via the Village's website. Each written comment submitted on the website will be delivered to each member of the Village Board prior to the meeting but will not be read out loud at the meeting unless specifically requested. Please note that while the Village Board will not immediately respond to public comments at the meeting, or engage in a back and forth discussion during the meeting, we are of course actively listening to all comments, thoughts, and suggestions. Thank you for your understanding and taking the time to contribute to the success of our community.

6. MANAGER'S REPORT

7. WARRANT LIST

A. Review and Approval of Payments to be Made

ATTACHMENTS:

- Payments to be Made Per Listing Dated December 1, 2022 through December 15, 2022 Alpha and Descending

B. Review of Frontage Deposit List Dated December 14, 2022

ATTACHMENTS:

- Frontage Deposit Dated December 14, 2022

C. Review and Approval of Payments to be Made

ATTACHMENTS:

- Payments to be Made Per Listing Dated December 16, 2022 through December 31, 2022 Alpha and Descending

D. Review of Frontage Deposit Dated December 30, 2022

ATTACHMENTS:

- Frontage Deposit Dated December 30, 2022

8. PRESIDENT'S REPORT

A. COMMUNITY MOMENT

9. CONSENT AGENDA

The matters listed for consideration on the Consent Agenda are matters that appear to have the unanimous support of the Board of Trustees. The Village President will review, designate the resolution or ordinance number for passage and then inquire if any member of the Board or member of the public objects to any item on the Consent Agenda. If any objections are raised, the matter will be removed from the Consent Agenda and relocated to a location on this agenda for consideration during the appropriate Board Committee report. If no objection is voiced, the Village President will request a motion and second for passage of all items listed. The resultant roll call vote on the Consent Agenda will be applicable to each individual agenda item.

A. **RESOLUTION NO.22-**

A Resolution Approving the Annual Renewal of Cybersecurity Systems Maintenance from GHA Associates

ATTACHMENTS:

- Attachment A - GHA Associates Quote - Redacted

B. **RESOLUTION NO.22-**

A Resolution Approving the 2023 Supplemental Statement of Work and Amendment to Service Provider Agreement with Municipal GIS Partners, Inc., of Des Plaines, Illinois, for GIS Support Services

ATTACHMENTS:

- Exhibit A - Revised Service Provider Agreement with Municipal GIS Partners, Inc
- Exhibit B - Supplementary Statement of Work

C. **RESOLUTION NO.22-**

A Resolution Authorizing an Agreement for Preliminary Engineering of Bicycle and Pedestrian Accommodations Along Walters Avenue with A. Epstein and Sons International of Chicago, Illinois

D. **RESOLUTION NO.22-**

A Resolution Authorizing the Acquisition of Easements for the Construction of Water Main Along Dundee Road

ATTACHMENTS:

- Exhibit A - Dundee Road Easement Exhibit
- Exhibit B - Summary of Easements and Costs

E. **ORDINANCE NO.22-**

An Ordinance Vacating an Alley Adjacent to 2226 Catherine Street

ATTACHMENTS:

- Exhibit A - Legal Description of Alley to be Vacated and Receiving Property - 2226 Catherine Street
- Exhibit B - 2226 Catherine Street Plat of Vacation

F. RESOLUTION NO.22-

A Resolution Approving a Plat of Consolidation for 2226 Catherine Street

ATTACHMENTS:

- Exhibit A - 2226 Catherine Street Plat of Consolidation

G. RESOLUTION NO.22-

A Resolution Approving Membership Renewal in the Northeastern Illinois Public Safety Training Academy (NIPSTA) of Glenview, IL

ATTACHMENTS:

- 2023 Northbrook Membership Invoice

COMMITTEE REPORTS**10. ADMINISTRATION AND FINANCE****11. PLANNING AND ECONOMIC DEVELOPMENT****A. Public Hearing for 175 Pointe Drive for Northbrook Pointe Planned Development Amendment****B. PRELIMINARY REVIEW - ZONING & DEVELOPMENT APPLICATIONS**

The comments made by Board Members this evening are the preliminary comments of individual trustees and do not represent the opinion or final determination of the Village of Northbrook. No final decision on the requested relief can or will be made until after the matter goes through the Village zoning process, which may include a public hearing and recommendation by the Northbrook Plan Commission.

A. Preliminary Review for Noggin Builders at Sanders Court 4125-4195 Dundee Road**ATTACHMENTS:**

- 1 - 4125-95 Dundee - Application Summary
- 2 - Noggin Builders current Special Permit 3000 Dundee Rd - ORD 2016-24
- Aa - Applicant Submittal Attachment A Floor Plan 3000 Dundee
- A - Applicant Submittal Proposed Narrative
- B - Applicant Submittal Attachment B Exterior Space Plan w. fence
- C - Applicant Submittal Attachment C Drop-Off Pick-up Plan
- D - Applicant Submittal Attachment D Drop-Off Traffic Plan
- E - Applicant Submittal Prelim Application

12. COMMUNITY AND SUSTAINABILITY**A. Regional Leaf Blower Working Group Update****ATTACHMENTS:**

- Final Report- Leaf Blower Working Group- 12-15-22

13. PUBLIC WORKS AND FACILITIES**14. PUBLIC SAFETY****15. COMMUNICATIONS AND OUTREACH****16. REMARKS FOR THE GOOD OF THE ORDER****17. CLOSED SESSION****18. ADJOURN**

The Village of Northbrook is subject to the requirements of the Americans with Disabilities Act of 1990. Individuals with disabilities who plan to attend this meeting and who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of this meeting or the facilities, are requested to contact Debbie Ford (847-664-4013) promptly to allow the Village of Northbrook to make reasonable accommodations for those persons. Hearing impaired individuals may call the TDD number, 847-564-8645, for more information.

VILLAGE OF NORTHBROOK
COOK COUNTY, ILLINOIS
Tuesday, January 10, 2023

VILLAGE OF NORTHBROOK

GENERAL LEDGER SYSTEM
WARRANT LIST01-DECEMBER - 22 - 15 DECEMBER -22
FOR 01/10/2023 MEETING

CHECK NUMBER	VENDOR NAME	PURPOSE	AMOUNT
301320	A. EPSTEIN AND SONS INTERNATIONAL	PROFESSIONAL SERVICES - PW	968.55
301321	A5 GROUP INC	PROFESSIONAL SERVICES - GG	14,656.25
301322	ACCURATE EMPLOYMENT SCREENING, LLC	SERVICES - GG	181.62
301323	ACE NORTHBROOK HARDWARE & RENTAL	SUPPLIES - PW	568.72
5331(A)	ADDIS LAW GROUP	LEGAL SERVICES - GG	17,000.00
5332(A)	AIR ONE EQUIPMENT INC	DETECTION EQUIPMENT - FD	1,032.00
301324	AIR PRODUCTS EQUIPMENT COMPANY	SUPPLIES - PW	405.00
301325	ALAN F. FRIEDMAN PH.D., INC.	TESTING - FD	2,702.90
301326	AMALGAMATED BANK OF CHICAGO	FEES - FIN	950.00
5333(A)	AMAZON.COM SERVICES, INC.	SUPPLIES - GG	697.17
301327	AMERICAN CHARGE SERVICE	SENIOR TRANSPORTATION - FIN	135.00
301328	ANGELA BAIOCCHI	TRAINING - PD	144.80
301329	ANGELIKA MCGEE	SUPPLIES - PD	43.98
301330	APEX LANDSCAPING INC.	SERVICES - PW	6,708.00
301331	BACKFLOW SOLUTIONS, INC.	SERVICES - PW	5,513.46
301332	BATTERIES PLUS LLC	SUPPLIES - PW	26.88
301333	BIDDLE CONSULTING GROUP INC.	MAINTENANCE - PD	699.00
301334	BILL ALT	TRAINING - PW	184.00
301335	BOUND TREE MEDICAL, LLC	SUPPLIES - FD	1,903.21
301336	BRIGHTVIEW LANDSCAPES, LLC	SERVICES - PW	2,588.00
5334(A)	C.E.S.	SUPPLIES - PW	139.32
5335(A)	CABCONNECT	SERVICES - FIN	64.35
5336(A)	CDW GOVERNMENT INC.	EQUIPMENT - IT	506.30
301337	CHARLES HULNE	UNIFORMS - PD	150.00
301338	CHICAGO TRIBUNE	SUBSCRIPTIONS - FD	235.42
301339	CHICAGOLAND PAVING CONTRACTORS	PROFESSIONAL SERVICES - PW (*)	182,879.18
301340	CHRISTOPHER B. BURKE ENGINEERING	PROFESSIONAL SERVICES - PW	3,237.50
301341	CHRISTOPHER GORR	KITCHEN/DORM - FD	257.95
301342	CINTAS CORPORATION #2	SERVICES - PD	372.22
5337(A)	CIVICPLUS, INC.	SERVICES - GG	1,487.89
5338(A)	CLARK DIETZ	PROFESSIONAL SERVICES - PW	772.50
5339(A)	COMCAST	TELECOMMUNICATIONS - IT	2,613.21
301343	COMCAST CABLE	TELECOMMUNICATION - PD	115.50
301344	COMPASS MINERALS AMERICA INC.	DE-ICING ROCK SALT - PW (*)	47,270.97
301345	CONSTELLATION ENERGY CORPORATION	UTILITIES - PW	37,707.54
301346	COSTAR REALTY INFORMATION INC.	PROFESSIONAL SERVICES - DPS	987.00
301347	CRAIG ROSCOE	UNIFORMS - PD	389.89
301348	CRITICAL REACH INC.	MEMBERSHIP - PD	880.00
301349	DENISE JASSO	MILEAGE REIMBURSEMENT - PD	257.51
301350	DONALD T. DYTKEWICZ	SERVICES - PW	1,650.00
301351	EL-COR INDUSTRIES, INC.	SUPPLIES - PW	262.49
301352	ELGIN RECYCLING, INC.	RECYCLING - PW	2,907.00
5340(A)	ELROD FRIEDMAN LLP	LEGAL FEES - GG	71,542.50
301353	ERIC BROUILLETTE	LICENSE RENEWAL - FD	40.00
301354	EVANSTON FUNERAL & CREMATION, INC.	SERVICES - PD	450.00
301355	EVIDENT, INC.	SUPPLIES - PD	91.35
301356	FIRESERVICE MANAGEMENT, LLC	BUNKER GEAR - FD	790.87
301357	FIRST CHOICE COFFEE SERVICES	CANTEEN - GG	928.53
301358	FOOT STONE, INC.	PROFESSIONAL SERVICES - PW	2,403.33
301359	G.W. BERKHEIMER CO., INC.	SUPPLIES - PW	247.80
301360	GLOBAL INFRASTRUCTURE LLC	PROFESSIONAL SERVICES - PW	11,412.50
301361	GLOBE MEDICAL SURGICAL SUPPLY	SUPPLIES - PD	820.00
301362	GOLF MILL FORD	PARTS - PW	162.74

VILLAGE OF NORTHBROOK

GENERAL LEDGER SYSTEM
WARRANT LIST01-DECEMBER - 22 - 15 DECEMBER -22
FOR 01/10/2023 MEETING

CHECK NUMBER	VENDOR NAME	PURPOSE	AMOUNT
301363	HBK WATER METER SERVICE, INC.	PROFESSIONAL SERVICES - PW	28.00
301364	HEALTH INSPECTION PROFESSIONALS INC	SERVICES - DPS	5,500.00
301365	HOME DEPOT CREDIT SERVICES	SUPPLIES - PW	151.19
301366	ICMA	MEMBERSHIP - GG	1,200.00
301367	IDLEWOOD ELECTRIC SUPPLY, INC.	SUPPLIES - PW	147.97
301368	ILCMA	SERVICES - GG	100.00
301369	ILLINOIS DEPARTMENT OF AGRICULTURE	MEMBERSHIP - PD	200.00
301370	ILLINOIS MUNICIPAL LEAGUE	MEMBERSHIP - GG	2,500.00
301371	INDUSTRIAL ORGANIZATIONAL SOLUTIONS	PROMO/ENTRANCE EXAMS - FD	9,445.00
5341(A)	INTERGOVERNMENTAL RISK MANAGEMENT	DEDUCTIBLE - GG	13,094.67
301372	J & B SOLUTIONS TO HEALTHY TREES	SERVICES - PW	3,635.00
301373	J.G. UNIFORMS, INC.	UNIFORMS - PD	4,390.52
301374	JAMIE FRIEL	UNIFORMS - PD	230.93
301375	JAMISON HANSELMAN	UNIFORMS - PD	77.01
301376	JONATHAN MOYO	TRAINING - PD	92.52
301377	JONES & BARTLETT LEARNING, LLC	TRAINING BOOKS - FD	735.21
301378	JUDYS MAILING/FULFILLMENT SERVICE	PROFESSIONAL SERVICES - PD	1,332.06
301379	KEVIN KIRKPATRICK	AMBULANCE REIMB - FD	269.89
301380	LINDE GAS & EQUIPMENT INC.	SUPPLIES - PW	179.68
5342(A)	LOGSDON OFFICE SUPPLY	SUPPLIES - PW	220.78
301381	MARC FAINMAN	UNIFORMS - PD	43.95
301382	MARK LEVIN	PERMIT REFUND - PD	20.00
5343(A)	MC MASTER-CARR SUPPLY COMPANY	SUPPLIES - PW	1,360.97
301383	MESCADA LLC	SERVICES - PW	1,562.50
301384	METTLER-TOLEDO, LLC	SERVICES - PW	2,500.00
301385	MICHAEL TRACY	UNIFORMS - PD	90.00
301386	MIDWEST OPERATING ENGINEERS WELFARE	HEALTH INSURANCE - GG	798.00
301387	MIDWEST OPERATING ENGINEERS WELFARE	HEALTH INSURANCE - GG	798.00
301388	MIDWEST OPERATING ENGINEERS WELFARE	HEALTH INSURANCE - GG	798.00
301389	MIDWEST OPERATING ENGINEERS WELFARE	HEALTH INSURANCE - GG	798.00
301390	MIDWEST OPERATING ENGINEERS WELFARE	HEALTH INSURANCE - GG	8,789.00
301391	MIDWEST OPERATING ENGINEERS WELFARE	HEALTH INSURANCE - GG	20,761.00
301392	MIDWEST OPERATING ENGINEERS WELFARE	HEALTH INSURANCE - GG	29,232.00
301393	MILLIE GOMEZ	UNIFORMS - PD	196.19
5344(A)	MONICA ARGUMEDO, MD, LLC	SERVICES - PD	500.00
5345(A)	MORRISON ASSOCIATES, LTD	MEMBERSHIP - GG	3,000.00
5346(A)	MOTOROLA SOLUTIONS, INC.	SERVICES - PD	5,795.26
301394	MUNICIPAL SYSTEMS LLC	SUBSCRIPTION - IT	1,201.75
301395	NEHER ELECTRIC SUPPLY, INC.	SUPPLIES - PW	387.60
301396	NICOR	UTILITIES - PW	15,564.58
301397	NIPSTA	TRAINING - FD	900.00
301398	NIPSTA	TRAINING - FD	550.00
301399	NIPSTA	TRAINING - FD	550.00
301400	NORTH SHORE LAWNSPRINKLER	SERVICES - PW	220.00
301401	NORTHFIELD TOWNSHIP	CONTRIBUTION - PD	678.00
301402	NORTHSORE OMEGA	TESTING - PD	5,862.00
301403	ONCE UPON A DELI	PERMIT REFUND - PD	5.00
301404	ONCE UPON A GRILL	PERMIT REFUND - PD	5.00
301405	PADDOCK PUBLICATIONS, INC.	PROFESSIONAL SERVICES - DPS	57.00
301406	PEERLESS NETWORK, INC.	TELECOMMUNICATIONS - IT	4,327.11
301407	POLINA FISHER	AMBULANCE REIMB - FD	467.01
5347(A)	POMP'S TIRE SERVICE, INC.	SERVICES - PW	1,535.18
301408	POSTAL SOURCE	SUPPLIES - FIN	291.95

Attachment: Payments to be Made Per Listing Dated December 1, 2022 through December 15, 2022 Alpha and Descending (6503 : Warrant List)

VILLAGE OF NORTHBROOK

GENERAL LEDGER SYSTEM
WARRANT LIST01-DECEMBER - 22 - 15 DECEMBER -22
FOR 01/10/2023 MEETING

CHECK NUMBER	VENDOR NAME	PURPOSE	AMOUNT
301409	PROVANTAGE LLC	SUPPLIES - PW	731.88
5348(A)	REALTY & MORTGAGE CO	SHF EXPENSE REIMB - FIN	31,390.95
301410	REBECCA SWANSON	ESCROW RELEASE - PW	300.00
301411	REGIONAL EMERGENCY DISPATCH CENTER	DISPATCH - FD	50,110.00
301412	RICHARD RASH	CANTEEN - PD	91.20
301413	RICKMAN CONTRACT SERVICES, INC.	PROFESSIONAL SERVICES - FIN	6,500.00
301414	ROBERT HATCH	REFUND HEALTH PREMIUM - GG	1,013.14
5349(A)	ROLLABELS INK, INC.	SUPPLIES - DPS	132.55
5350(A)	RYDIN	VENDING LICENSE - GG	270.97
301415	SANTUCCI PLUMBING, INC.	SERVICES - PW	1,933.00
301416	SENTINEL TECHNOLOGIES, INC.	EQUIPMENT - IT	1,378.78
301417	SHERWIN WILLIAMS	SUPPLIES - PW	433.36
5351(A)	SIRCHIE	SUPPLIES - PD	226.73
301418	SOIL & MATERIAL CONSULTANTS, INC.	SERVICES - PW	446.19
301419	SPOK, INC.	PAGERS - PW	59.76
301420	STEVEN WARSHAWSKY	AMBULANCE REIMB - FD	132.88
301421	STRYKER SALES CORP.	MEDICAL SUPPLIES - FD	262.50
301422	STUART MARTEL	AMBULANCE REIMB - FD	149.60
301423	SUBURBAN TREE CONSORTIUM	PROFESSIONAL SERVICES - PW (*)	96,723.75
301424	SUNSET FOOD MART, INC.	FAMILY DINNER - GG	965.69
301425	SWANSONS BLOSSOM SHOP	RECOGNITION - FD	103.95
301426	SYMMETRY ENERGY SOLUTIONS, LLC	UTILITIES - PW	992.88
301427	TERESA DREWES	K-9 SUPPLIES - PD	579.45
5352(A)	TERRI LUECHT	SUPPLEMENTAL PAYMENT - FIN	1,659.00
301428	THEODORE POLYGRAPH SERVICE INC	POLYGRAPH - FD	200.00
301429	THOMSON REUTERS	SUBSCRIPTION - PD	301.74
301430	TIDE CLEANERS	SERVICES - PD	64.00
301431	TRATTORIA OLIVERII	PERMIT REFUND - PD	5.00
301432	TREASURER, STATE OF ILLINOIS	SERVICES - PW	9,848.61
301433	UNITED DISPATCH	SENIOR TRANSPORTATION - FIN	70.00
301434	UNIVERSITY OF LOUISVILLE	TRAINING - PD	1,300.00
301435	VILLAGE OF GLENVIEW	SERVICES - PW	19,287.14
301436	VILLAGE OF ROMEOVILLE	TRAINING - FD	1,200.00
301437	WASTE MANAGEMENT	YARD WASTE STICKERS - FIN	1,348.52
5353(A)	WATER RESOURCES INC	WATER METERS - PW	5,910.00
301438	WAUCONDA ANIMAL HOSPITAL	K-9 CARE - PD	129.00
5354(A)	WEIDNER FARMS MATERIAL INC.	MATERIALS - PW	3,135.00
301439	WEX	SERVICES - GG	1,689.79
301440	WINKLER'S TREE SERVICE INC.	SERVICES - PW	470.00
301441	YUNG MOON	PERMIT REFUND - PD	5.00
301442	ZOLL MEDICAL CORP	SUPPLIES - FD (*)	33,633.28
CLASS 'A' TOTAL			859,502.67

VILLAGE OF NORTHBROOK

GENERAL LEDGER SYSTEM
WARRANT LIST01-DECEMBER - 22 - 15 DECEMBER -22
FOR 01/10/2023 MEETING

CHECK NUMBER	VENDOR NAME	PURPOSE	AMOUNT
CLASS 'B' WARRANTS			
360(E)	CHASE CARD SERVICES	VILLAGE CREDIT CARD - FIN	40,598.27
301299	NORTHWESTERN MEDICAL FACULTY	PHYSICIAN RETAINER - GG	10,000.00
12/15/22	PAYROLL	12/15/22 PAYROLL	989,171.05
5330(A)	UNITED STATES POSTAL SERVICE	REFILL POSTAGE MACHINE - FIN	5,000.00
CLASS 'B' TOTAL			1,044,769.32
REPORT TOTAL			1,904,271.99

by roll call vote of the Northbrook Village Board of Trustees at a duly noticed official meeting on the _____ day

20 .

Village President

ATTEST: _____

VILLAGE OF NORTHBROOK

GENERAL LEDGER SYSTEM
WARRANT LIST01-DECEMBER - 22 - 15 DECEMBER -22
FOR 01/10/2023 MEETING

CHECK NUMBER	VENDOR NAME	PURPOSE	AMOUNT
301339	CHICAGOLAND PAVING CONTRACTORS	PROFESSIONAL SERVICES - PW (*)	182,879.18
301423	SUBURBAN TREE CONSORTIUM	PROFESSIONAL SERVICES - PW (*)	96,723.75
5340(A)	ELROD FRIEDMAN LLP	LEGAL FEES - GG	71,542.50
301411	REGIONAL EMERGENCY DISPATCH CENTER	DISPATCH - FD	50,110.00
301344	COMPASS MINERALS AMERICA INC.	DE-ICING ROCK SALT - PW (*)	47,270.97
301345	CONSTELLATION ENERGY CORPORATION	UTILITIES - PW	37,707.54
301442	ZOLL MEDICAL CORP	SUPPLIES - FD (*)	33,633.28
5348(A)	REALTY & MORTGAGE CO	SHF EXPENSE REIMB - FIN	31,390.95
301392	MIDWEST OPERATING ENGINEERS WELFARE	HEALTH INSURANCE - GG	29,232.00
301391	MIDWEST OPERATING ENGINEERS WELFARE	HEALTH INSURANCE - GG	20,761.00
301435	VILLAGE OF GLENVIEW	SERVICES - PW	19,287.14
5331(A)	ADDIS LAW GROUP	LEGAL SERVICES - GG	17,000.00
301396	NICOR	UTILITIES - PW	15,564.58
301321	A5 GROUP INC	PROFESSIONAL SERVICES - GG	14,656.25
5341(A)	INTERGOVERNMENTAL RISK MANAGEMENT	DEDUCTIBLE - GG	13,094.67
301360	GLOBAL INFRASTRUCTURE LLC	PROFESSIONAL SERVICES - PW	11,412.50
301432	TREASURER, STATE OF ILLINOIS	SERVICES - PW	9,848.61
301371	INDUSTRIAL ORGANIZATIONAL SOLUTIONS	PROMO/ENTRANCE EXAMS - FD	9,445.00
301390	MIDWEST OPERATING ENGINEERS WELFARE	HEALTH INSURANCE - GG	8,789.00
301330	APEX LANDSCAPING INC.	SERVICES - PW	6,708.00
301413	RICKMAN CONTRACT SERVICES, INC.	PROFESSIONAL SERVICES - FIN	6,500.00
5353(A)	WATER RESOURCES INC	WATER METERS - PW	5,910.00
301402	NORTHSORE OMEGA	TESTING - PD	5,862.00
5346(A)	MOTOROLA SOLUTIONS, INC.	SERVICES - PD	5,795.26
301331	BACKFLOW SOLUTIONS, INC.	SERVICES - PW	5,513.46
301364	HEALTH INSPECTION PROFESSIONALS INC	SERVICES - DPS	5,500.00
301373	J.G. UNIFORMS, INC.	UNIFORMS - PD	4,390.52
301406	PEERLESS NETWORK, INC.	TELECOMMUNICATIONS - IT	4,327.11
301372	J & B SOLUTIONS TO HEALTHY TREES	SERVICES - PW	3,635.00
301340	CHRISTOPHER B. BURKE ENGINEERING	PROFESSIONAL SERVICES - PW	3,237.50
5354(A)	WEIDNER FARMS MATERIAL INC.	MATERIALS - PW	3,135.00
5345(A)	MORRISON ASSOCIATES, LTD	MEMBERSHIP - GG	3,000.00
301352	ELGIN RECYCLING, INC.	RECYCLING - PW	2,907.00
301325	ALAN F. FRIEDMAN PH.D., INC.	TESTING - FD	2,702.90
5339(A)	COMCAST	TELECOMMUNICATIONS - IT	2,613.21
301336	BRIGHTVIEW LANDSCAPES, LLC	SERVICES - PW	2,588.00
301370	ILLINOIS MUNICIPAL LEAGUE	MEMBERSHIP - GG	2,500.00
301384	METTLER-TOLEDO, LLC	SERVICES - PW	2,500.00
301358	FOOT STONE, INC.	PROFESSIONAL SERVICES - PW	2,403.33
301415	SANTUCCI PLUMBING, INC.	SERVICES - PW	1,933.00
301335	BOUND TREE MEDICAL, LLC	SUPPLIES - FD	1,903.21
301439	WEX	SERVICES - GG	1,689.79
5352(A)	TERRI LUECHT	SUPPLEMENTAL PAYMENT - FIN	1,659.00
301350	DONALD T. DYTKEWICZ	SERVICES - PW	1,650.00
301383	MESCADA LLC	SERVICES - PW	1,562.50
5347(A)	POMP'S TIRE SERVICE, INC.	SERVICES - PW	1,535.18
5337(A)	CIVICPLUS, INC.	SERVICES - GG	1,487.89
301416	SENTINEL TECHNOLOGIES, INC.	EQUIPMENT - IT	1,378.78
5343(A)	MC MASTER-CARR SUPPLY COMPANY	SUPPLIES - PW	1,360.97
301437	WASTE MANAGEMENT	YARD WASTE STICKERS - FIN	1,348.52
301378	JUDYS MAILING/FULFILLMENT SERVICE	PROFESSIONAL SERVICES - PD	1,332.06
301434	UNIVERSITY OF LOUISVILLE	TRAINING - PD	1,300.00
301394	MUNICIPAL SYSTEMS LLC	SUBSCRIPTION - IT	1,201.75

Attachment: Payments to be Made Per Listing Dated December 1, 2022 through December 15, 2022 Alpha and Descending (6503 : Warrant List)

VILLAGE OF NORTHBROOK

GENERAL LEDGER SYSTEM
WARRANT LIST01-DECEMBER - 22 - 15 DECEMBER -22
FOR 01/10/2023 MEETING

CHECK NUMBER	VENDOR NAME	PURPOSE	AMOUNT
301366	ICMA	MEMBERSHIP - GG	1,200.00
301436	VILLAGE OF ROMEovILLE	TRAINING - FD	1,200.00
5332(A)	AIR ONE EQUIPMENT INC	DETECTION EQUIPMENT - FD	1,032.00
301414	ROBERT HATCH	REFUND HEALTH PREMIUM - GG	1,013.14
301426	SYMMETRY ENERGY SOLUTIONS, LLC	UTILITIES - PW	992.88
301346	COSTAR REALTY INFORMATION INC.	PROFESSIONAL SERVICES - DPS	987.00
301320	A. EPSTEIN AND SONS INTERNATIONAL	PROFESSIONAL SERVICES - PW	968.55
301424	SUNSET FOOD MART, INC.	FAMILY DINNER - GG	965.69
301326	AMALGAMATED BANK OF CHICAGO	FEES - FIN	950.00
301357	FIRST CHOICE COFFEE SERVICES	CANTEEN - GG	928.53
301397	NIPSTA	TRAINING - FD	900.00
301348	CRITICAL REACH INC.	MEMBERSHIP - PD	880.00
301361	GLOBE MEDICAL SURGICAL SUPPLY	SUPPLIES - PD	820.00
301386	MIDWEST OPERATING ENGINEERS WELFARE	HEALTH INSURANCE - GG	798.00
301387	MIDWEST OPERATING ENGINEERS WELFARE	HEALTH INSURANCE - GG	798.00
301388	MIDWEST OPERATING ENGINEERS WELFARE	HEALTH INSURANCE - GG	798.00
301389	MIDWEST OPERATING ENGINEERS WELFARE	HEALTH INSURANCE - GG	798.00
301356	FIRESERVICE MANAGEMENT, LLC	BUNKER GEAR - FD	790.87
5338(A)	CLARK DIETZ	PROFESSIONAL SERVICES - PW	772.50
301377	JONES & BARTLETT LEARNING, LLC	SUPPLIES - FD	735.21
301409	PROVANTAGE LLC	SUPPLIES - PW	731.88
301333	BIDDLE CONSULTING GROUP INC.	MAINTENANCE - PD	699.00
5333(A)	AMAZON.COM SERVICES, INC.	SUPPLIES - GG	697.17
301401	NORTHFIELD TOWNSHIP	CONTRIBUTION - PD	678.00
301427	TERESA DREWES	K-9 SUPPLIES - PD	579.45
301323	ACE NORTHBROOK HARDWARE & RENTAL	SUPPLIES - PW	568.72
301398	NIPSTA	TRAINING - FD	550.00
301399	NIPSTA	TRAINING - FD	550.00
5336(A)	CDW GOVERNMENT INC.	EQUIPMENT - IT	506.30
5344(A)	MONICA ARGUMEDO, MD, LLC	SERVICES - PD	500.00
301440	WINKLER'S TREE SERVICE INC.	SERVICES - PW	470.00
301407	POLINA FISHER	AMBULANCE REIMB - FD	467.01
301354	EVANSTON FUNERAL & CREMATION, INC.	SERVICES - PD	450.00
301418	SOIL & MATERIAL CONSULTANTS, INC.	SERVICES - PW	446.19
301417	SHERWIN WILLIAMS	SUPPLIES - PW	433.36
301324	AIR PRODUCTS EQUIPMENT COMPANY	SUPPLIES - PW	405.00
301347	CRAIG ROSCOE	UNIFORMS - PD	389.89
301395	NEHER ELECTRIC SUPPLY, INC.	SUPPLIES - PW	387.60
301342	CINTAS CORPORATION #2	SERVICES - PD	372.22
301429	THOMSON REUTERS	SUBSCRIPTION - PD	301.74
301410	REBECCA SWANSON	ESCROW RELEASE - PW	300.00
301408	POSTAL SOURCE	SUPPLIES - FIN	291.95
5350(A)	RYDIN	VENDING LICENSE - GG	270.97
301379	KEVIN KIRKPATRICK	AMBULANCE REIMB - FD	269.89
301421	STRYKER SALES CORP.	MEDICAL SUPPLIES - FD	262.50
301351	EL-COR INDUSTRIES, INC.	SUPPLIES - PW	262.49
301341	CHRISTOPHER GORR	KITCHEN/DORM - FD	257.95
301349	DENISE JASSO	MILEAGE REIMBURSEMENT - PD	257.51
301359	G.W. BERKHEIMER CO., INC.	SUPPLIES - PW	247.80
301338	CHICAGO TRIBUNE	SUBSCRIPTIONS - FD	235.42
301374	JAMIE FRIEL	UNIFORMS - PD	230.93
5351(A)	SIRCHIE	SUPPLIES - PD	226.73
5342(A)	LOGSDON OFFICE SUPPLY	SUPPLIES - PW	220.78

VILLAGE OF NORTHBROOK

GENERAL LEDGER SYSTEM
WARRANT LIST01-DECEMBER - 22 - 15 DECEMBER -22
FOR 01/10/2023 MEETING

CHECK NUMBER	VENDOR NAME	PURPOSE	AMOUNT
301400	NORTH SHORE LAWNSPRINKLER	SERVICES - PW	220.00
301369	ILLINOIS DEPARTMENT OF AGRICULTURE	MEMBERSHIP - PD	200.00
301428	THEODORE POLYGRAPH SERVICE INC	POLYGRAPH - FD	200.00
301393	MILLIE GOMEZ	UNIFORMS - PD	196.19
301334	BILL ALT	TRAINING - PW	184.00
301322	ACCURATE EMPLOYMENT SCREENING, LLC	SERVICES - GG	181.62
301380	LINDE GAS & EQUIPMENT INC.	SUPPLIES - PW	179.68
301362	GOLF MILL FORD	PARTS - PW	162.74
301365	HOME DEPOT CREDIT SERVICES	SUPPLIES - PW	151.19
301337	CHARLES HULNE	UNIFORMS - PD	150.00
301422	STUART MARTEL	AMBULANCE REIMB - FD	149.60
301367	IDLEWOOD ELECTRIC SUPPLY, INC.	SUPPLIES - PW	147.97
301328	ANGELA BAIOCCHI	TRAINING - PD	144.80
5334(A)	C.E.S.	SUPPLIES - PW	139.32
301327	AMERICAN CHARGE SERVICE	SENIOR TRANSPORTATION - FIN	135.00
301420	STEVEN WARSHAWSKY	AMBULANCE REIMB - FD	132.88
5349(A)	ROLLABELS INK, INC.	SUPPLIES - DPS	132.55
301438	WAUCONDA ANIMAL HOSPITAL	K-9 CARE - PD	129.00
301343	COMCAST CABLE	TELECOMMUNICATION - PD	115.50
301425	SWANSONS BLOSSOM SHOP	RECOGNITION - FD	103.95
301368	ILCMA	SERVICES - GG	100.00
301376	JONATHAN MOYO	TRAINING - PD	92.52
301355	EVIDENT, INC.	SUPPLIES - PD	91.35
301412	RICHARD RASH	CANTEEN - PD	91.20
301385	MICHAEL TRACY	UNIFORMS - PD	90.00
301375	JAMISON HANSELMAN	UNIFORMS - PD	77.01
301433	UNITED DISPATCH	SENIOR TRANSPORTATION - FIN	70.00
5335(A)	CABCONNECT	SERVICES - FIN	64.35
301430	TIDE CLEANERS	SERVICES - PD	64.00
301419	SPOK, INC.	PAGERS - PW	59.76
301405	PADDOCK PUBLICATIONS, INC.	PROFESSIONAL SERVICES - DPS	57.00
301329	ANGELIKA MCGEE	SUPPLIES - PD	43.98
301381	MARC FAINMAN	UNIFORMS - PD	43.95
301353	ERIC BROUILLETTE	LICENSE RENEWAL - FD	40.00
301363	HBK WATER METER SERVICE, INC.	PROFESSIONAL SERVICES - PW	28.00
301332	BATTERIES PLUS LLC	SUPPLIES - PW	26.88
301382	MARK LEVIN	PERMIT REFUND - PD	20.00
301403	ONCE UPON A DELI	PERMIT REFUND - PD	5.00
301404	ONCE UPON A GRILL	PERMIT REFUND - PD	5.00
301431	TRATTORIA OLIVERII	PERMIT REFUND - PD	5.00
301441	YUNG MOON	PERMIT REFUND - PD	5.00
CLASS 'A' TOTAL			859,502.67

VILLAGE OF NORTHBROOK

GENERAL LEDGER SYSTEM
WARRANT LIST01-DECEMBER - 22 - 15 DECEMBER -22
FOR 01/10/2023 MEETING

CHECK NUMBER	VENDOR NAME	PURPOSE	AMOUNT
CLASS 'B' WARRANTS			
12/15/22 PAYROLL		12/15/22 PAYROLL	989,171.05
360(E) CHASE CARD SERVICES		VILLAGE CREDIT CARD - FIN	40,598.27
301299 NORTHWESTERN MEDICAL FACULTY		PHYSICIAN RETAINER - GG	10,000.00
5330(A) UNITED STATES POSTAL SERVICE		REFILL POSTAGE MACHINE - FIN	5,000.00
CLASS 'B' TOTAL			1,044,769.32
REPORT TOTAL			1,904,271.99

by roll call vote of the Northbrook Village Board of Trustees at a duly noticed official meeting on the _____ day

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Village President

ATTEST: _____

VILLAGE OF NORTHBROOK

GENERAL LEDGER SYSTEM
WARRANT LIST

DECEMBER 14, 2022 FRONTAGE DEPOSIT REFUND

CHECK

NUMBER VENDOR NAME

PURPOSE

AMOUNT

301300	AMAZING HOMES DEVELOPERS, LLC	FRONTAGE DEPOSIT REFUND ®	1,000.00
301301	AMERICAN NATIONAL SPRINKLERS AND LAWN	FRONTAGE DEPOSIT REFUND ®	500.00
301302	AP DESIGNER HOMES INC	FRONTAGE DEPOSIT REFUND ®	1,000.00
301303	CAPPS PLUMBING & SEWER INC	FRONTAGE DEPOSIT REFUND ®	500.00
301304	CAPPS PLUMBING & SEWER INC	FRONTAGE DEPOSIT REFUND ®	500.00
301305	CLEAR PIPE, INC	FRONTAGE DEPOSIT REFUND ®	1,000.00
301306	DAN FERRARO	FRONTAGE DEPOSIT REFUND ®	3,000.00
301307	DEAN THEO	FRONTAGE DEPOSIT REFUND ®	39,500.00
301308	GREENLEAF SPRINKLERS INC.	FRONTAGE DEPOSIT REFUND ®	500.00
301309	ILLINOIS SEWER & DRAIN INC	FRONTAGE DEPOSIT REFUND ®	500.00
301310	LARRY & CARYN DAVIS	FRONTAGE DEPOSIT REFUND ®	2,600.00
301311	MAGIC IRRIGATION	FRONTAGE DEPOSIT REFUND ®	500.00
301312	MERGENTHALER PLUMBING CO	FRONTAGE DEPOSIT REFUND ®	1,000.00
301313	ONE TIME IRRIGATION INC	FRONTAGE DEPOSIT REFUND ®	500.00
301314	PRANETA DESAI	FRONTAGE DEPOSIT REFUND ®	2,500.00
301315	RAVINIA PLUMBING AND HEATING	FRONTAGE DEPOSIT REFUND ®	500.00
301316	RELIABLE PLUMBING SEWER & DRAINAGE	FRONTAGE DEPOSIT REFUND ®	500.00
301317	ROTO ROOTER SERVICES	FRONTAGE DEPOSIT REFUND ®	500.00
301318	SANTUCCI PLUMBING INC	FRONTAGE DEPOSIT REFUND ®	500.00
301319	THOMAS & HOLLY BEAGLES	FRONTAGE DEPOSIT REFUND ®	500.00
CLASS 'A' TOTAL			57,600.00

by roll call vote of the Northbrook Village Board of Trustees at a duly noticed official meeting on the _____ day

of 20 _____.

Village President

ATTEST: _____

VILLAGE OF NORTHBROOK

GENERAL LEDGER SYSTEM
WARRANT LIST16-DECEMBER - 22 - 31 DECEMBER -22
FOR 01/10/2023 MEETING

CHECK NUMBER	VENDOR NAME	PURPOSE	AMOUNT
301461	3M COMPANY	SUPPLIES - PW	432.36
301462	A&B AUTOMOTIVE SECURITY SYSTEMS	PARTS - PW	329.99
301463	A. EPSTEIN AND SONS INTERNATIONAL	PROFESSIONAL SERVICES - PW	8,635.19
301464	ACE NORTHBROOK HARDWARE & RENTAL	SUPPLIES - PW	737.30
301557	ACE NORTHBROOK HARDWARE & RENTAL	SUPPLIES - PW	98.02
5355(A)	ADVANCED TREE CARE	SERVICES - PW	2,415.32
5356(A)	ADVIZEX TECHNOLOGIES LLC	CONSULTING - IT	4,000.00
301465	AL WARREN OIL CO INC	FUEL - PW	37,593.97
5357(A)	ALEXANDER CHEMICAL CORPORATION	SUPPLIES - PW	8,522.32
5358(A)	ALPHAGRAPHICS US333	SUPPLIES - PW	140.46
5359(A)	AMAZON.COM SERVICES, INC.	SUPPLIES - PW	1,543.47
5385(A)	AMAZON.COM SERVICES, INC.	SUPPLIES - PW	45.94
301466	AMERICAN PRINTING TECHNOLOGIES INC	PRINTING - FIN	6,578.03
301467	ANGELIKA MCGEE	MILEAGE REIMBURSEMENT - PD	5.00
5360(A)	APPLIED CONCEPTS INC	PARTS - PW	1,923.00
301468	APWA - ILLINOIS PUBLIC SERVICE INST	CONFERENCES - PW	1,450.00
301469	ARTISTIC ENGRAVING	RECOGNITION - PD	392.41
301470	ASSOCIATED TECHNICAL SERVICES, LTD	SERVICES - PW	802.00
301558	BATTERIES PLUS LLC	SUPPLIES - PW	33.30
5361(A)	BATTERY SERVICE CORPORATION	PARTS - PW	1,169.45
301471	BOUND TREE MEDICAL, LLC	SUPPLIES - FD	598.89
301472	BRENDAN CAIN	UNIFORMS - PD	240.95
301473	BRONSON FLANNAGAN	TRAINING - FD	459.00
301474	BURRIS EQUIPMENT COMPANY	PARTS - PW	2,825.16
5362(A)	C.E.S.	SUPPLIES - PW	557.28
5363(A)	CHICAGO COMMUNICATIONS LLC	MAINTENANCE - PD	649.50
301475	CHICAGO SUN-TIMES	SUBSCRIPTIONS - FD	364.00
301476	CINTAS CORPORATION #2	UNIFORMS - PW	72.71
301477	CINTAS CORPORATION #2	UNIFORMS - PW	218.13
301478	COLLEGE OF LAKE COUNTY	TRAINING - PD	1,465.00
301479	COMCAST CABLE	UTILITIES - FD	479.87
301480	COMMONWEALTH EDISON COMPANY	UTILITIES - PW	870.84
301481	CUMMINS SALES AND SERVICE	SERVICES - PW	2,182.21
301482	DAVID NUGENT	ESCROW RELEASE - PW	350.00
301483	DONALD ANDERSON	TRAINING - PD	171.45
301484	DULTMEIER SALES, LLC	PARTS - PW	27.70
301485	EL-COR INDUSTRIES, INC.	PARTS - PW	1,670.20
301486	FE MORAN INC., FIRE PROTECTION	SUPPLIES - PW	800.00
301487	FEDEX	POSTAGE - PW	34.67
5364(A)	FIRE SAFETY CONSULTANTS, INC	PROFESSIONAL SERVICES - FD	3,940.00
301488	FIRST CHOICE COFFEE SERVICES	SERVICES - PW	894.40
5365(A)	FLUORECYCLE, INC.	RECYCLE - PW	773.65
301489	G.W. BERKHEIMER CO., INC.	SUPPLIES - PW	285.00
301490	GINA MANSKI	SUPPLIES - PD	38.98
301491	GOLF MILL FORD	PARTS - PW	3,483.50
5366(A)	GRAINGER	SUPPLIES - PW	1,485.72
301492	GRANITE TELECOMMUNICATIONS, LLC	TELECOMMUNICATIONS - IT	2,922.48
301493	GRAPHICS 2000 INC.	SUPPLIES - FD	383.62
5367(A)	HAVEY COMMUNICATIONS, INC.	PARTS - PW	1,323.70
301494	HEARTLAND BUSINESS SYSTEMS, LLC	EQUIPMENT - IT	18,462.88
301495	HENDERSON PRODUCTS INC.	PARTS - PW	1,092.79
301496	HIGH PSI LTD.	SUPPLIES - PW	589.00
301497	HOME DEPOT CREDIT SERVICES	SUPPLIES - PW	98.97

VILLAGE OF NORTHBROOK

GENERAL LEDGER SYSTEM
WARRANT LIST16-DECEMBER - 22 - 31 DECEMBER -22
FOR 01/10/2023 MEETING

CHECK NUMBER	VENDOR NAME	PURPOSE	AMOUNT
301498	IL DEPARTMENT OF INNOVATION	TELECOMMUNICATIONS - IT	1,833.91
301499	ILCMA	JOB POSTING - GG	50.00
301500	ILLINOIS FIRE CHIEFS ASSOCIATION	MEMBERSHIPS - FD	700.00
301501	ILLINOIS GLASSWORKS LLC	SERVICES - PW	698.00
301502	ILLINOIS STATE POLICE	PSYCH EXAM - FD	28.25
301503	IMAGE SPECIALTIES OF GLENVIEW	RECOGNITION - PD	79.00
301504	INSITUFORM TECHNOLOGIES USA, INC	PROFESSIONAL SERVICES - PW (*)	208,616.19
301505	INTERNATIONAL ASSOCIATION OF CHIEFS	MEMBERSHIP - PD	1,225.00
301506	J & B SOLUTIONS TO HEALTHY TREES	SERVICES - PW	1,010.00
301507	J.G. UNIFORMS, INC.	UNIFORMS - PD	1,006.50
301508	JAMISON HANSELMAN	UNIFORMS - PD	64.80
301509	JONATHAN SALMI	UNIFORMS - PD	117.99
301510	JOON NAMKUNG	PARKING TICKET REFUND - FIN	10.00
301511	JOSEPH KNEBL	LICENSE RENEWAL - FD	40.00
5368(A)	KIESLER POLICE SUPPLY, INC.	SUPPLIES - PD	1,769.24
301512	KORDICK ELECTRIC CO	SERVICES - PW	5,711.00
301513	LAN ELECTRIC, INC	SERVICES - PW	770.00
5369(A)	LOGSDON OFFICE SUPPLY	SUPPLIES - GG	1,958.51
5370(A)	MACQUEEN EMERGENCY GROUP	PARTS - PW	2,591.10
5371(A)	MC MASTER-CARR SUPPLY COMPANY	SUPPLIES - PW	733.33
5372(A)	MEADE INC.	TRAFFIC SIGNALS - PW	4,446.76
301514	MENONI & MOCOGNI, INC.	MATERIALS - PW	4,369.20
5373(A)	METROPOLITAN INDUSTRIES	SUPPLIES - PW	390.00
5374(A)	MGP, INC.	SERVICES - PW	17,853.83
301515	MICHAEL TRACY	UNIFORMS - PD	24.50
5375(A)	MICHAEL WAGNER & SONS, INC	SUPPLIES - PW	924.92
5386(A)	MICHAEL WAGNER & SONS, INC	SUPPLIES - PW	44.27
5376(A)	MID AMERICAN WATER OF WAUCONDA INC	SUPPLIES - PW	11,120.20
301516	MIDWEST POWER INDUSTRY, INC	SERVICES - PW	660.00
5377(A)	MOTOROLA SOLUTIONS, INC	ANNUAL MAINTENANCE - IT (*)	72,413.70
301517	NAPA AUTO PARTS	PARTS - PW	2,055.82
301518	NATIONAL ASSOCIATION OF SOCIAL	MEMBERSHIP - PD	271.00
301519	NEHER ELECTRIC SUPPLY, INC	SUPPLIES - PW	250.74
5378(A)	NEMETH GLASS OF ILLINOIS, INC	SERVICES - PW	395.00
301520	NFPA	MEMBERSHIPS - FD	175.00
301521	NICOR	UTILITIES - PW	53.56
301522	NINJA DE-ICER, LLC	MATERIALS - PW	1,733.10
301523	NORTH SHORE GAS COMPANY	UTILITIES - PW	357.81
301559	NORTH SHORE GAS COMPANY	UTILITIES - PW	35.05
301524	NORTHSORE OMEGA	TESTING - PW	783.00
301525	OPTRICS INC	EQUIPMENT - IT	549.13
301526	PAGERDUTY, INC	ANNUAL SUBSCRIPTION - IT	36.23
301527	PARKMOBILE, LLC	SERVICES - PW	4,436.95
301528	PETER BAKER AND SON	MATERIALS - PW	3,502.50
5379(A)	POMP'S TIRE SERVICE, INC	SERVICES - PW	2,188.98
301529	PROVANTAGE LLC	SUPPLIES - PW	293.82
301560	PROVANTAGE LLC	SUPPLIES - PW	42.00
301530	PUMPBIZ, INC.	PARTS - PW	323.04
301531	RAYNOR DOOR COMPANY	SERVICES - PW	550.23
5380(A)	REALTY & MORTGAGE CO.	SHF EXPENSE REIMB - FIN	24,073.83
301532	RLB HYDRAULIC SERVICES	PARTS - PW	567.64
301533	ROBERT KINCAID	KITCHEN/DORM - FD	201.69
5381(A)	ROSE MARY JURINEK	COURT REPORTING - PD	945.00

VILLAGE OF NORTHBROOK

GENERAL LEDGER SYSTEM
WARRANT LIST16-DECEMBER - 22 - 31 DECEMBER -22
FOR 01/10/2023 MEETING

CHECK NUMBER	VENDOR NAME	PURPOSE	AMOUNT
301534	RUSH TRUCK CENTERS OF ILLINOIS	PARTS - PW	16,482.37
301535	SENTINEL TECHNOLOGIES, INC	EQUIPMENT - IT (*)	23,013.00
301536	SHARI NIVASCH	MILEAGE REIMBURSEMENT - PD	100.00
301537	SHERMAN MECHANICAL INC	SERVICES - PW	1,020.00
301538	SNAP-ON INDUSTRIAL	PARTS - PW	991.30
301539	SNI SOLUTIONS, INC	SUPPLIES - PW	8,550.00
301540	SOIL & MATERIAL CONSULTANTS, INC	SERVICES - PW	1,703.98
301541	SPAULDING MFG, INC	PARTS - PW	546.85
301542	STRYKER SALES CORP	SUPPLIES - FD	131.20
301543	SUNSET FOOD MART, INC	SUPPLIES - PW	434.64
301544	THALMANN ALIGNMENT INC	SERVICES - PW	90.00
301545	THE 100 CLUB OF ILLINOIS	CONTRIBUTION - PD	678.00
301546	THE RETAIL COACH, LLC	RECRUITMENT - GG	538.24
301547	THOMPSON ELEVATOR INSPECTION	PROFESSIONAL SERVICES - DPS	100.00
301548	TRANSCHICAGO TRUCK GROUP	NEW VEHICLE/TRUCK - PW (*)	180,823.00
301549	U.S. BANK EQUIPMENT FINANCE	PRINTING - IT	2,983.47
5382(A)	USABLUEBOOK	SUPPLIES - PW	247.04
301550	V3 COMPANIES, LTD	PROFESSIONAL SERVICES - DPS	525.00
301551	VERIZON CONNECT NWF INC	PARTS - PW	30.23
301552	VERIZON WIRELESS	TELECOMMUNICATIONS - IT	5,004.00
301553	VILLAGE OF ROMEOVILLE	TRAINING - FD	450.00
301554	W S DARLEY & COMPANY	BUNKER GEAR - FD	10,336.13
5383(A)	WATER RESOURCES INC	SUPPLIES - PW	8,520.00
5384(A)	WEIDNER FARMS MATERIAL INC	MATERIALS - PW	7,063.27
301555	WEX	SERVICES - GG	356.16
301556	ZOLL MEDICAL CORP	SUPPLIES - FD	1,887.96
CLASS 'A' TOTAL			784,346.94

VILLAGE OF NORTHBROOK

GENERAL LEDGER SYSTEM
WARRANT LIST16-DECEMBER - 22 - 31 DECEMBER -22
FOR 01/10/2023 MEETING

CHECK NUMBER	VENDOR NAME	PURPOSE	AMOUNT
CLASS 'B' WARRANTS			
361(E)	CHASE CARD SERVICES	VILLAGE CREDIT CARD - FIN	27,805.22
301444	NORTHBROOK POSTMASTER	REPLENISH POSTAGE - FIN	100.00
12/30/22	PAYROLL	12/30/22 PAYROLL	1,079,538.08
301443	QUADIENT, INC	RENTAL - FIN	543.00
CLASS 'B' TOTAL			1,107,986.30
REPORT TOTAL			1,892,333.24

by roll call vote of the Northbrook Village Board of Trustees at a duly noticed official meeting on the _____ day

20 .

Village President

ATTEST: _____

VILLAGE OF NORTHBROOK

GENERAL LEDGER SYSTEM
WARRANT LIST16-DECEMBER - 22 - 31 DECEMBER -22
FOR 01/10/2023 MEETING

CHECK NUMBER	VENDOR NAME	PURPOSE	AMOUNT
301504	INSITUFORM TECHNOLOGIES USA, INC	PROFESSIONAL SERVICES - PW (*)	208,616.19
301548	TRANSCHICAGO TRUCK GROUP	NEW VEHICLE/TRUCK - PW (*)	180,823.00
5377(A)	MOTOROLA SOLUTIONS, INC	ANNUAL MAINTENANCE - IT (*)	72,413.70
301465	AL WARREN OIL CO INC	FUEL - PW	37,593.97
5380(A)	REALTY & MORTGAGE CO.	SHF EXPENSE REIMB - FIN	24,073.83
301535	SENTINEL TECHNOLOGIES, INC	EQUIPMENT - IT (*)	23,013.00
301494	HEARTLAND BUSINESS SYSTEMS, LLC	EQUIPMENT - IT	18,462.88
5374(A)	MGP, INC.	SERVICES - PW	17,853.83
301534	RUSH TRUCK CENTERS OF ILLINOIS	PARTS - PW	16,482.37
5376(A)	MID AMERICAN WATER OF WAUCONDA INC	SUPPLIES - PW	11,120.20
301554	W S DARLEY & COMPANY	BUNKER GEAR - FD	10,336.13
301463	A. EPSTEIN AND SONS INTERNATIONAL	PROFESSIONAL SERVICES - PW	8,635.19
301539	SNI SOLUTIONS, INC	SUPPLIES - PW	8,550.00
5357(A)	ALEXANDER CHEMICAL CORPORATION	SUPPLIES - PW	8,522.32
5383(A)	WATER RESOURCES INC	SUPPLIES - PW	8,520.00
5384(A)	WEIDNER FARMS MATERIAL INC	MATERIALS - PW	7,063.27
301466	AMERICAN PRINTING TECHNOLOGIES INC	PRINTING - FIN	6,578.03
301512	KORDICK ELECTRIC CO	SERVICES - PW	5,711.00
301552	VERIZON WIRELESS	TELECOMMUNICATIONS - IT	5,004.00
5372(A)	MEADE INC.	TRAFFIC SIGNALS - PW	4,446.76
301527	PARKMOBILE, LLC	SERVICES - PW	4,436.95
301514	MENONI & MOCOGNI, INC.	MATERIALS - PW	4,369.20
5356(A)	ADVIZEX TECHNOLOGIES LLC	CONSULTING - IT	4,000.00
5364(A)	FIRE SAFETY CONSULTANTS, INC	PROFESSIONAL SERVICES - FD	3,940.00
301528	PETER BAKER AND SON	MATERIALS - PW	3,502.50
301491	GOLF MILL FORD	PARTS - PW	3,483.50
301549	U.S. BANK EQUIPMENT FINANCE	PRINTING - IT	2,983.47
301492	GRANITE TELECOMMUNICATIONS, LLC	TELECOMMUNICATIONS - IT	2,922.48
301474	BURRIS EQUIPMENT COMPANY	PARTS - PW	2,825.16
5370(A)	MACQUEEN EMERGENCY GROUP	PARTS - PW	2,591.10
5355(A)	ADVANCED TREE CARE	SERVICES - PW	2,415.32
5379(A)	POMP'S TIRE SERVICE, INC	SERVICES - PW	2,188.98
301481	CUMMINS SALES AND SERVICE	SERVICES - PW	2,182.21
301517	NAPA AUTO PARTS	PARTS - PW	2,055.82
5369(A)	LOGSDON OFFICE SUPPLY	SUPPLIES - GG	1,958.51
5360(A)	APPLIED CONCEPTS INC	PARTS - PW	1,923.00
301556	ZOLL MEDICAL CORP	SUPPLIES - FD	1,887.96
301498	IL DEPARTMENT OF INNOVATION	TELECOMMUNICATIONS - IT	1,833.91
5368(A)	KIESLER POLICE SUPPLY, INC.	SUPPLIES - PD	1,769.24
301522	NINJA DE-ICER, LLC	MATERIALS - PW	1,733.10
301540	SOIL & MATERIAL CONSULTANTS, INC	SERVICES - PW	1,703.98
301485	EL-COR INDUSTRIES, INC.	PARTS - PW	1,670.20
5359(A)	AMAZON.COM SERVICES, INC.	SUPPLIES - PW	1,543.47
5366(A)	GRAINGER	SUPPLIES - PW	1,485.72
301478	COLLEGE OF LAKE COUNTY	TRAINING - PD	1,465.00
301468	APWA - ILLINOIS PUBLIC SERVICE INST	CONFERENCES - PW	1,450.00
5367(A)	HAVEY COMMUNICATIONS, INC.	PARTS - PW	1,323.70
301505	INTERNATIONAL ASSOCIATION OF CHIEFS	MEMBERSHIP - PD	1,225.00
5361(A)	BATTERY SERVICE CORPORATION	PARTS - PW	1,169.45
301495	HENDERSON PRODUCTS INC.	PARTS - PW	1,092.79
301537	SHERMAN MECHANICAL INC	SERVICES - PW	1,020.00
301506	J & B SOLUTIONS TO HEALTHY TREES	SERVICES - PW	1,010.00
301507	J.G. UNIFORMS, INC.	UNIFORMS - PD	1,006.50

VILLAGE OF NORTHBROOK

GENERAL LEDGER SYSTEM
WARRANT LIST16-DECEMBER - 22 - 31 DECEMBER -22
FOR 01/10/2023 MEETING

CHECK NUMBER	VENDOR NAME	PURPOSE	AMOUNT
301538	SNAP-ON INDUSTRIAL	PARTS - PW	991.30
5381(A)	ROSE MARY JURINEK	COURT REPORTING - PD	945.00
5375(A)	MICHAEL WAGNER & SONS, INC	SUPPLIES - PW	924.92
301488	FIRST CHOICE COFFEE SERVICES	SERVICES - PW	894.40
301480	COMMONWEALTH EDISON COMPANY	UTILITIES - PW	870.84
301470	ASSOCIATED TECHNICAL SERVICES, LTD	SERVICES - PW	802.00
301486	FE MORAN INC., FIRE PROTECTION	SUPPLIES - PW	800.00
301524	NORTHSORE OMEGA	TESTING - PW	783.00
5365(A)	FLUORECYCLE, INC.	RECYCLE - PW	773.65
301513	LAN ELECTRIC, INC	SERVICES - PW	770.00
301464	ACE NORTHBROOK HARDWARE & RENTAL	SUPPLIES - PW	737.30
5371(A)	MC MASTER-CARR SUPPLY COMPANY	SUPPLIES - PW	733.33
301500	ILLINOIS FIRE CHIEFS ASSOCIATION	MEMBERSHIPS - FD	700.00
301501	ILLINOIS GLASSWORKS LLC	SERVICES - PW	698.00
301545	THE 100 CLUB OF ILLINOIS	CONTRIBUTION - PD	678.00
301516	MIDWEST POWER INDUSTRY, INC	SERVICES - PW	660.00
5363(A)	CHICAGO COMMUNICATIONS LLC	MAINTENANCE - PD	649.50
301471	BOUND TREE MEDICAL, LLC	SUPPLIES - FD	598.89
301496	HIGH PSI LTD.	SUPPLIES - PW	589.00
301532	RLB HYDRAULIC SERVICES	PARTS - PW	567.64
5362(A)	C.E.S.	SUPPLIES - PW	557.28
301531	RAYNOR DOOR COMPANY	SERVICES - PW	550.23
301525	OPTRICS INC	EQUIPMENT - IT	549.13
301541	SPAULDING MFG, INC	PARTS - PW	546.85
301546	THE RETAIL COACH, LLC	RECRUITMENT - GG	538.24
301550	V3 COMPANIES, LTD	PROFESSIONAL SERVICES - DPS	525.00
301479	COMCAST CABLE	UTILITIES - FD	479.87
301473	BRONSON FLANNAGAN	TRAINING - FD	459.00
301553	VILLAGE OF ROMEOVILLE	TRAINING - FD	450.00
301543	SUNSET FOOD MART, INC	SUPPLIES - PW	434.64
301461	3M COMPANY	SUPPLIES - PW	432.36
5378(A)	NEMETH GLASS OF ILLINOIS, INC	SERVICES - PW	395.00
301469	ARTISTIC ENGRAVING	RECOGNITION - PD	392.41
5373(A)	METROPOLITAN INDUSTRIES	SUPPLIES - PW	390.00
301493	GRAPHICS 2000 INC.	SUPPLIES - FD	383.62
301475	CHICAGO SUN-TIMES	SUBSCRIPTIONS - FD	364.00
301523	NORTH SHORE GAS COMPANY	UTILITIES - PW	357.81
301555	WEX	SERVICES - GG	356.16
301482	DAVID NUGENT	ESCROW RELEASE - PW	350.00
301462	A&B AUTOMOTIVE SECURITY SYSTEMS	PARTS - PW	329.99
301530	PUMPBIZ, INC.	PARTS - PW	323.04
301529	PROVANTAGE LLC	SUPPLIES - PW	293.82
301489	G.W. BERKHEIMER CO., INC.	SUPPLIES - PW	285.00
301518	NATIONAL ASSOCIATION OF SOCIAL	MEMBERSHIP - PD	271.00
301519	NEHER ELECTRIC SUPPLY, INC	SUPPLIES - PW	250.74
5382(A)	USABLUEBOOK	SUPPLIES - PW	247.04
301472	BRENDAN CAIN	UNIFORMS - PD	240.95
301477	CINTAS CORPORATION #2	UNIFORMS - PW	218.13
301533	ROBERT KINCAID	KITCHEN/DORM - FD	201.69
301520	NFPA	MEMBERSHIPS - FD	175.00
301483	DONALD ANDERSON	TRAINING - PD	171.45
5358(A)	ALPHAGRAPHICS US333	SUPPLIES - PW	140.46
301542	STRYKER SALES CORP	SUPPLIES - FD	131.20

VILLAGE OF NORTHBROOK

GENERAL LEDGER SYSTEM
WARRANT LIST16-DECEMBER - 22 - 31 DECEMBER -22
FOR 01/10/2023 MEETING

CHECK NUMBER	VENDOR NAME	PURPOSE	AMOUNT
301509	JONATHAN SALMI	UNIFORMS - PD	117.99
301536	SHARI NIVASCH	MILEAGE REIMBURSEMENT - PD	100.00
301547	THOMPSON ELEVATOR INSPECTION	PROFESSIONAL SERVICES - DPS	100.00
301497	HOME DEPOT CREDIT SERVICES	SUPPLIES - PW	98.97
301557	ACE NORTHBROOK HARDWARE & RENTAL	SUPPLIES - PW	98.02
301544	THALMANN ALIGNMENT INC	SERVICES - PW	90.00
301503	IMAGE SPECIALTIES OF GLENVIEW	RECOGNITION - PD	79.00
301476	CINTAS CORPORATION #2	UNIFORMS - PW	72.71
301508	JAMISON HANSELMAN	UNIFORMS - PD	64.80
301521	NICOR	UTILITIES - PW	53.56
301499	ILCMA	JOB POSTING - GG	50.00
5385(A)	AMAZON.COM SERVICES, INC.	SUPPLIES - PW	45.94
5386(A)	MICHAEL WAGNER & SONS, INC	SUPPLIES - PW	44.27
301560	PROVANTAGE LLC	SUPPLIES - PW	42.00
301511	JOSEPH KNEBL	LICENSE RENEWAL - FD	40.00
301490	GINA MANSKI	SUPPLIES - PD	38.98
301526	PAGERDUTY, INC	ANNUAL SUBSCRIPTION - IT	36.23
301559	NORTH SHORE GAS COMPANY	UTILITIES - PW	35.05
301487	FEDEX	POSTAGE - PW	34.67
301558	BATTERIES PLUS LLC	SUPPLIES - PW	33.30
301551	VERIZON CONNECT NWF INC	PARTS - PW	30.23
301502	ILLINOIS STATE POLICE	PSYCH EXAM - FD	28.25
301484	DULTMEIER SALES, LLC	PARTS - PW	27.70
301515	MICHAEL TRACY	UNIFORMS - PD	24.50
301510	JOON NAMKUNG	PARKING TICKET REFUND - FIN	10.00
301467	ANGELIKA MCGEE	MILEAGE REIMBURSEMENT - PD	5.00
CLASS 'A' TOTAL			784,346.94

VILLAGE OF NORTHBROOK

GENERAL LEDGER SYSTEM
WARRANT LIST16-DECEMBER - 22 - 31 DECEMBER -22
FOR 01/10/2023 MEETING

CHECK NUMBER	VENDOR NAME	PURPOSE	AMOUNT
CLASS 'B' WARRANTS			
12/30/22	PAYROLL	12/30/22 PAYROLL	1,079,538.08
361(E)	CHASE CARD SERVICES	VILLAGE CREDIT CARD - FIN	27,805.22
301443	QUADIENT, INC	RENTAL - FIN	543.00
301444	NORTHBROOK POSTMASTER	REPLENISH POSTAGE - FIN	100.00
CLASS 'B' TOTAL			1,107,986.30
REPORT TOTAL			1,892,333.24

by roll call vote of the Northbrook Village Board of Trustees at a duly noticed official meeting on the _____ day

20 .

Village President

ATTEST: _____

VILLAGE OF NORTHBROOK

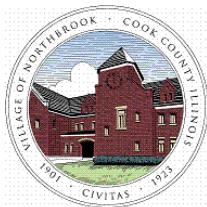
GENERAL LEDGER SYSTEM WARRANT LIST

DECEMBER 30 , 2022 FRONTAGE DEPOSIT REFUND

CHECK NUMBER	VENDOR NAME	PURPOSE	AMOUNT
301445	AMAZING HOMES DEVELOPERS, LLC	FRONTAGE DEPOSIT REFUND ®	1,000.00
301446	AMERICAN NATIONAL SPRINKLERS AND LAWN	FRONTAGE DEPOSIT REFUND ®	500.00
301447	AQUA DOCTORS PLUMBING LLC	FRONTAGE DEPOSIT REFUND ®	500.00
301448	ARMON INC	FRONTAGE DEPOSIT REFUND ®	2,300.00
301449	CAB BACKFLOW INC	FRONTAGE DEPOSIT REFUND ®	500.00
301450	CAPPS PLUMBING AND SEWER	FRONTAGE DEPOSIT REFUND ®	500.00
301451	GNP DEVELOPMENT	FRONTAGE DEPOSIT REFUND ®	1,000.00
301452	JOHN J KONSOR	FRONTAGE DEPOSIT REFUND ®	1,000.00
301453	LEEVY YOESEP	FRONTAGE DEPOSIT REFUND ®	11,100.00
301454	MARCUS FILIPPELLO & NEHA PATEL	FRONTAGE DEPOSIT REFUND ®	500.00
301455	NORTH SHORE LAWNSPRINKLER	FRONTAGE DEPOSIT REFUND ®	500.00
301456	ONE TIME IRRIGATION INC	FRONTAGE DEPOSIT REFUND ®	500.00
301457	RAVINIA PLUMBING AND HEATING	FRONTAGE DEPOSIT REFUND ®	500.00
301458	RELIANCE PLUMBING SEWER AND DRAINAGE	FRONTAGE DEPOSIT REFUND ®	500.00
301459	SURAM DEVELOPERS	FRONTAGE DEPOSIT REFUND ®	4,000.00
301460	WILMETTE LUCKE PLUMBING, INC	FRONTAGE DEPOSIT REFUND ®	500.00
CLASS 'A' TOTAL			25,400.00

Village President

ATTEST:



MEMORANDUM

VILLAGE OF NORTHBROOK

INFORMATION TECHNOLOGY

TO: CARA PAVLICEK, VILLAGE MANAGER
FROM: LORI D. BAKER, CHIEF INFORMATION OFFICER
DATE: January 10, 2023
SUBJECT: A RESOLUTION APPROVING THE ANNUAL RENEWAL OF CYBERSECURITY SYSTEMS MAINTENANCE FROM GHA ASSOCIATES

As part of the Village's cybersecurity posture, several systems from Barracuda Networks are utilized. These include on-premise systems along with cloud-hosted services. These systems are used to mitigate security risks from phishing emails and malicious websites, and also to archive all Village email correspondence.

Barracuda recommends an annual support and maintenance contract be in place to ensure availability of technical support in the event of an issue. The annual contract also provides software updates to keep the systems protected and running without problems, and includes hardware replacement in the event of a system failure. The Village has procured an annual maintenance contract every year since the systems were initially implemented. Additionally, the Village utilizes some annual subscription services from Barracuda which are also included in this renewal.

The Village's Information Technology (IT) Department reviewed the various Barracuda Networks systems and services in use, and agree that they continue to provide the value expected and are an integral part of the Village's overall security strategy. At this time, the Village IT Staff recommend the continued use of these systems and services, and recommend the renewal of all products and annual maintenance.

The Village's support contract for the Barracuda systems expired on December 27, 2022. Staff requested and received renewal quotes from four Barracuda partners. A summary of those quote follow:

Partner	Total Cost
Advizex	\$29,683.20
GHA Associates	\$20,998.57
ITSavvy	\$23,506.33
NobleTec	\$23,597.40

GHA Associates provided the lowest cost, most responsible bid, in the amount of \$20,998.57.

Staff recommends Village Board approval of a renewal of a one-year agreement with GHA Technologies for Barracuda maintenance in an amount not to exceed \$20,998.57. This purchase was a planned annual purchase and funds are allocated and available in the FY2022/2023 budget in Account No. 11-1400-523-00.

Staff will be present at the January 10, 2023 regular Board of Trustees meeting to address any questions

that may arise.

9.A

Resolution (ID # 6481)

BE IT RESOLVED by the President and Board of Trustees of the Village of Northbrook, County of Cook and State of Illinois, THAT:

A Resolution Approving the Annual Renewal of Cybersecurity Systems Maintenance from GHA Associates

is hereby adopted, as follows:

Section 1. Recitals.

The Village's Annual Budget for FY 2022/2023 provides for the continued procurement of Barracuda systems maintenance to cover the security and backup systems used by all Departments of the Village ("Services"). Village staff requested a quote from four Barracuda partners for the Services. Village staff determined that GHA Technologies ("Vendor"), with headquarters in Scottsdale, Arizona, provided by lowest cost, most responsible bid.

Based on these factors, Village staff recommends procuring the Services from the Vendor. Sufficient funds exist in Account No. 11-1400-523-00 for this expenditure.

The President and the Board of Trustees have considered the need for the procurement of the Services and determined that it is in the best interests of the Village and the public.

Section 2. Authorization for Purchase.

The Village Manager shall be, and is hereby, authorized and directed to execute all such documents and make sure payments as are necessary to complete the procurement of the Services from the Vendor in a not-to-exceed amount of \$20,998.57.

Scheduled: 1/10/2023

ATTEST:

Village President

Village Clerk



GHA Technologies, Inc.
 Dept. #2090
 PO Box 29661
 Phoenix, Arizona 85038
 United States
<http://www.gha-associates.com>
 (P) 480-951-6865
 (F) 480-951-6956

Quotation (Open)

Date
 Dec 05, 2022 03:14 PM CST

Modified Date
 Dec 05, 2022 03:22 PM CST

Quote #
 2613246 - rev 1 of 1

Description
 Barracuda Renewal

SalesRep
 Olson Jr, Robert
 (P) 708-553-0037
 (F) 480-951-6956

Customer Contact
 Cabral, Jerick
 (P) 847-664-4082
 Jerick.Cabral@northbrook.il.us

Customer
 Village of Northbrook (VO18545)
 Cabral, Jerick
 1225 Cedar Lane
 Northbrook, IL 60062
 United States

Bill To
 Village of Northbrook
 Payable, Accts
 1225 Cedar Lane
 Northbrook, IL 60062
 United States

Ship To
 Village of Northbrook
 Cabral, Jerick
 1225 Cedar Lane
 Northbrook, IL 60062
 United States

Customer PO:

Terms:
 Net 60 Days

Ship Via:
 Electronic

Special Instructions:

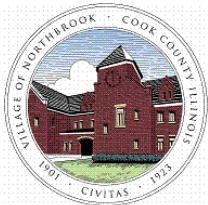
Carrier Account #:

#	Image	Description	Part #	Tax	Qty	Unit Price	Total
1	 No image available	Barracuda Instant Replacement Extended service agreement - replacement -- shipment - response time: 1 business day - for P/N: [REDACTED]	[REDACTED]	Yes	1	\$1,273.35	\$1,273.35
		Note: SN# [REDACTED] 27-Dec-2022 - 26-Dec-2023 (365 days)					
2	 No image available	Barracuda Energize Updates Subscription license - for P/N: [REDACTED]	[REDACTED]	Yes	1	\$1,612.91	\$1,612.91
		Note: SN# [REDACTED] 27-Dec-2022 - 26-Dec-2023 (365 days)					
3	 No image available	Barracuda [REDACTED] [REDACTED] Subscription license - for P/N: [REDACTED]	[REDACTED]	Yes	1	\$1,358.24	\$1,358.24
		Note: SN# [REDACTED] 27-Dec-2022 - 26-Dec-2023 (365 days)					
4	 No image available	Barracuda Instant Replacement Extended service agreement - replacement -- shipment - response time: 1 business day - for P/N: [REDACTED]	[REDACTED]	Yes	1	\$2,461.82	\$2,461.82
		Note: SN# [REDACTED] 27-Dec-2022 - 26-Dec-2023 (365 days)					
5	 No image available	Barracuda Energize Updates Subscription license	[REDACTED]	Yes	1	\$2,971.17	\$2,971.17
		Note: SN# [REDACTED] 27-Dec-2022 - 26-Dec-2023 (365 days)					

#	Image	Description	Part #	Tax	Qty	Unit Price	Total
6	 No image available	Barracuda Energize Updates Subscription license - North America - for P/N: [REDACTED]	[REDACTED]	Yes	1	\$1,018.68	\$1,018.68
		Note: SN# [REDACTED] 27-Dec-2022 - 26-Dec-2023 (365 days)					
7	 No image available	Barracuda Instant Replacement Extended service agreement - replacement - shipment - response time: 1 business day - for P/N: [REDACTED]	[REDACTED]	Yes	1	\$602.72	\$602.72
		Note: SN# [REDACTED] 27-Dec-2022 - 26-Dec-2023 (365 days)					
8	 [REDACTED]	Barracuda [REDACTED] Subscription license - United States	[REDACTED]	Yes	1	\$1,782.70	\$1,782.70
		Note: SN# [REDACTED] 27-Dec-2022 - 26-Dec-2023 (365 days)					
9	<input checked="" type="checkbox"/> [REDACTED]	Barracuda [REDACTED] License - 1 application - hosted	[REDACTED]	Yes	3	\$226.66	\$679.98
		Note: SN# [REDACTED] 27-Dec-2022 - 26-Dec-2023 (365 days) New Subscription					
10	Barracuda [REDACTED]	[REDACTED]	[REDACTED]	Yes	25	\$61.13	\$1,528.25
		Note: SN# [REDACTED] 27-Dec-2022 - 26-Dec-2023 (365 days) New Subscription					
11	Barracuda [REDACTED]	[REDACTED]	[REDACTED]	Yes	25	\$151.95	\$3,798.75
		Note: SN# [REDACTED] 27-Dec-2022 - 26-Dec-2023 (365 days) New Subscription					
12	 No image available	Barracuda [REDACTED] Subscription license (1 month) - [REDACTED]	[REDACTED]	Yes	25	\$76.40	\$1,910.00
		Note: SN# [REDACTED] 27-Dec-2022 - 26-Dec-2023 (365 days) New Subscription					
Subtotal: \$20,998.57 Tax (.0000%): \$0.00 Shipping: \$0.00 Misc: \$0.00 Total: \$20,998.57							
\$1 Buyout		\$1,836.32 / mo. for 12 months. \$959.21 / mo. for 24 months. \$667.75 / mo. for 36 months. \$522.44 / mo. for 48 months. \$435.72 / mo. for 60 months.					

Sales tax calculation is estimated and subject to change. Terms Definition: Unless agreed upon otherwise; Net 30 terms, cash in the GHA bank 30 days from the date of shipment. Lease payment calculations are estimated and may include sales tax in the payment amount. You can obtain an accurate lease quote from our leasing company. Rates are subject to change without notice.

GHA is an authorized and leading supplier for Microsoft, HP, Apple, Dell, Lenovo, VMWare, IBM and Cisco. GHA does not source any of these products from the gray market. If you have a pending quotation from a competitor that is significantly less in price, that may be a strong indication of gray market involvement. Please immediately bring this to the attention of your sales professional who can verify with the manufacturer for your benefit and protection. Your sales representative can also talk to you about the risks associated with doing business with a gray market supplier. The prices quoted may change due to market conditions beyond our control. GHA cannot be responsible for manufacturer availability or delays. No verbal quotations or promises can be honored unless set forth herein. Due to many people working from home, GHA will not be responsible for the boxes if lost or stolen after the delivery has been made, and if they are lost or stolen, you still agree to pay your GHA invoice. Signature will be required on all shipments. Handling Fees: Handling fees charged on shipments are in addition to the freight and insurance charges and vary. Returns Policy: Cloud Service Provider CSP orders for Microsoft require at least 30 days of cancellation notice from Buyer. Buyer agrees to pay for any cloud subscription usage incurred. For all other CSPs, GHA will pass through and honor the cancellation policy as stated in the original contract whether 30, 60 or 90 days of cancellation notice is required. Custom computers and technology orders are non-cancellable and non-returnable. No return will be accepted after 30 days from the invoice date. Goods accepted for credit upon return will be subject to handling/restocking charge, which shall be not less than 15% of the price of Goods. Custom-made Goods are not subject to cancellation or return under any circumstances. In no case are Goods to be returned without first obtaining Seller's written permission. Goods must be securely packed in the original packaging and delivered to Seller in an undamaged condition with Buyer being solely responsible for paying all return freight expenses and keeping the GHA invoice current within 30 days from the date of shipment regardless of the reason for a return. All returns must be accompanied by an authorized RMA number, which is valid for 15 days after date of issuance. GHA Technologies makes NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE with respect to the goods described hereon. International shipments/returns: Customer is responsible to pay all VAT, duties, customs charges, freight forwarding services, storage, handling, foreign exchange rates/fees, miscellaneous fees from any country, expedited or return freight expenses. Customer shall be liable; GHA is NOT responsible. GHA is not responsible for any return shipment expenses. ~Supplier represents and warrants that it is an equal-opportunity employer and does not discriminate on the basis of age, race, creed, color, religion, sex, sexual orientation, gender identity, national origin, disability, marital or veteran status, or any other basis that is prohibited by law. This document shall be governed by the laws of the State of Arizona. You may view all Terms & Conditions at: http://gha-associates.com/Terms_and_Conditions/index.html. - THIS QUOTE HAS BEEN PROVIDED FOR CLIENT AND GHA PURPOSES ONLY** CORPORATE OFFICE: (REMIT PAYMENTS TO THE DEPARTMENT NUMBER AND PO BOX LISTED ABOVE; NO PAYMENTS SHOULD BE MAILED TO THE CORPORATE OFFICE) GHA Technologies, Inc. 8998 E. Raintree Drive Scottsdale, AZ 85260



MEMORANDUM

VILLAGE OF NORTHBROOK

PUBLIC WORKS

TO: CARA PAVLICEK, VILLAGE MANAGER
FROM: KELLY HAMILL, PUBLIC WORKS DIRECTOR
DATE: January 10, 2023
SUBJECT: A RESOLUTION AUTHORIZING A SERVICE PROVIDER AGREEMENT AND STATEMENT OF WORK FOR GIS SERVICES

The Village of Northbrook joined the now 38-community Geographic Information System (GIS) Consortium in March 2013. Upon joining the Consortium, the Village executed an initial service provider agreement with Municipal GIS Partners, Inc., of Des Plaines, Illinois (the "Consultant"), which serves as the sole source service provider for Consortium communities.

The Consultant provides the Consortium with staffing resources and GIS development assets. Specifically, the Village of Northbrook receives one staff member full-time on-site from the Consultant. In addition, the Village also receives shared programming and system support from the Consultant's off-site staff. Finally, the service provider agreement provides the Village access to GIS development assets such as the MyGIS program as well as other necessary GIS software and the accompanying licenses.

Under the model used by the Consortium, each member enters into a service provider agreement with the Consultant and establishes the service level to be provided through an annual Statement of Work. The Village's current service provider agreement was set to expire on December 31, 2023, however the agreement has been amended with minor changes allowing for multiple one year renewals and establishing time frames for termination of the service provider agreement. The revised service provider agreement is included as Exhibit A.

The Supplemental Statement of Work for calendar year 2023 is attached as Exhibit B. As in prior years, the Village will continue to have the costs for an on-site analyst paid directly by the Village with shared costs for off-site staff and development assets spread across the Consortium's members.

GIS services are an increasingly important component of the Village's services. During the nine years of the Village's membership in the Consortium, the Consultant has reached several milestones that include:

- Transitioned to the new MyGIS software for both internal and external customers.
- provided public access to valuable information such as maps of upcoming capital projects, zoning information, and FEMA flood hazard maps.
- Assisted in the development of layers for tracking maintenance of the Village's infrastructure and assets such as fire hydrants, water mains, and parkway trees.
- Assisted departments with internal projects and processes including developing home foreclosure map layers, emergency response mutual aid resource and jurisdiction mapping.
- Produced "story maps" for large scale private developments and the Village's infrastructure

projects.

- Assisted with the Village's participation in the FEMA Community Rating System program by producing watershed and drainage area maps.
- Continued assisting the Public Works Department with creation of "dashboards" for tracking various services including water main breaks, valve turning, sewer cleaning, street sweeping and similar geographic and asset-based tasks.

The 2023 Supplemental Statement of Work Agreement maintains the Village's 2022 service levels and includes one full-time staff member equivalent on site as well as a shared analyst and other administrative staff. The total cost for the Village's service provider agreement with the Consultant for 2023 is \$222,480. The FY 2022/23 Budget has sufficient funds for GIS services in the General, Water Distribution, Sanitary Sewer and Stormwater Utility Funds and sufficient funds will be included in the Draft FY 2023/24 budget in the same funds.

Staff recommends Village Board approval of a Resolution authorizing the execution of an amended service provider agreement and supplemental statement of work with Municipal GIS Partners, Inc., of Des Plaines, Illinois as the sole source provider of GIS services for Consortium members in the amount of \$222,480. Staff will be present at the Village Board meeting to address any questions that may arise.

Resolution (ID # 6468)

BE IT RESOLVED by the President and Board of Trustees of the Village of Northbrook, County of Cook and State of Illinois, THAT:

A Resolution Approving the 2023 Supplemental Statement of Work and Amendment to Service Provider Agreement with Municipal GIS Partners, Inc., of Des Plaines, Illinois, for GIS Support Services

is hereby adopted, as follows:

Section 1. Recitals.

On March 12, 2013, the Board of Trustees adopted Resolution No. 13-R-26, authorizing the Village to join the GIS Consortium ("Consortium"), an organization comprised of thirty-eight municipalities in northeastern Illinois, which shares the cost of establishing a Geographic Information Systems program ("Program"). On behalf of its members, the Consortium has selected Municipal GIS Partners, Inc. ("Vendor"), as the sole source provider of services related to the Program ("GIS Support Services") including Program staffing and shared software initiatives. The GIS Support Services provided by the Vendor are and will continue to be used by all departments of the Village.

The Village and the Vendor entered into a new professional services agreement for GIS Support Services for the period commencing January 1, 2023 and ending December 31, 2023. This Service Provider Agreement ("Service Provider Agreement") has been updated with new terms for renewals of the agreement and termination time frames. As part of this agreement, the Village must also approve an annual Supplemental Statement of Work ("Statement of Work") outlining the cost for staff support to be provided to the Village during the 2023 calendar year. The total amount for calendar year 2023 GIS Support Services will be \$222,480. The Annual Budget for FY 2022/23 contains sufficient funds to cover cost incurred during this fiscal year. Staff will program sufficient funds into the Village's Draft Annual Budget for FY 2022/23 in Account Nos. 11-1400-554-00 (General Fund), 21-4180-554-00 (Water Fund), 14-4160-554-00 (Sanitary Sewer Fund), and 16-4190-554-00 (Stormwater Fund). The President and the Board of Trustees intend to retain this funding in the Final FY 2023/24 Budget as approved.

The President and the Board of Trustees have considered the Service Provider Agreement and Statement of Work and determined that it is in the best interests of the Village and the public.

Section 2. Approval of Service Provider Agreement and Statement of Work.

The Service Provider Agreement and Statement of Work shall be, and is hereby, approved in substantially the form attached to this Resolution as *Exhibit A* and *Exhibit B* respectively.

Section 3. Authorization to Execute Service Provider Agreement and Statement of Work.

The Village Manager and the Village Clerk shall be, and are hereby, authorized and

directed to execute and seal, on behalf of the Village, the Service Provider Agreement and Statement of Work and all necessary documentation related thereto and make payments to the Vendor in the amount of \$222,480 in consideration for the GIS Support Services.

Scheduled: 1/10/2023

ATTEST:

Village President

Village Clerk

GIS CONSORTIUM SERVICE PROVIDER CONTRACT

This contract (this “**Contract**”) made and entered into this 1st day of January, 2023 (the “**Effective Date**”), by and between the Village of Northbrook, an Illinois municipal corporation (hereinafter referred to as the “**Municipality**”), and Municipal GIS Partners, Incorporated, 701 Lee Street, Suite 1020, Des Plaines, Illinois 60016 (hereinafter referred to as the “**Consultant**”).

WHEREAS, the Municipality is a member of the Geographic Information System Consortium (“**GISC**”);

WHEREAS, the Consultant is a designated service provider for the members of GISC and is responsible for providing the necessary professional staffing resource support services as more fully described herein (the “**Services**”) in connection with the Municipality’s geographical information system (“**GIS**”);

WHEREAS, the Municipality desires to engage the Consultant to provide the Services on the terms set forth herein; and

WHEREAS, the Consultant hereby represents itself to be in compliance with Illinois statutes relating to professional registration applicable to individuals performing the Services hereunder and has the necessary expertise and experience to furnish the Services upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and of the promises hereinafter set forth, it is hereby agreed by and between the Municipality and the Consultant that:

SECTION 1 SCOPE OF SERVICES

1.1 **Statement of Work**. This Contract contains the basic terms and conditions that will govern the overall relationship between the Consultant and the Municipality. The Consultant will provide the Services described in the statement of work attached hereto as ***Attachment 1*** (“**Statement of Work**”), which shall become a part of and subject to this Contract.

1.2 **Supplemental Statements of Work**. Any additional services to be performed by the Consultant may be added to this Contract after the Effective Date by the mutual agreement of the parties, which agreement will be evidenced by mutual execution of a Supplemental Statement of Work which shall also be subject to the terms and conditions set forth in this Contract.

1.3 **Additional Compensation**. If the Consultant wishes to make a claim for additional compensation as a result of action taken by the Municipality, the Consultant shall give written notice of its claim within fifteen (15) days after occurrence of such action. Regardless of the decision of the Municipality Manager relative to a claim submitted by the Consultant, all work required under this Contract as determined by the Municipality Manager shall proceed without interruption.

1.4 Contract Governs. If there is a conflict between the terms of this Contract and the Statement of Work or any Supplemental Statement of Work, unless otherwise specified in such Statement of Work, the terms of this Contract shall supersede the conflicting provisions contained in such Statement of Work.

SECTION 2 PERFORMANCE OF WORK

2.1 All work hereunder shall be performed under the direction of the Village Manager or their designee (hereinafter referred to as the "***Municipality Manager***") in accordance with the terms set forth in this Contract and each relevant Statement of Work.

SECTION 3 RELATIONSHIP OF PARTIES

3.1 Independent Contractor. The Consultant shall at all times be an independent contractor, engaged by the Municipality to perform the Services. Nothing contained herein shall be construed to constitute a partnership, joint venture or agency relationship between the parties.

3.2 Consultant and Employees. Neither the Consultant nor any of its employees shall be considered to be employees of the Municipality for any reason, including but not limited to for purposes of workers' compensation law, Social Security, or any other applicable statute or regulation.

3.3 No Authority to Bind. Unless otherwise agreed to in writing, neither party hereto has the authority to bind the other to any third party or to otherwise act in any way as the representative of the other.

SECTION 4 PAYMENT TO THE CONSULTANT

4.1 Payment Terms. The Municipality agrees to pay the Consultant in accordance with the terms and amounts set forth in the applicable Statement of Work, provided that:

(a) The Consultant shall submit invoices in a format approved by the Municipality.

(b) The Consultant shall maintain records showing actual time devoted to each aspect of the Services performed and cost incurred. The Consultant shall permit the authorized representative of the Municipality to inspect and audit all data and records of the Consultant for work done under this Contract. The Consultant shall make these records available at reasonable times during this Contract period, and for a year after termination of this Contract.

(c) The service rates and projected utilization set forth in the applicable Statement of Work shall adjust each calendar year in accordance with the annual rates approved by the Board of Directors of GISC which shall be reflected in a Supplemental Statement of Work.

(d) Payments to the Consultant shall be made pursuant to the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq.).

(e) The Municipality is a tax-exempt municipality and will provide Consultant with a copy of the Municipality's current sales tax exemption certificate. Consultant shall not charge the Municipality any tax incurred by the Consultant for these Services.

4.2 Service Rates. The fees and/or service rates set forth in the Statement of Work and Supplemental Statement of Work include all applicable federal, state, and local taxes of every kind and nature applicable to the Services as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar benefits and all costs, royalties and fees arising from the use of, or the incorporation into, the Services, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, premium, costs, royalties, or fees is hereby waived and released by Consultant.

SECTION 5 TERM

5.1 Initial Term. Subject to earlier termination pursuant to the terms of this Contract, the initial term of this Contract shall commence on the Effective Date and remain in effect for one (1) year (the "Initial Term").

5.2 Renewal Terms. The Initial Term may be extended for successive one (1) year periods or for any other period as mutually agreed to in writing and set forth in a Supplemental Statement of Work executed by both parties (each, a "Renewal Term," and all Renewal Terms, together with the Initial Term, being the "Term of this Agreement").).

5.3 Status of this Contract. The expiration of the Initial Term or a Renewal Term shall not terminate or affect the obligations of the Parties to each other under any existing Statement of Work or Supplemental Statement of Work issued pursuant to this Contract, and such Statement of Work or Supplemental Statement of Work shall continue in full force and effect and shall continue to be governed by the terms of this Contract until the expiration or completion of such Statement of Work or Supplement Statement of Work or until such Statement of Work or Supplemental Statement of Work is itself terminated pursuant to this Contract.

SECTION 6 TERMINATION OF CONTRACT

6.1 Voluntary Termination. Notwithstanding any other provision hereof, (a) the Municipality may terminate this Contract, any Statement of Work, or any Supplemental Statement of Work during the Initial Term or any Renewal Term, with or without cause, at any time upon ninety (90) calendar days prior written notice to the Consultant; (b) the Consultant may terminate this Contract, any Statement of Work, or any Supplemental Statement of Work, with or without cause, at any time upon one hundred eighty (180) calendar days prior written notice to the Municipality; or (c) following the expiration of the Term of this Agreement, and notwithstanding Section 5.3 of this Agreement, either Party may terminate any Statement of Work or any

Supplemental Statement of Work, with or without cause, upon thirty (30) calendar days prior written notice to the other Party.

6.2 Termination for Breach. Either party may terminate this Contract upon written notice to the other party following a material breach of a material provision of this Contract by the other party if the breaching party does not cure such breach within fifteen (15) days of receipt of written notice of such breach from the non-breaching party.

6.3 Payment for Services Rendered. In the event that this Contract is terminated in accordance with this Section 6, the Consultant shall be paid for services actually performed and reimbursable expenses actually incurred.

6.4 Effect of Termination. Termination of any Statement of Work or Supplemental Statement of Work will have no effect on this Contract. Termination of this Contract will serve to immediately terminate all open Statements of Work and Supplemental Statements of Work, absent a written agreement between the parties otherwise. Termination or expiration of this Contract, any Statement of Work, or any Supplemental Statement of Work will not affect any right or obligation of a party that comes into effect before, upon, or after such termination or expiration, or otherwise survives such termination or expiration, which was incurred by such party prior to such termination or expiration.

SECTION 7 CONSULTANT PERSONNEL AND SUBCONTRACTORS

7.1 Adequate Staffing. The Consultant must assign and maintain during the term of this Contract and any renewal thereof, an adequate staff of competent employees, agents, or subcontractors (“**Consultant Personnel**”) that is fully equipped, licensed as appropriate and qualified to perform the Services as required by the Statement of Work or Supplemental Statement of Work.

7.2 Availability of Personnel. The Consultant shall notify the Municipality as soon as practicable prior to terminating the employment of, reassigning, or receiving notice of the resignation of, any Consultant Personnel assigned to provide the Municipality with the Services. The Consultant shall have no claim for damages and shall not bill the Municipality for additional time and materials charges as the result of any portion of the Services which must be duplicated or redone due to such termination or for any delay or extension of the time of performance as a result of any such termination, reassigning, or resignation.

7.3 Use of Subcontractors. The Consultant’s use of any subcontractor or subcontract to perform the Services shall not relieve the Consultant of full responsibility and liability for the provision, performance, and completion of the Services as required by this Contract. All Services performed under any subcontract shall be subject to all of the provisions of this Contract in the same manner as if performed by employees of the Consultant. Consultant shall be fully responsible and assumes liability for the acts and omissions of all subcontractors directly or indirectly employed by, or working at the direction of, the Consultant in the performance of the Services.

7.4 Removal of Personnel and Subcontractors. Municipality may, upon written notice to Consultant, request that any Consultant Personnel be removed or replaced. Consultant shall

promptly endeavor to replace such Consultant Personnel and Municipality shall have no claim for damages for a delay or extension of the applicable Statement of Work as a result of any such removal or replacement.

7.5 Non-Solicitation of Consultant Employees. The Municipality agrees that during the term of this Contract and for a period of one (1) year thereafter, it shall not, directly or indirectly, through any other person, firm, corporation or other entity, solicit, induce, encourage or attempt to induce or encourage any employee of the Consultant to terminate his or her employment with the Consultant or to breach any other obligation to the Consultant. The Municipality acknowledges that the aforementioned restrictive covenant contained in this Section is reasonable and properly required for the adequate protection of the Consultant's business.

SECTION 8

ACCOMMODATION OF CONSULTANT PERSONNEL; MUNICIPAL FACILITIES

8.1 Facilities, Equipment, and Records. The Municipality shall provide the Consultant with adequate and safe office space, furnishings, records, hardware, software and connectivity to fulfill the objectives of the GIS program. Facilities, equipment, and records include, but are not limited to, the following:

- (a) Office space for the Consultant's Personnel. This space should effectively and securely house all required GIS systems, peripherals and support tools. This space must be available during normal business hours;
- (b) Furnishings including adequate desk(s), shelving, and seating for the Consultant's Personnel;
- (c) A telephone line and phone to originate and receive outside calls;
- (d) A network connection with adequate speed and access to the internet;
- (e) Hardware, software, peripherals, and network connectivity to perform the program objectives efficiently; and
- (f) Any Municipality data or record which is necessary for carrying out the work as outlined in the Contract, Statement of Work or Supplemental Statement of Work.

8.2 Backup and Recovery Systems. The Municipality shall be responsible for installing, operating and monitoring the backup and recovery systems for all the Municipality's GIS assets that permit the Consultant to continue Services within a reasonable period of time following a disaster or outage. The Consultant shall be responsible for installing, operating and monitoring the backup and recovery systems for all Consultant's assets that permit the Municipality to continue accessing the GISC Materials and Services within a reasonable period of time following a disaster or outage.

8.3 Right of Entry; Limited Access. Consultant's Personnel performing Services shall be permitted to enter upon the Municipality's property in connection with the performance of the Services, subject to those rules established by the Municipality. Consent to enter upon a

Municipality's facility given by the Municipality shall not create, nor be deemed to imply, the creation of any additional responsibilities on the part of the Municipality. Consultant's Personnel shall have the right to use only those facilities of the Municipality that are necessary to perform the Services and shall have no right to access any other facilities of the Municipality.

SECTION 9

CONFIDENTIAL INFORMATION; INTELLECTUAL PROPERTY; FOIA

9.1 **Municipal Materials**. The Consultant acknowledges and agrees that all trademarks, service marks, logos, tradenames and images provided by or on behalf of the Municipality to the Consultant for use in performing the Services and the GIS database (including files created from the database) created by Consultant hereunder (the "***Municipal Materials***") are the sole and exclusive property of the Municipality. The Consultant acknowledges that this Contract is not a license to use the Municipal Materials except as needed to perform the Services hereunder.

9.2 **Third-Party Materials**. If applicable, to the extent the Consultant has agreed to obtain and/or license Third-Party Materials on behalf of Municipality, the Consultant shall obtain a license for Municipality to use the Third-Party Materials as part of the Services for the purpose specified in the applicable Statement of Work. "***Third-Party Materials***" shall include, but are not limited to, computer software, script or programming code or other materials owned by third parties and/or any software available from third parties, that is licensed by Consultant for the benefit of the Municipality.

9.3 **GISC Materials**. It is expressly understood that, excluding the Municipal Materials and Third-Party Materials, all members of GISC and the Consultant may use or share in any improvements or modifications incorporated into any computer software (in object code and source code form), script or programming code used or developed by the Consultant in providing Services hereunder (the "***GISC Materials***").

(a) The Consultant hereby grants the Municipality a limited, personal, nontransferable, non-exclusive license to use the GISC Materials solely for the purpose of and in connection with the Municipality's GIS. Upon expiration or termination of this Contract, or at such time the Municipality is no longer a member of GISC or in breach of its obligations hereunder, the Municipality shall not be entitled to or granted a license in future enhancements, improvements or modifications in the GISC Materials. The Municipality may grant a sublicense to a third party that the Municipality engages to maintain or update the GISC Materials in connection with the Municipality's GIS; provided that such third party agrees in writing to be bound by the license restrictions set forth in this Contract.

(b) The Municipality acknowledges that the Consultant is in the business of providing staffing resource support services and that the Consultant shall have the right to provide services and deliverables to third parties that are the same or similar to the services that are to be rendered under this Contract, and to use or otherwise exploit any GISC Materials in providing such services.

9.4 **Confidential Information**. In the performance of this Contract, the Consultant may have access to or receive certain information in the possession of the Municipality that is not

generally known to members of the public ("***Confidential Information***"). The Consultant acknowledges that Confidential Information includes, but is not limited to, proprietary information, copyrighted material, educational records, employee data, financial information, information relating to health records, resident account information, and other information of a personal nature. Consultant shall not use or disclose any Confidential Information without the prior written consent of the Municipality. Consultant will use appropriate administrative, technical and physical safeguards to prevent the improper use or disclosure of any Confidential Information received from or on behalf of the Municipality. Upon the expiration or termination of this Contract, Consultant shall promptly cease using and shall return or destroy (and certify in writing destruction of) all Confidential Information furnished by the Municipality along with all copies thereof in its possession including copies stored in any computer memory or storage medium. The term "Confidential Information" does not include information that (a) is or becomes generally available to the public other than as a result of a breach of this Contract by the Consultant; (b) was in the Consultant's or Consultant Personnel's possession on a non-confidential basis from any source other than the Municipality, which source, to the knowledge of the Consultant, is entitled to disclose such information without breach of any obligation of confidentiality; (c) is independently developed by the Consultant without the use of or reference to, in whole or in part, any Confidential Information; (d) required to be disclosed pursuant to a court order issued by a court having jurisdiction thereof (subject to Section 9.5); or (e) information subject to disclosure under FOIA (as defined below in Section 9.6). For avoidance of doubt, it is agreed that the GISC Materials shall not be considered Confidential Information.

9.5 Dissemination of Confidential Information. Unless directed by the Municipality, Consultant shall not disseminate any Confidential Information. If Consultant is presented with a request for documents by any administrative agency or with a subpoena *duces tecum* regarding any Confidential Information which may be in Consultant's possession as a result of Services provided under this Contract, unless prohibited by law, Consultant shall immediately give notice to the Municipality with the understanding that the Municipality shall have the opportunity to contest such process by any means available to it prior to submission of any documents to a court or other third party. Consultant shall not be obligated to withhold delivery of documents beyond the time ordered by a court of law or administrative agency, unless the request for production or subpoena is quashed or withdrawn, or the time to produce is otherwise extended. Consultant shall cause its personnel, staff and subcontractors, if any, to undertake the same obligations regarding confidentiality and dissemination of information as agreed to by Consultant under this Contract.

9.6 Freedom of Information Act Requests. Within four (4) business days after the Municipality's Notice to the Consultant of the Municipality's receipt of a request made pursuant to the Illinois Freedom of Information Act (ILCS 140/1 et seq. – herein "FOIA"), the Consultant shall furnish all requested records in the Consultant's possession which are in any manner related to this Contract or the Consultant's performance of the Services, including but not limited to any documentation related to the Municipality and associated therewith. The Consultant shall not apply any costs or charge any fees to the Municipality or any other person, firm or corporation for its procurement and retrieval of such records in the Consultant's possession which are sought to be copied or reviewed in accordance with such FOIA request or requests. The Consultant shall defend, indemnify and hold harmless the Municipality including its several departments and including its officers and employees and shall pay all of the Consultant's Costs associated with such FOIA request or requests including Costs arising from the Consultant's failure or alleged

failure to timely furnish such documentation and/or arising from the Consultant's failure or alleged failure otherwise to comply with the FOIA, whether or not associated with the Consultant's and/or the Municipality's defense of any litigation associated therewith. In addition, if the Consultant requests the Municipality to deny the FOIA request or any portion thereof by utilizing one or more of the lawful exemptions provided for in the FOIA, the Consultant shall pay all Costs in connection therewith. As used herein, "in the Consultant's possession" includes documents in the possession of any of the Consultant's officers, agents, employees and/or independent contractors; and "Costs" includes but is not limited to attorneys' fees, witness fees, filing fees and any and all other expenses — whether incurred by the Municipality or the Consultant.

9.7 News Releases. The Consultant may not issue any news releases without prior approval from the Municipality Manager nor will the Consultant make public proposals developed under this Contract without prior written approval from the Municipality Manager.

9.8 Survive Termination. The provisions of Section 9.1 and 9.4 through and including 9.8 shall survive the termination of this Contract.

SECTION 10 LIMITATION OF LIABILITY

10.1 THE REPRESENTATIONS SET FORTH IN THIS CONTRACT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY FITNESS FOR A PARTICULAR PURPOSE OR ANY IMPLIED WARRANTIES ARISING FROM TRADE USAGE, COURSE OF DEALING OR COURSE OF PERFORMANCE. UNDER NO CIRCUMSTANCES SHALL EITHER THE CONSULTANT OR THE MUNICIPALITY BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES, INCLUDING LOST SALES OR PROFITS, IN CONNECTION WITH THIS CONTRACT, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SECTION 11 CONSULTANT WARRANTY; INDEMNIFICATION; INSURANCE

11.1 Warranty of Services. The Consultant warrants that the Services shall be performed in accordance with industry standards of professional practice, care, and diligence practiced by recognized consulting firms in performing services of a similar nature in existence at the time of the Effective Date.

11.2 Indemnification. The Consultant shall indemnify and save harmless the Municipality and its officers, employees, and agents from and against any and all loss, liability and damages of whatever nature, including Workmen's Compensation claims by Consultant's employees, in any way resulting from or arising out of the intentional, willful and wanton, negligent and/or gross negligent actions or omissions of the Consultant, the Consultant's employees and agents.

11.3 Insurance. The Consultant must procure and maintain, for the duration of this Contract, insurance as provided in **Attachment 2** to this Contract.

11.4 No Personal Liability No official, director, officer, agent, or employee of any party shall be charged personally or held contractually liable by or to the other party under any term or provision of this Contract or because of its or their execution, approval or attempted execution of this Contract.

SECTION 12 GENERAL PROVISIONS

12.1 Equal Employment Opportunity Clause. In the event of the Consultant's non-compliance with the provisions of this Section 12.1 or the Illinois Human Rights Act, 775 ILCS 5/1-101, *et seq.*, as it may be amended from time to time, and any successor thereto (the "Act"), the Consultant may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Contract may be cancelled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Contract, the Consultant agrees as follows:

(a) The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service; and, further, the Consultant will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.

(b) That, if the Consultant hires additional employees in order to perform this Contract or any portion of this Contract, the Consultant will determine the availability (in accordance with 44 Ill. Admin. C. 750.5, *et seq.*, as it may be amended from time to time, and any successor thereto (the "Applicable Regulations")) of minorities and women in the areas from which the Consultant may reasonably recruit and the Consultant will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.

(c) That, in all solicitations or advertisements for employees placed by the Consultant or on the Consultant's behalf, the Consultant will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service.

(d) That the Consultant will send to each labor organization or representative of workers with which the Consultant has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of the Consultant's obligations under the Act and the Applicable Regulations. If any labor organization or representative fails or refuses to cooperate with the Consultant in the Consultant's efforts to comply with the Act and the Applicable Regulations, the Consultant will promptly notify the

Illinois Department of Human Rights (the “**Department**”) and the Municipality and will recruit employees from other sources when necessary to fulfill its obligations under the Contract.

(e) That the Consultant will submit reports as required by the Applicable Regulations, furnish all relevant information as may from time to time be requested by the Department or the Municipality, and in all respects comply with the Act and the Applicable Regulations.

(f) That the Consultant will permit access to all relevant books, records, accounts and work sites by personnel of the Municipality and the Department for purposes of investigation to ascertain compliance with the Act and the Department's Rules and Regulations.

(g) That the Consultant will include verbatim or by reference the provisions of this Section 12.1 in every subcontract awarded under which any portion of the Contract obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this Contract, the Consultant will be liable for compliance with applicable provisions of this Section 12.1 by subcontractors; and further the Consultant will promptly notify the Municipality and the Department in the event any subcontractor fails or refuses to comply with the provisions. In addition, the Consultant will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

12.2 No Collusion. The Consultant represents and certifies that the Consultant is not barred from contracting with a 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 the Consultant 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 Section 11-42.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq.*; or (ii) 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.*

12.3 Sexual Harassment Policy. The Consultant certifies that it has a written sexual harassment policy in full compliance with Section 2-105(A)(4) of the Illinois Human Rights Act, 775 ILCS 5/2-105(A)(4).

12.4 Compliance with Laws and Grants. Consultant shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are 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 Services, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; 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.*, and the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* Consultant shall also comply with all conditions of any federal, state, or local grant received by Municipality or Consultant with respect to this Contract or the Services.

12.5 Assignments and Successors. This Contract and each and every portion thereof shall be binding upon the successors and the assigns of the parties hereto; provided, however, that no assignment, delegation or subcontracting shall be made without the prior written consent of the Municipality.

12.6 Severability. The parties intend and agree that, if any paragraph, subparagraph, phrase, clause, or other provision of this Contract, or any portion thereof, shall be held to be void or otherwise unenforceable, all other portions of this Contract shall remain in full force and effect.

12.7 Third Party Beneficiary. No claim as a third party beneficiary under this Contract by any person, firm, or corporation other than the Consultant shall be made or be valid against the Municipality.

12.8 Waiver. No waiver of any provision of this Contract shall be deemed to or constitute a waiver of any other provision of this Contract (whether or not similar) nor shall any such waiver be deemed to or constitute a continuing waiver unless otherwise expressly provided in this Contract.

12.9 Governing Laws. This Contract shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois. Venue shall reside in Cook County, Illinois.

12.10 Headings. The headings of the several paragraphs of this Contract are inserted only as a matter of convenience and for reference and in no way are they intended to define, limit, or describe the scope of intent of any provision of this Contract, nor shall they be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

12.11 Modification or Amendment. This Contract constitutes the entire Contract of the parties on the subject matter hereof and may not be changed, modified, discharged, or extended except by written amendment or Supplemental Statement of Work duly executed by the parties. Each party agrees that no representations or warranties shall be binding upon the other party unless expressed in writing herein or in a duly executed amendment hereof.

12.12 Attachments. Attachments 1 and 2 are attached hereto, and by this reference incorporated in and made a part of this Contract. In the event of a conflict between any Attachment and the text of this Contract, the text of this Contract shall control.

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

12.14 Good Faith Negotiation. Before commencing any legal action, the parties agree to enter into good faith negotiations to resolve any controversy, claim, or dispute (“*Dispute*”). Such good faith negotiations shall commence promptly upon a party’s receipt of notice of any Dispute from the other party and continue for a period of fourteen (14) days or any period of time as mutually agreed upon.

12.15 Notices. All notices, reports and documents required under this Contract shall be in writing (including prepaid overnight courier, electronic transmission or similar writing) and shall be given to such party at its address or e-mail address set forth below, or at such other address or e-mail address as such party may hereafter specify from time to time. Each such notice shall be effective (i) if given by first class mail or prepaid overnight courier, when received, or (ii) if sent to an e-mail address, upon the sender's receipt of an acknowledgment from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgment).

If to Municipality: Village of Northbrook
 1225 Cedar Lane
 Northbrook, IL 60062
 Attention: Kelly Hamill
 E-mail: kelly.hamill@northbrook.il.us

If to Consultant: Municipal GIS Partners, Incorporated
 701 Lee Street, Suite 1020
 Des Plaines, IL 60016
 Attention: Thomas Thomey
 E-mail: tthomey@mgpinc.com

12.16 Force Majeure. No party to this Contract shall be responsible or liable for, or deemed in breach hereof because of, any delay in the performance of its respective obligations under this Contract to the extent that such delay is due substantially to circumstances beyond the party's reasonable control and without the fault or negligence of the party experiencing such delay. Such circumstances may include, but are not limited to, any act of God, fire or other casualty, epidemic, quarantine, "stay home" or similar order, epidemic, quarantine, "stay home" or similar order, strike or labor dispute, embargo, war or violence, act of terrorism, or any law, order, proclamation, ordinance, demand, requirement, action or inaction of any national, state, provincial, local, or other government or governmental agency (each, a "**Force Majeure**"). Upon the occurrence of a Force Majeure, the party experiencing the Force Majeure shall notify the other party in writing immediately following such Force Majeure, but in no case later than three (3) business days after such party becomes aware of the occurrence of the Force Majeure. The written notification shall provide a reasonably detailed explanation of the Force Majeure.

12.17 Counterpart Execution. This Contract, Statement of Work or any Supplemental Statement of Work may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

12.18 Tort Immunity Defenses. Nothing contained in the Contract is intended to constitute, and nothing in the Contract will constitute, a waiver of the rights, defenses, and immunities provided or available to the Municipality under the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10 et seq. or any other applicable State law.

[REMAINDER INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have placed their hands and seals hereto as of the date first above written.

ATTEST:

By: _____
Name: _____
Its: _____

ATTEST:

By: Donna J. Thomey
Name: Donna Thomey
Its: Management Support Specialist

VILLAGE OF NORTHBROOK

By: _____
Name: _____
Its: _____

**CONSULTANT: MUNICIPAL GIS
PARTNERS, INCORPORATED**

By: Thomas A. Thomey
Name: Thomas A. Thomey
Its: President

Attachment 1

**Statement of Work
to
GIS Consortium Service Provider Contract**

(see attached)

Attachment 2

**Insurance
to
GIS Consortium Service Provider Contract**

(see attached)



Attachment 1 - Statement of Work

To GIS Consortium Service Provider Contract

About Municipal GIS Partners (MGP)

MGP (the Consultant) is the Service Provider to the GIS Consortium (GISC). It is necessary that each GISC member enter into an annual agreement with the Consultant (GISC Service Provider) to maintain their standing as a GISC member.

GISC Membership includes:

- Complete GIS program staffing with technology cost distribution across GISC members
- User and license access to all membership solutions and products
- Access to and participation in collaborative opportunities to share ideas and solutions

The Included Services section below expands on services provided by this agreement.

General Purpose

The Consultant will perform all or part of the Village of Northbrook (the Municipality) geographic information system (GIS) management, development, operation, and maintenance as directed by the Municipality. In addition to supporting the GIS program, the Consultant will identify opportunities for continued program development and enhancement.

Program Staffing

The Consultant provides all the requisite staffing and skillsets required to manage the Municipality program including:

- Technical professionals assigned directly to the Municipality
- Advanced technical support staff for analysis, system integration, and escalation
- Systems analysts for ensuring product, solution, and infrastructure performance
- Professional program managers for ensuring service levels

Direct Program Hours

Services related to the direct management, development, operation, and maintenance of the Municipality program required to support the system

Team Access During Normal Working Hours

The Consultant typically works Monday through Friday 8:00AM to 5:00PM. The Municipality has direct access to the staff assigned to the Municipality. Alternatively, the Municipality can call the Consultant's general telephone number or submit an email to Consultant's service desk for service.

Emergency Event Support

The Consultant will support Municipality emergency events within a reasonable timeframe of notification and work to staff the event for its duration. These services are not limited to normal business hours.

The Service Level section below expands on the program staffing services included in this agreement.

Staffing Allocation

Pursuant to the GISC membership agreement and bylaws all members must contract for a service level consistent with the allocation practices as prescribed by the GISC. The direct program staffing allocation for the Municipality for this agreement period is:

Agreement Period: January 1, 2023, through December 31, 2023

Direct Program Hours: 1,648.00

Onsite presence: Average of 15.45 days per month; estimated based upon 90 percent of the direct program hours, provided the Municipality and Consultant shall consult with each other in good faith from time to time on the advisability of flexible work arrangements whereby the program hours may be completed off-site, particularly in circumstances where the assigned staff and program are meeting or exceeding expectations.

Fees and Expenses

The monthly fee for the staffing allocation is \$18,540.00 per month. The total contract value for the agreement period is \$222,480.00.

Included Services

This section identifies the professional staffing, products and solutions, and business structures included in this service agreement. The Municipality is responsible for identifying and prioritizing the aspects of the services that are most important. The Consultant is responsible for implementing those priorities and communicating progress.

Staffing and Program Management

The Consultant provides the required staffing and organization with the skills and expertise to manage, develop, and maintain the system per the Municipality's priorities which includes GISC shared infrastructure, platforms, products and solutions. Services include:

1. Program consulting and reporting with all Municipality departments
2. Data creation, management, and quality control
3. Project identification, management, and delivery
4. Shared solution implementation
5. ERP and department system GIS integration
6. User training and onboarding
7. Resource management and scheduling

Data Management

The Consultant is responsible for managing the GIS and related data based on priorities as directed by the Municipality.

Primary Layers:

Addresses, parcels, buildings, streets, railroads, water utilities, sewer utilities, municipal boundary, zoning districts, planned unit developments, variances, TIF districts, special use permits, annexations, signs, trees, recreation areas, bike paths, water features, school districts, emergency response boundaries, refuse collection, and legislative districts.

Municipality Priority Layers

The Consultant's local government data model has over 260 standard layers. Included in this service is the identification, creation, and management of layers as directed by the Municipality.

Data Quality

One of the primary accountabilities of the Consultant is to ensure that Primary and Municipality Priority layers are of high-quality. Practices employed include:

1. Daily data quality reporting and alerting
2. Mistake proofing databases, processes, and productivity tools
3. Address Verification to identify discrepancies between Municipality ERP and department systems
4. Utility system integrity leveling for completeness, field accuracy and timeliness
5. Formation and support of key data stakeholder teams
6. Data management documentation for Municipality layers

Products and Solutions

GISC Membership includes unlimited access to the products and solutions developed by the Consultant for the GISC and its members. The Consultant is accountable for:

1. Collaboration with third party vendors and partners
2. Deploying shared solutions for the Municipality
3. Identifying and communicating new solution opportunities
4. Managing existing solutions to agreed service levels
5. Infrastructure monitoring, alerting and mitigation
6. Patching, updating, and securing shared infrastructure
7. Researching and evaluating opportunities for development
8. Resource planning and scheduling
9. Scalability planning and right sizing
10. Technical documentation
11. Testing and quality certification

Solution List

The following are the primary products and solutions provided by the Consultant through membership in the GISC:

1. **Address Pre-Check:** A tool to standardize address data in Municipality systems and workflows.

2. **Address Verification:** A product to assess and score community address quality across department systems.
3. **Asset Management and Manager Dashboards:** A solution that enables the Municipality to manage and visualize infrastructure data and maintenance
4. **Community Map Viewer:** A publicly accessible map viewer designed for residents and businesses
5. **Community-Portal:** An address-based portal that integrates and organizes department data for staff, residents, and local businesses
6. **Financial Forecasting:** A tool to project future infrastructure replacement costs
7. **Local Government Data Model:** A database standard developed for, and in partnership, with members of the GISC
8. **myGIS:** A secure staff accessible mapping system to discover and analyze all Municipality GIS data
9. **Story Maps:** A customizable web application to communicate information to the public in a simple and meaningful way
10. **Utility Leveling:** A data quality measurement system to access the ability of utility data to support local government business processes

Service Level Agreement

The Consultant is responsible for managing the quality and availability of GISC infrastructure and solutions. These parameters are determined by GISC Board policy and included in these services.



MEMORANDUM

VILLAGE OF NORTHBROOK

PUBLIC WORKS

TO: CARA PAVLICEK, VILLAGE MANAGER
FROM: KELLY HAMILL, DIRECTOR OF PUBLIC WORKS
DATE: January 10, 2023
SUBJECT: A RESOLUTION AUTHORIZING AN AGREEMENT FOR ENGINEERING ON WALTERS AVENUE

In July 2018, the Village Board approved Resolution 2018-92, which accepted the Bicycle and Pedestrian Plan (BPP). This plan is intended to guide the development of bicycle and pedestrian facilities throughout the Village. Staff has been working to incorporate these projects into the Capital Improvement Plan in conjunction with other programmed projects, such as the Walters Avenue resurfacing project.

In Fiscal Year 2021/22 Staff applied for and were awarded \$927,022 in Surface Transportation Program (STP) grant funding for the resurfacing of Walters Avenue between Pfingsten Road and Shermer Road in Fiscal Year 2027/28. The BPP identified the construction of a separated bike lane along this portion of roadway. With that, there are a number of bike and pedestrian amenities along this segment of roadway that could be implemented to meet the needs of Northbrook residents. The primary objective of the preliminary engineering is to determine the feasibility of constructing these different bicycle and pedestrian accommodations along the corridor and to identify potential costs, time frames, challenges and recommendations for construction phasing. Information from the preliminary engineering study will be shared with the Pedestrian and Bicycle Commission and the Village Board to obtain further direction on which (if any) bike and pedestrian improvements will be designed and constructed.

In order to complete the study, staff contacted A. Epstein and Sons International, Inc. of Chicago, Illinois (the "Consultant") to submit a proposal based on the Village's existing professional relationship with the Consultant. The Consultant had previously been selected through a competitive RFP process for the Village's on-call consultant for bicycle and pedestrian engineering and is currently performing the engineering for the Shermer Road bike path project. Additionally, the Consultant's project manager was the project lead on the development of the BPP. This gives the Consultant a nuanced understanding of the community. For that reason, staff considered the Consultant as best able to complete the preliminary engineering and requested a proposal from them.

Staff worked with the project team to develop a scope of work, the number of project hours, and a project budget to complete the preliminary engineering. After these discussions, the proposed project budget includes 202 hours for a total not to exceed cost of \$26,635. Epstein's average cost per hour (\$132) is consistent with the previous competitively procured projects they have been awarded. Staff determined that the proposal contains a sufficient number of hours and is confident that the Consultant can successfully complete the work as specified.

While this work will begin in FY 2022/23, the project and costs will be largely incurred in FY 2023/24. Therefore, sufficient funds for this work will be included in the draft Fiscal Year 2023/24 Budget in Account No. 40-7400-553-01.

Staff recommends Village Board approval of a Resolution authorizing an agreement with A. Epstein and Sons International, Inc. of Chicago, Illinois for completion of a preliminary engineering study to determine the feasibility of providing bicycle and pedestrian accommodations along the Walters Avenue Corridor in the not to exceed amount of \$26,635. Staff will be in attendance at the Village Board meeting to answer any questions that may arise.

Resolution (ID # 6476)

BE IT RESOLVED by the President and Board of Trustees of the Village of Northbrook, County of Cook and State of Illinois, THAT:

A Resolution Authorizing an Agreement for Preliminary Engineering of Bicycle and Pedestrian Accommodations Along Walters Avenue with A. Epstein and Sons International of Chicago, Illinois

is hereby adopted, as follows:

Section 1. Recitals.

As part of the preparations for the Walters Avenue resurfacing project between Pfingsten Road and Shermer Road currently planned for FY 2027/28, the bicycle and pedestrian improvements included in the Bicycle and Pedestrian Plan for this segment of roadway must be evaluated to determine what accommodations can be included with the roadway work (“*Study*”).

In October 2022, staff approached A. Epstein and Sons International, Inc. of Chicago, Illinois (“*Consultant*”) to submit a proposal for the Study. The Consultant’s project manager served as the project manager for the development of the Village’s Bicycle and Pedestrian Plan, and the Consultant is currently completing Phase I engineering for the Shermer Road Bicycle and Pedestrian Accommodations Project and is also serving as the Village’s on-call consultant for bicycle and pedestrian engineering services. Staff believes the Consultant’s unique combination of experience and familiarity with the community qualifies the Consultant as best able to complete the Study. The Consultant submitted a proposal in the total not to exceed amount of \$26,635. After review, staff believes this proposal includes a sufficient number of hours to complete the Study as specified.

Based on these factors, staff recommends entering into a consultant services agreement between the Village and the Consultant for completion of the Study in the not to exceed amount of \$26,635, which will include any reimbursable expenses (“*Agreement*”). Funds for this Study will be included in the Draft FY 2023/24 Budget. The President and the Board of Trustees intend to retain this funding in the Final Fiscal Year 2023/24 Budget as approved.

The President and the Board of Trustees have considered the Agreement and determined that it is in the best interests of the Village and the public to enter into the Agreement with the Consultant.

Section 2. Waiver of Competitive Pricing.

The requirement that the competitive proposals be solicited for the Study shall be, and is hereby, waived on the grounds that the Agreement is for professional services and based on the Village of Northbrook’s prior professional relationship with the Consultant.

Section 3. Approval of Agreement.

The Agreement with the Consultant is approved in a form acceptable to the Village Manager and the Village Attorney.

Section 4. Authorization to Execute Agreement.

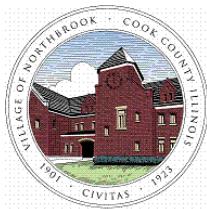
The Village Manager and the Village Clerk are hereby authorized and directed to execute and seal, on behalf of the Village, the Agreement only after receipt by the Village Clerk of at least three original copies of the Agreement executed by the Consultant and compliance by the Consultant with all conditions precedent to closing; provided, however, that if such executed copies of the Agreement are not received by the Village Clerk within 60 days after the date of adoption of this Resolution, then this authority to execute and seal shall, at the option of the President and Board of Trustees, be null and void.

Scheduled: 1/10/2023

ATTEST:

Village President

Village Clerk



MEMORANDUM

VILLAGE OF NORTHBROOK

PUBLIC WORKS

TO: CARA PAVLICEK, VILLAGE MANAGER
FROM: KELLY HAMILL, PUBLIC WORKS DIRECTOR
DATE: January 10, 2023
SUBJECT: A RESOLUTION AUTHORIZING THE PURCHASE OF EASEMENTS FOR DUNDEE WATER MAIN PROJECT

At its August 13, 2019 regular meeting, the Village Board approved Resolution No. 2019-110, which authorized a contract with Baxter & Woodman, Inc. of Crystal Lake, Illinois ("Consultant") for Phase II Engineering Services for Watermain improvements on Dundee Road at the Metra Railroad and the West Fork of the North branch of the Chicago River. Due to conflicts with obtaining necessary easements with the Cook County Forest Preserve District, the Village Board approved a supplemental Resolution No. 2021-147 during its December 14, 2021 regular meeting, authorizing a contract amendment to include additional design components necessary to shift the alignment of the proposed water main to the south side of Dundee Road and the coordination with seven property owners to acquire the easements necessary to install and maintain the proposed 24-inch water main as depicted in Exhibit A.

Over the last year, the Consultant has reached agreements in principle with all 7 property owners to acquire the necessary easements. Without these easements the water main project cannot be constructed and would be delayed until such a time that all easements would be obtained. The costs for easement acquisition that have been agreed upon between the Consultant and the property owners can be found in Exhibit B to this Resolution.

The cost of acquiring all necessary easements totals \$61,650. Village Staff has reviewed the agreed upon costs and have found it to be in the Village's best interest to move forward with the purchasing of these easements from the property owners. Sufficient funds for this item are available in the Fiscal Year 2022/23 Budget in account No. 21-4180-727-00.

Acct. Name	Acct. #	Budget	Available	Requested	Remaining	Within Budget?
Water Main Extension	21-4180-727-00	\$3,574,721	\$547,606	\$61,650	\$485,956	Yes

Staff recommends Village Board approval of a Resolution authorizing the purchasing of easements from property owners in accordance with Exhibit B in the total not to exceed amount of \$61,650. Staff will be in attendance at the Village Board meeting to answer any questions that may arise.

Resolution (ID # 6473)

BE IT RESOLVED by the President and Board of Trustees of the Village of Northbrook, County of Cook and State of Illinois, THAT:

A Resolution Authorizing the Acquisition of Easements for the Construction of Water Main Along Dundee Road

is hereby adopted, as follows:

Section 1. Recitals

At its August 13, 2019 regular meeting, the Village Board approved Resolution No. 2019-110, which authorized a contract with Baxter & Woodman, Inc. of Crystal Lake, Illinois (“**Consultant**”) for Phase II Engineering Services for Watermain improvements on Dundee Road at the Metra Railroad and the West Fork of the North branch of the Chicago River. Due to conflicts with obtaining necessary easements with the Forest Preserve, the Village Board approved a supplemental Resolution No. 2021-147 during its December 14, 2021 regular meeting, authorizing a contract amendment to include additional design components necessary to shift the alignment of the proposed water main to the south side of Dundee Road in the locations depicted in **Exhibit A**, attached to, and by this reference made a part of, this Resolution. Additionally, this contract amendment expanded the scope of work to include coordination with seven property owners to acquire the easements necessary to install and maintain the proposed 24-inch water main (“**Easements**”).

Over the last year, the Consultant has reached agreements with all seven property owners whose properties will be impacted by the installation of the proposed water main on the south side of Dundee Road (“**Impacted Owners**”) to acquire the necessary Easements. Village Staff has reviewed the agreed-upon acquisition costs and have found it to be in the Village’s best interest to move forward with the acquisition of these Easements from the Impacted Owners for the amounts set forth in **Exhibit B** attached to, and by this reference made a part of, this Resolution.

The President and the Board of Trustees have considered the acquisition of the Easements and determined that it is in the best interests of the Village and the public to enter into Easement Agreements with the seven impacted property owners.

Section 2. Approval of Acquisition of Easements.

The Village Manager and the Village Engineer shall be, and are hereby authorized to enter into such agreements, to execute such other instruments, and to make such payments as may be necessary with the Impacted Owners to acquire the Easements on behalf of the Village.

Scheduled: 1/10/2023

ATTEST:

Village President

Village Clerk

Dundee Road Water Main Replacement

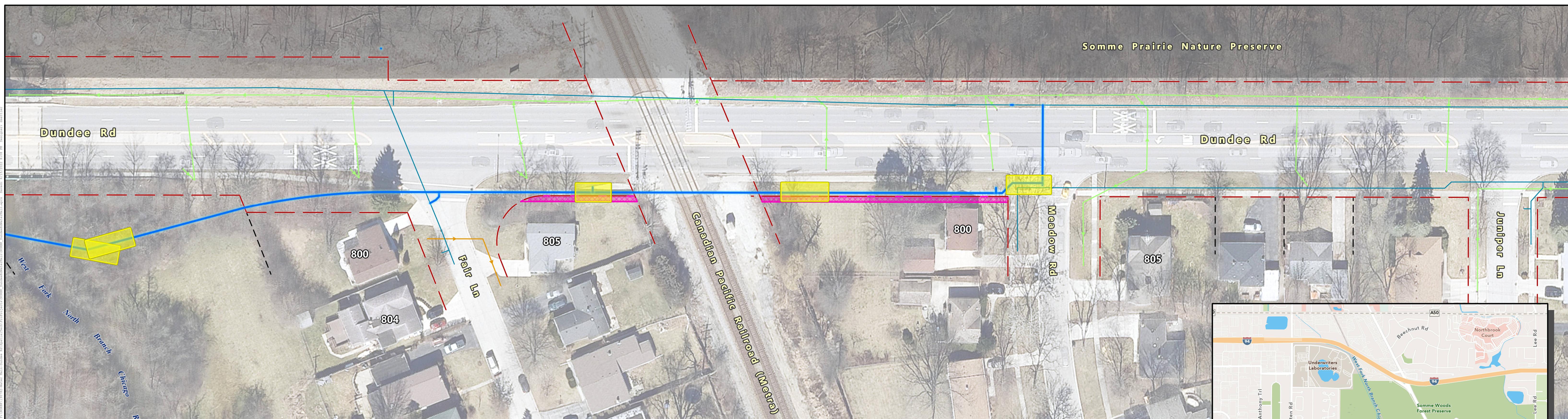
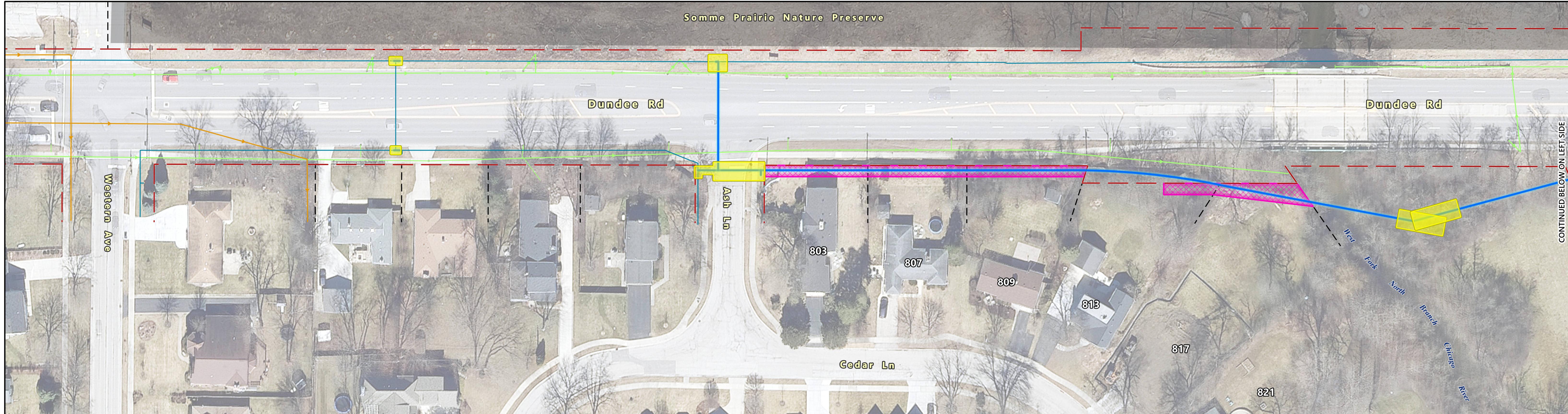
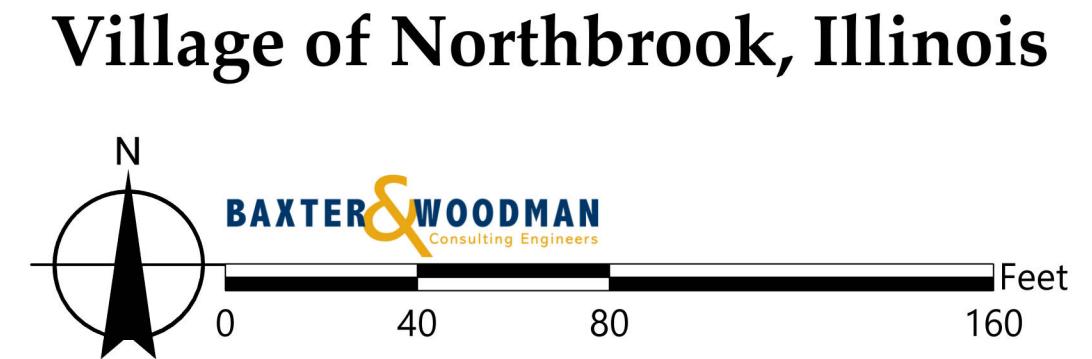


EXHIBIT A

Legend



The legend consists of five entries, each with a colored line or pattern segment followed by a text label. The entries are: 'Proposed Pit' (yellow box), 'Proposed Easement' (pink box with diagonal hatching), 'Proposed Water Main' (blue line), 'Existing ROW' (red line with a short dash), 'Existing Property Line' (black line with three short dashes), 'Existing Water Main' (teal line), 'Existing Sanitary Sewer' (orange line with an arrowhead), and 'Existing Storm Sewer' (green line with an arrowhead).

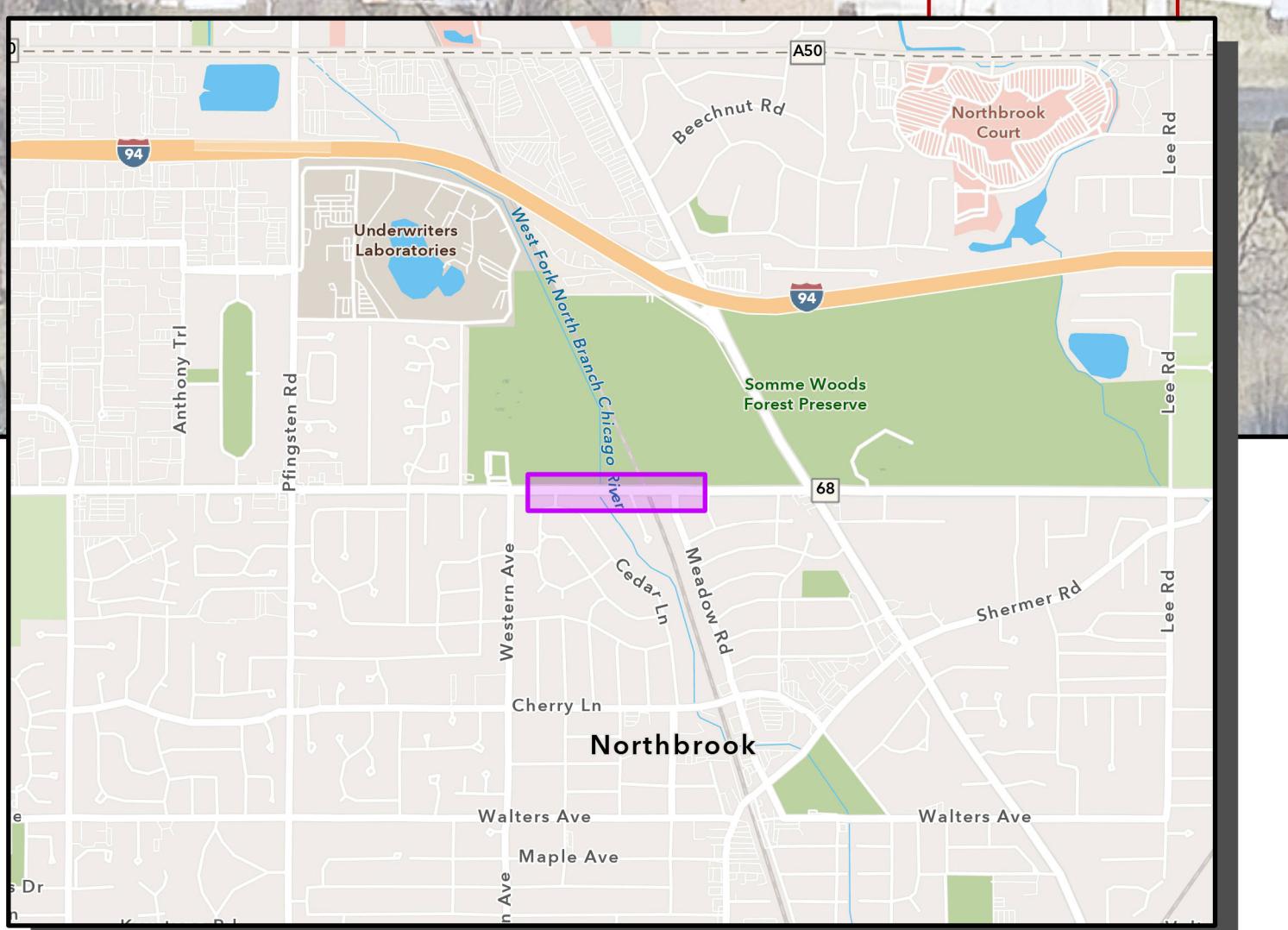


Exhibit A: Summary of Easements and Costs		
Property Location	Easement Acquisition Settled Amount	Type of Easement Acquired
800 Meadow Road	\$15,000	Permanent Underground (3,750 square feet) and Temporary Construction (500 square feet) Easement
805 Fair Lane	\$15,000	Permanent Underground (1,300 square feet) and Temporary Construction (700 square feet) Easements
807 Cedar Lane	\$8,200	Permanent Underground Easement (860 square feet)
803 Cedar Lane	\$7,750	Permanent Underground Easement (900 square feet)
817 Cedar Lane	\$7,500	Permanent Underground Easement (1,275 square feet)
809 Cedar Lane	\$6,000	Permanent Underground Easement (1,020 square feet)
813 Cedar Lane	\$2,200	Permanent Underground Easement (1,625 square feet)



MEMORANDUM

VILLAGE OF NORTHBROOK

PUBLIC WORKS

TO: CARA PAVLICEK, VILLAGE MANAGER
FROM: MATT MORRISON, DEPUTY PUBLIC WORKS DIRECTOR
DATE: JANUARY 10, 2023
SUBJECT: AN ORDINANCE VACATING AN ALLEY ADJACENT TO 2226 CATHERINE STREET

The property owner at 2226 Catherine Street has requested the vacation of an alley adjacent to this property. The portion of the alley proposed for vacation is unused and unimproved. There are no Village utilities located within the area proposed to be vacated. However, there are overhead communication and electrical lines located over the alley within the area to be vacated.

The vacated parcel has minimal value to the Village, and consolidation with the adjacent parcels is recommended. The property owner has agreed to pay \$4.00 per square foot or approximately \$2,400 for the land.

Staff recommends that the Plat of Vacation, Plat of Consolidation and accompanying Ordinance and Resolution be approved for this property. Staff will be present at the Village Board meeting to address any questions that may arise.

Ordinance (ID # 6470)**An Ordinance Vacating an Alley Adjacent to 2226 Catherine Street**

Passed by the Board of Trustees, 1/10/2023
Printed and Published 1/11/2023

Printed and Published in Pamphlet Form
by Authority of the
President and Board of Trustees
VILLAGE OF NORTHBROOK
COOK COUNTY, ILLINOIS

I hereby certify that this document
was properly published on the date
stated above.

Village Clerk

Ordinance (ID # 6470)

BE IT ORDAINED by the President and Board of Trustees of the Village of Northbrook, County of Cook and State of Illinois THAT:

An Ordinance Vacating an Alley Adjacent to 2226 Catherine Street

shall be, and is hereby, adopted as follows:

Section 1. BACKGROUND.

The Village has the power to vacate alleys pursuant to Section 11-91-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-91-1 *et seq.*, and its home rule powers. There is an unimproved and unused public alley right-of-way located adjacent to 2226 Catherine Street that is legally described as follows:

THE SOUTH HALF OF A PUBLIC ALLEY, BOUNDED ON THE EAST BY THE EAST LINE OF THE SOUTH LINE OF LOT 30 EXTENDED NORTHERLY, IN BLOCK 2 IN HIGHLANDS, BEING A SUBDIVISION OF PARTS OF THE NORTH HALF 1/2 OF THE SOUTHEAST QUARTER 1/4 OF SECTION 9, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN AS SHOWN IN PLAT REGISTER IN THE REGISTRARS OFFICE ON MAY 5, 1920 AS DOCUMENT NO. 113983 IN THE VILLAGE OF SHERMerville IN THE COUNTY OF COOK, STATE OF ILLINOIS ("*Public Alley*").

The Village has determined that just and fair compensation for the Public Alley is \$2,400.00 (approximately \$4.00/square foot) ("**Compensation Amount**").

Section 2. VACATION RECOMMENDED.

The Village Board of Trustees does hereby determine that there is no public benefit to be obtained by the Village's continued ownership of the Public Alley which is located adjacent to the property commonly known as 2226 Catherine Street which are both legally described in *Exhibit A*, attached to, and by this reference made a part of this ordinance ("**Receiving Property**"). The Village Board of Trustees further determines that it would be in the best interest of the public to vacate the Public Alley.

Section 3. CERTIFICATION.

The Village Board of Trustees does hereby certify that the Public Alley is located entirely within the corporate limits of the Village of Northbrook and is subject to the jurisdiction of the Village of Northbrook.

Section 4. VACATION.

Subject to and contingent on the prior satisfaction of the conditions stated in Section 6 of

this Ordinance, the Public Alley depicted and described on the "Plat of Vacation," prepared by Mackie Consultants, LLC with a latest revision date of November 29, 2022, consisting of one sheet, attached to and by this reference made a part of this Ordinance as ***Exhibit B***, is hereby vacated and closed to public use, with title to the Public Alley transferring to the owner of the Receiving Property located adjacent thereto. The parcel comprising the Public Alley and the Receiving Property (collectively, the "***Combined Property***") will be consolidated by separate legislative action of the Board of Trustees.

Section 5. EASEMENTS RESERVED.

Perpetual easements are hereby reserved for public and municipal utility purposes, including, without limitation, water, sanitary sewer, storm sewer, electric, natural gas, cable television and telephone, and including the right to survey, construct, operate, use, maintain, own, test, inspect, repair, renew, alter, remove, replace, or abandon in place (a) such public and municipal utilities and appurtenances thereto across, through and under the Public Alley as are existing as of the effective date of this Ordinance, and (b) such public and municipal utilities and appurtenances thereto across, through and under the center ten feet of the Public Alley as may be constructed or installed after the effective date of this Ordinance.

However, no public utility may exercise any rights under this reservation of easement rights without the express prior written consent of the Village of Northbrook Village Engineer.

Section 6. CONDITIONS OF VACATION.

The vacation of the Public Alley provided for in Section 4 of this Ordinance is expressly made subject to and contingent upon the following:

- A. payment by the owner of the Receiving Property of the Compensation Amount; and
- B. payment by the owner of the Receiving Property of the costs and expenses related to the vacation of the Public Alley;

Section 7. RECORDATION.

The Village Manager is hereby authorized and directed to cause a certified copy of this Ordinance, together with the Plat of Vacation, to be recorded with the Cook County Recorder of Deeds upon compliance with all the conditions and requirements of this Ordinance.

Section 8. EFFECTIVE DATE.

This Ordinance shall be in full force and effect only upon, and not before:

- A. passage and approval by three-fourths of the Village Board now holding office;
- B. satisfaction of the conditions of vacation set forth in Section 6 above;
- C. publication in pamphlet form in the manner required by law; and
- D. the recordation of this Ordinance together with such exhibits as the Village Clerk deems appropriate for recordation in the Office of the Cook County Recorder of Deeds.

Unless the conditions set forth in Section 6 are satisfied in full within ninety (90) days after passage of

this Ordinance, the Village Board shall have the right, but not the obligation, to determine that this Ordinance shall not take effect and shall be deemed null and void after that date.

Scheduled: 1/10/2023

ATTEST:

Village President

Village Clerk

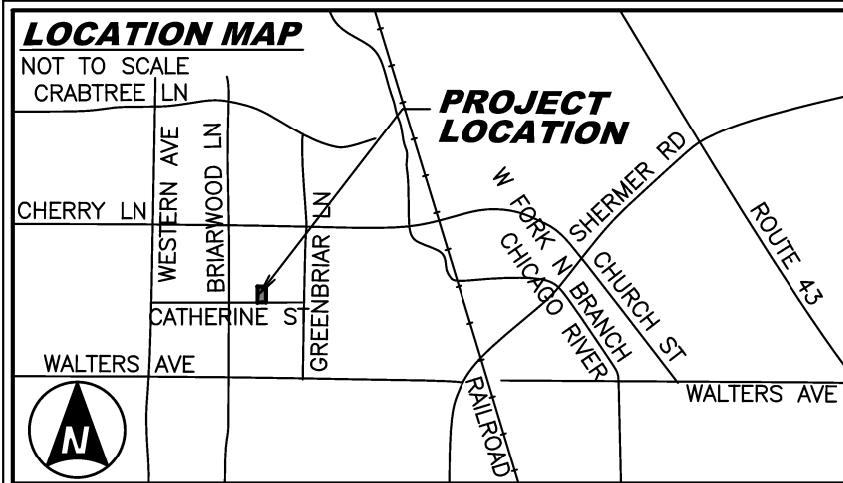
EXHIBIT A
2226 CATHERINE STREET ALLEY VACATION
LEGAL DESCRIPTION OF ALLEY AND RECEIVING PROPERTY

THE VILLAGE HAS THE POWER TO VACATE ALLEYS PURSUANT TO SECTION 11-91-1 *ET SEQ.* OF THE ILLINOIS MUNICIPAL CODE, 65 ILCS 5/11-91-1 *ET SEQ.*, AND ITS HOME RULE POWERS. THERE IS AN UNIMPROVED PUBLIC ALLEY RIGHT-OF-WAY LOCATED ADJECENT TO 2226 CATHERINE STREET THAT IS LEGALLY DESCRIBED AS FOLLOWS:

THE SOUTH HALF OF A PUBLIC ALLEY, BOUNDED ON THE EAST BY THE EAST LINE OF THE SOUTH LINE OF LOT 30 EXTENDED NORTHERLY, IN BLOCK 2 IN HIGHLANDS, BEING A SUBDIVISION OF PARTS OF THE NORTH HALF 1/2 OF THE SOUTHEAST QUARTER 1/4 OF SECTION 9, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN AS SHOWN IN PLAT REGISTER IN THE REGISTRARS OFFICE ON MAY 5, 1920 AS DOCUMENT NO. 113983 IN THE VILLAGE OF SHERMerville IN THE COUNTY OF COOK, STATE OF ILLINOIS ("*Public Alley*").

THE RECEIVING PROPERTY IS LEGALLY DESCRIBED AS FOLLOWS:

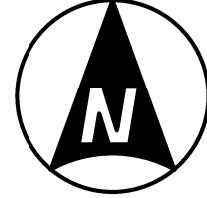
LOT TWENTY-NINE 29, LOT THIRTY 30 IN BLOCK 2 IN HIGHLANDS, BEING A SUBDIVISION OF PARTS OF THE NORTH HALF 1/2 OF THE SOUTHEAST QUARTER 1/4 OF SECTION 9, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, AS SHOWN IN PLAT REGISTERED WIN THE REGISTRARS OFFICE ON MAY 5, 1920 AS DOCUMENT 113983 IN THE VILLAGE OF SHERMerville, COUNTY OF COOK, STATE OF ILLINOIS ("*Receiving Property*").



PLAT OF VACATION

EASEMENT/VACATION DESCRIPTION:

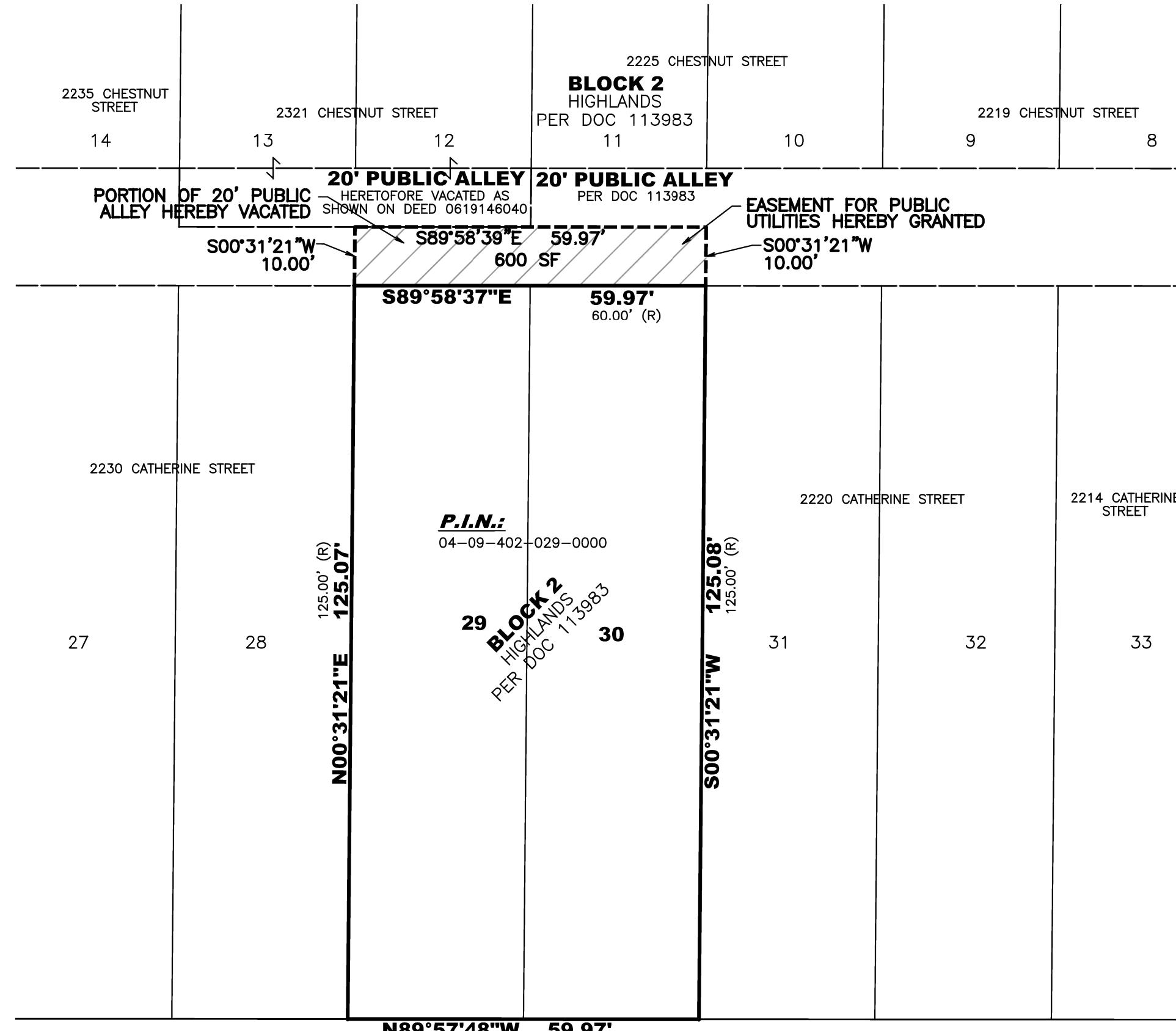
THE SOUTH HALF OF A 20 FOOT PUBLIC ALLEY, BOUNDED ON THE EAST BY THE EAST LINE OF LOT 30 EXTENDED NORTHERLY AND BOUNDED ON THE WEST BY THE WEST LINE OF LOT 29 EXTENDED NORTHERLY, IN BLOCK 2 IN HIGHLANDS, BEING A SUBDIVISION OF PARTS OF THE NORTH HALF 1/2 OF THE SOUTHEAST QUARTER 1/4 OF SECTION 9, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, AS SHOWN IN PLAT REGISTERED IN THE REGISTRARS OFFICE ON MAY 5, 1920 AS DOCUMENT NO. 113983 IN THE VILLAGE OF SHERMerville, IN THE COUNTY OF COOK, STATE OF ILLINOIS.



20 10 0 20
SCALE: 1" = 20'

AREA:

EASEMENT CONTAINS 600 SQUARE FEET
OR 0.138 ACRES MORE OR LESS



NOTES:

1. BOUNDARY SHOWN HEREON BASED ON PLAT OF SURVEY PREPARED BY MACKIE CONSULTANTS, LLC DATED NOVEMBER 16TH, 2022.
2. BEARINGS BASED ON NAD83 (2011) ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE.
3. ALL DIMENSIONS ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF.
4. NO DIMENSIONS SHALL BE DERIVED FROM SCALE MEASUREMENT.
5. UPON COMPLETION OF CONSTRUCTION, 5/8" REBAR SHALL BE PLACED AT ALL CORNERS OF THE EXTERIOR BOUNDARY.
6. FOR ADDITIONAL INFORMATION PERTAINING TO DEFINITIONS/USES OF EASEMENTS, SETBACKS AND OTHER MATTERS, SEE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED BY SEPARATE DOCUMENT.
7. ALL AREAS ARE MORE OR LESS.

CATHERINE STREET

60' ROW HERETOFORE DEDICATED

VILLAGE PRESIDENT & BOARD OF TRUSTEES CERTIFICATE

STATE OF ILLINOIS
COUNTY OF COOK

APPROVED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF NORTHBROOK, COOK COUNTY, ILLINOIS.

DATED THIS ____ DAY OF _____, 2022

BY: _____
VILLAGE PRESIDENT
VILLAGE OF NORTHBROOK

ATTEST:
VILLAGE CLERK
VILLAGE OF NORTHBROOK

PLAT SUBMITTAL CERTIFICATE

I, KEITH M. FRANCE, AN ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 4077, NOW HEREBY AUTHORIZE THE VILLAGE OF NORTHBROOK, ITS STAFF OR AUTHORIZED AGENT, TO PLACE OF RECORD IN THE COUNTY RECORDER'S OFFICE IN MY NAME, THIS DOCUMENT.

DATED THIS 29TH DAY OF NOVEMBER, 2022

By: *Keith M. France*
ILLINOIS PROFESSIONAL LAND SURVEYOR
MY LICENSE RENEWS NOVEMBER 30, 2024

CLIENT:

COLEEN CLARK
2226 CATHERINE ST
NORTHBROOK, IL



Mackie Consultants, LLC
9575 W. Higgins Road, Suite 500
Rosemont, IL 60018
(847)696-1400
www.mackieconsult.com

EASEMENT FOR PUBLIC UTILITIES

A PERMANENT AND PERPETUAL, NON-EXCLUSIVE EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE VILLAGE OF NORTHBROOK, COOK COUNTY, ILLINOIS ("VILLAGE") ITS SUCCESSORS AND ASSIGNS, TO SURVEY, CONSTRUCT, RECONSTRUCT, USE, OPERATE, MAINTAIN, TEST, INSPECT, REPAIR, REPLACE, ALTER, ABANDON, REMOVE, WATER, SANITARY SEWER AND STORM SEWER MAINS TOGETHER WITH RELATED ATTACHMENTS, EQUIPMENT, APPURTENANCES AND OTHER FACILITIES RELATED THERETO ("THE FACILITIES"), IN, UPON, UNDER, ALONG AND ACROSS THE AREAS DESIGNATED "EASEMENT FOR PUBLIC UTILITIES" ON THIS PLAT OF VACATION TOGETHER WITH THE RIGHT TO ENTER UPON THE PROPERTY VACATED BY THIS PLAT OF VACATION FOR ANY OR ALL SUCH PURPOSES. THE VILLAGE CONSENTS TO THE PLACEMENT OVER THE FACILITIES OF REPLACEMENTS OR REPAIRS THEREOF OR THERETO; PROVIDED, HOWEVER, THAT THE PLACEMENT, REPLACEMENT, OR REPAIR OF ANY SUCH IMPROVEMENTS SHALL NOT PREVENT OR UNREASONABLY INTERFERE WITH THE EXERCISE BY THE VILLAGE OF THE RIGHTS GRANTED HEREUNDER. FUTURE IMPROVEMENTS THAT DO NOT PREVENT OR UNREASONABLY INTERFERE WITH THE EXERCISE BY THE VILLAGE OF THE EASEMENT AND OTHER RIGHTS GRANTED HEREBY MAY BE INSTALLED OR PLACED ON AND OVER THE EASEMENT FOR PUBLIC UTILITIES. THE OWNERS OF THE PROPERTY DEPICTED IN THIS PLAT OF VACATION SHALL NOT PERMANENTLY OR TEMPORARILY IMPROVE, DISTURB, DAMAGE, DESTROY, INJURE OR OBSTRUCT THE FACILITIES, NOR PERMIT THE FACILITIES FROM BEING PERMANENTLY OR TEMPORARILY IMPROVED, DISTURBED, DAMAGED, DESTROYED, INJURED OR OBSTRUCTED AT ANY TIME WHATSOEVER. WITHOUT THE EXPRESS PRIOR WRITTEN CONSENT OF THE VILLAGE, THE GRADE OF THE VACATED PROPERTY SHALL NOT BE ALTERED IN A MANNER SO AS TO INTERFERE WITH THE PROPER OPERATION AND MAINTENANCE OF THE FACILITIES.

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS
COUNTY OF COOK

WE, MACKIE CONSULTANTS, LLC, AN ILLINOIS PROFESSIONAL DESIGN FIRM NUMBER 184-002694, DO HEREBY CERTIFY THAT WE HAVE SURVEYED AND PLATTED FOR THE OWNER THEREOF THE ABOVE DESCRIBED PROPERTY FOR THE PURPOSE OF VACATING A PORTION OF AN ALLEY AND GRANTING AN EASEMENT AND THAT THE PLAT HEREIN DRAWN IS AN ACCURATE REPRESENTATION OF SAID VACATION AND EASEMENT.

GIVEN UNDER MY HAND AND SEAL THIS 29TH DAY OF

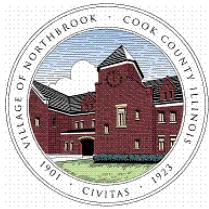
NOVEMBER, 2022, IN ROSEMONT, ILLINOIS,

Keith M. France

KEITH M. FRANCE
EMAIL: kfrance@mackieconsult.com
ILLINOIS PROFESSIONAL LAND SURVEYOR NUMBER 035-004077
LICENSE EXPIRES: NOVEMBER 30, 2024



PLAT OF VACATION						SHEET
2226 CATHERINE STREET NORTHBROOK, ILLINOIS						1 OF 1
DATE	DESCRIPTION OF REVISION	BY	DESIGNED	DRAWN	APPROVED	PROJECT NUMBER: 4517
				KMF	JDD	© MACKIE CONSULTANTS LLC, 2022
					DATE 11-29-22	ILLINOIS FIRM LICENSE 184-002694
					SCALE 1"=20'	



MEMORANDUM

VILLAGE OF NORTHBROOK

PUBLIC WORKS

TO: CARA PAVLICEK, VILLAGE MANAGER

FROM: MATT MORRISON, DEPUTY PUBLIC WORKS DIRECTOR

DATE: January 10, 2023

SUBJECT: A RESOLUTION APPROVING A PLAT OF CONSOLIDATION FOR 2226 CATHERINE STREET

Resolution (ID # 6471)

BE IT RESOLVED by the President and Board of Trustees of the Village of Northbrook, County of Cook and State of Illinois, THAT:

A Resolution Approving a Plat of Consolidation for 2226 Catherine Street

is hereby adopted, as follows:

Section 1. Recitals.

Pursuant to the Village of Northbrook's plan to dispose of certain public rights-of-way that are no longer necessary to the operation, maintenance, or extension of the Village system of streets and roads, the Village has authorized the vacation of those public rights-of-way and their subsequent consolidation with the properties attached thereto.

Nathan and Colleen Clark owners ("**Owner**") of the property located at 2226 Catherine Street ("**Receiving Property**") have requested vacation of a portion of the public alley right-of-way adjacent to the Receiving Property ("**Public Alley**"), and consolidation of their share of the Public Alley with their respective Receiving Property. Vacation of the Public Alley was approved by the Village pursuant to Ordinance No. 23-[**INSERT**].

The Owner has prepared a Plat of Consolidation for the Receiving Property consolidating the portion of the Public Alley. Consolidation of land is considered a minor subdivision procedure under the Northbrook Subdivision and Development Code (1991), as amended ("**Subdivision Code**"). Staff has reviewed the Plat of Consolidation and recommends approval by the Board of Trustees pursuant to Section 3-303 of the Subdivision Code.

Section 2. Approval, Execution and Recordation of the Plat of Consolidation.

A. Approval of Plat of Consolidation. The following Plat of Consolidation shall be, and are hereby, approved in substantially the form of that certain Plat of Consolidation for 2226 Catherine Street, prepared by Mackie Consultants, LLC, consisting of one sheet, with a latest revision date of November 29, 2022, attached to, and by this reference, made a part of this Resolution as **Exhibit A** ("**Plat of Consolidation**"); and in a final form to be approved by the Village Attorney.

B. Authorization. The Village President and Village Clerk are hereby authorized and directed to execute and seal, on behalf of the Village, the Plat of Consolidation, subject to certification by the Office of the Cook County Clerk that there are no property tax delinquencies, as well as all other certifications as necessary.

C. Recordation. The Village Manager is hereby directed to record each of the Plat of Consolidation in the Office of the Cook County Recorder upon the occurrence of all of the events listed in Section 3 of this Resolution.

Section 3. EFFECTIVE DATE.

This Resolution shall in full force and effect only upon:

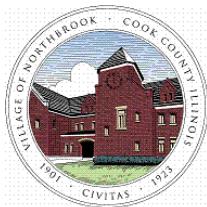
- A. its passage and approval in the manner provided by law; and
- B. the effective date of Ordinance No. 23-[**INSERT VACATION ORDINANCE**].

Scheduled: 1/10/2023

ATTEST:

Village President

Village Clerk



MEMORANDUM

VILLAGE OF NORTHBROOK

POLICE

TO: CARA PAVLICEK, VILLAGE MANAGER
FROM: CHRISTOPHER KENNEDY, POLICE CHIEF
DATE: January 10, 2023
SUBJECT: A RESOLUTION APPROVING MEMBERSHIP RENEWAL IN NIPSTA

In 1997, the Northbrook Village Board authorized (Resolution No. 97-R-5) entry into a feasibility study regarding the re-use of twenty-acres of the former Glenview Naval Air Station property as a regional training facility. In October of 2001, seventeen municipalities and fire protection districts (including Northbrook) participated in a multi-year plan to develop the Northeastern Public Safety Training Academy ("NIPSTA" or "Vendor"). Pursuant to an intergovernmental agreement, the Village of Northbrook has maintained an annual membership in NIPSTA.

NIPSTA provides a cost-effective training venue for multi-jurisdictional, cross-disciplinary training events, in addition to maintaining strong strategic alliances among neighboring communities in Northeast Illinois. NIPSTA provides programs and services that address public safety needs focusing on Homeland Security, fire department response to hazardous materials, police and fire agility testing for new recruit entrance examinations, operational readiness and in service training for police, fire, and public works personnel using both indoor and outdoor training environments.

The annual membership fee for Police, Fire, and Public Works personnel is assessed based on the number of personnel assigned to each Department. For the period of January through December 2023, the total membership investment for Police, Fire, and Public Works personnel is \$24,076. Cost sharing between the three Departments, based upon the current NIPSTA invoice, is distributed as follows: Police, \$10,956; Fire, \$11,620; and Public Works, \$1,500.

For these reasons, staff requests that the Village Board approve an expenditure in the not-to-exceed amount of \$24,076 for the membership renewal in NIPSTA. The FY 2022/2023 Annual Budget provides sufficient funds for the annual membership in NIPSTA in Accounts #11-2100-542-00, 11-3100-542-00, and 11-4100-542-00.

Staff will be present at the January 10 Board of Trustees meeting, should any questions arise.

Resolution (ID # 6492)

BE IT RESOLVED by the President and Board of Trustees of the Village of Northbrook, County of Cook and State of Illinois, THAT:

A Resolution Approving Membership Renewal in the Northeastern Illinois Public Safety Training Academy (NIPSTA) of Glenview, IL

is hereby adopted, as follows:

Section 1. Recitals.

In 1997, the Northbrook Village Board authorized (Resolution No. 97-R-5) entry into a feasibility study regarding the re-use of twenty-acres of the former Glenview Naval Air Station property as a regional training facility. In October of 2001, seventeen municipalities and fire protection districts (including Northbrook) participated in a multi-year plan to develop the Northeastern Public Safety Training Academy ("*NIPSTA*" or "*Vendor*"). NIPSTA provides a cost-effective training venue for multi-jurisdictional, cross-disciplinary training events, in addition to maintaining strong strategic alliances among neighboring communities in Northeast Illinois. NIPSTA provides programs and services that address public safety needs focusing on Homeland Security, fire department response to hazardous materials, police and fire agility testing for new recruit entrance examinations, operational readiness and in-service training for police, fire, and public works personnel using both indoor and outdoor training environments.

The annual membership fees for Police, Fire, and Public Works personnel to participate in NIPSTA trainings are assessed based on the number of personnel assigned to each Department. For the period of January through December 2023, the total membership investment for Police, Fire, and Public Works personnel is \$24,076. Cost sharing between the three Departments, based upon the NIPSTA invoice, is distributed as follows: Police, \$10,956; Fire, \$11,620; and Public Works, \$1,500.

The FY 2022/2023 Annual Budget provides for the annual membership to NIPSTA in Account Nos. #11-2100-542-00, #11-3100-542-00, and #11-4100-542-00.

The President and the Board of Trustees have reviewed the expenditure and determined that it is in the best interests of the Village and the public to approve the expenditure.

Section 2. Authorization to Procure.

The Village Manager is hereby authorized and directed to execute such documents and make such payments as are necessary to renew membership with the Vendor for an additional, one-year term, expiring December 31, 2023, in an amount not to exceed \$24,076.

Scheduled: 1/10/2023

ATTEST:

Village President

Village Clerk

Northeastern Illinois Public Safety Training Academy

2300 Patriot Blvd
Glenview, IL 60026

Membership Invoice

Bill To
Village of Northbrook 1401 Landwehr Northbrook, Illinois 60062 Attn: Charles Wernick

Invoice
22-00011
Date
12/21/2022

Payment Due	Delegate	Alternate Delegate	Alternate Delegate #2
1/1/2023	Andy Carlson	Kelly Hamill	
Description	Authorized Sworn P...	Rate	Amount
Annual NIPSTA Membership Investment for FY 2023 (January 1 - December 31) 66 Sworn Police Personnel (66 @ \$166 = \$10,956) 70 Sworn FT Equivalent Fire Personnel (70 @ \$166 = \$11,620) 49 Public Works Personnel (\$1,500) Pursuant to the NIPSTA Intergovernmental Agreement, the 2023 annual membership dues assessment is based upon the personnel count provided to NIPSTA as of December 2022.		24,076.00	24,076.00
Thank you for your membership renewal!			Total \$24,076.00
			Payments/Credits \$0.00
			Balance Due \$24,076.00



MEMORANDUM

VILLAGE OF NORTHBROOK

DEVELOPMENT AND PLANNING SERVICES

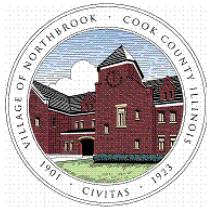
TO: CARA PAVLICEK, VILLAGE MANAGER
FROM: SWATI PANDEY, SENIOR PLANNER
DATE: January 10, 2023
SUBJECT: PUBLIC HEARING FOR 175 POINTE DRIVE FOR NORTHBROOK POINTE PLANNED DEVELOPMENT AMENDMENT

A public hearing was previously advertised for the January 10, 2023, meeting of the Village Board regarding an amendment to the Northbrook Pointe annexation and development agreement regarding an application submitted by Schwartz Family Partnership, LLC (the "Applicant"), as owner of the property located at 175 Pointe Drive (the "Site"), which is part of Northbrook Pointe Planned Development (the "Subject Property").

Staff is requesting that the Board open the public hearing and continue the public hearing to February 14, 2023. This staff request for a continuation of the public hearing is to allow for finalization of all development documents to be presented to the Village Board based upon the Plan Commission and Architectural Control Commission recommendations.

If the Board continues to the public hearing, there will not be comments taken at the meeting on January 10, 2023, nor any decision will be made by the Village Board.

The Subject Property is 16.4 acres located on the southeast corner of Pointe Drive and Lake Cook Road, east of I-294. The Applicant proposes to construct a 34-unit rental townhome development on the existing vacant 3.1 acre portion of the site, south of the two existing condominium buildings on Pointe Drive.



MEMORANDUM

VILLAGE OF NORTHBROOK

DEVELOPMENT AND PLANNING SERVICES

TO: CARA PAVLICEK, VILLAGE MANAGER
FROM: CHAN YU, DPS DEPUTY DIRECTOR
DATE: January 10, 2023
SUBJECT: PRELIMINARY REVIEW FOR NOGGIN BUILDERS AT SANDERS COURT
4125-4195 DUNDEE ROAD

INTRODUCTION

On January 10, 2023 the Board of Trustees is scheduled to consider a preliminary application submitted by Noggin Builders, LLC. (the "Applicant") as potential lessee of units B114, B115 and B116 of 4125-4195 Dundee Road (the "Subject Property"), also commonly known as Sanders Court shopping center, which is currently owned by Westwood Financial (the "Owner"). The Applicant proposes to lease said units of the Subject Property to provide science, technology, engineering and math (STEM) classes and camps for children ages 4 to 14. This proposed use is categorized under SIC Code 8299.01, for educational services not elsewhere classified and requires a special use permit in the C2 Neighborhood Commercial District.

The Subject Property:

- is approximately 475,758 square feet in size (excludes the northeast outlots with office building and Culver's restaurant) and is zoned C2 Neighborhood Commercial District;
- is located on the southwest side of the intersection of Dundee Road and Sanders Road;
- contains a single-story multi-tenant commercial retail shopping center known as Sanders Court with approximately 127,684 square-feet of tenant space;
- the surrounding properties zoning and land uses are depicted on the attached Application Summary;
- the Comprehensive Plan's Future Land Use designation is Community Retail Uses;
- is not located within the 100-year flood plain;
- is not located in proximity to any areas identified in the Stormwater Management Plan.
- The Bicycle and Pedestrian Plan does not designate for any new bicycle or pedestrian infrastructure on Dundee or Sanders Road surrounding the Subject Property.

PROPOSED PROJECT

The Applicant is proposing to relocate from its existing Northbrook location to occupy approximately 4,015 square feet within three-tenant spaces at the south west corner of the shopping center, in units B114, B115 and B116. The proposed use called Noggin Builders, would provide STEM classes and camps for children between 4 and 14 years old. The attached narrative and attachments from the Applicant provide a detailed description of the proposed use for the Subject Property, of which the following is an excerpt:

- The Applicant is currently located at 3000 Dundee Road, which received a Special Permit for the identical use on April 26, 2016 (attached Ordinance 2016-24). It currently provides classes to 300 children per week. Noggin Builders has served the community since 2013, beginning at 3073 Dundee in a 1,700 SF space (no special permit required due to small size).
- The Applicant is proposing the hours of operation during the school year Monday through Friday between 9AM to 8PM, noting peak hours occurring between 4PM to 6PM. The hours of operation during summer break are proposed to be Monday through Friday between 9AM to 4PM.
- The Applicant has attached a floorplan of its existing location at 3000 Dundee as an example of how the new location would be designed; due to time constraints, a new floorplan for the proposed location is not available. A description is provided however, indicating that the space would include four classrooms and has an existing office, three bathrooms and storage areas.
- There is an outdoor activity space proposed for the use. Per the attached exterior space plan, there is a door that leads to the proposed outdoor space that would be utilized for STEM activities including for example, growing plants, observing the sky and experiments using sunlight and wind. During the summer, it would also serve as an eating area. The proposed fence shown on the plan accounts for the three-foot clearance distance for the Fire Department to access the fire house connection on the rear wall.
- The Applicant has attached a description of the drop-off and pick-up procedure along with a diagram. In short, children eight years and under are required to be escorted in and out of the facility by an adult. Children over eight years old, representing about 25% to 30% of the students, may be dropped off or picked up at the curb. There is a 15-minute window for drop-off and pick-up to allow for staggering of cars. Per the Applicant, drop-offs do not cause back up of cars since children can exit the vehicles promptly. A typical pick-up queue may include approximately four to six cars.
 - Pick-up times during the school year are between: 4:30-4:45PM, 5:15-5:30PM and 7:45-8PM.
 - Pick-up times during the summer camps are between: 11:45AM-12PM and 3:45-4PM.
- The parking requirement for vocational and correspondence schools is 1 per 200 square feet of net floor area. Thus, with a tenant space of 4,015 square feet, the required parking would be approximately 18-19 parking spaces, given the definition of net floor area which is used to calculate required parking spaces, and excludes bathrooms, mechanical rooms and storage areas.
 - Per Ordinance 2022-20 amending the required number of parking spaces for shopping centers, Sanders Court is required to have 550 parking spaces. Sanders Court has 577 parking spaces available for a wide array of tenants and thus, the shopping center has more available parking spaces than the proposed use requires.

REQUIRED ZONING RELIEF

- Special Use Permit to allow Educational Service not elsewhere classified (SIC No. 8299.01) in the C2 Neighborhood Commercial District.

SUMMARY

While reviewing the request, the Board of Trustees will want to consider the following items:

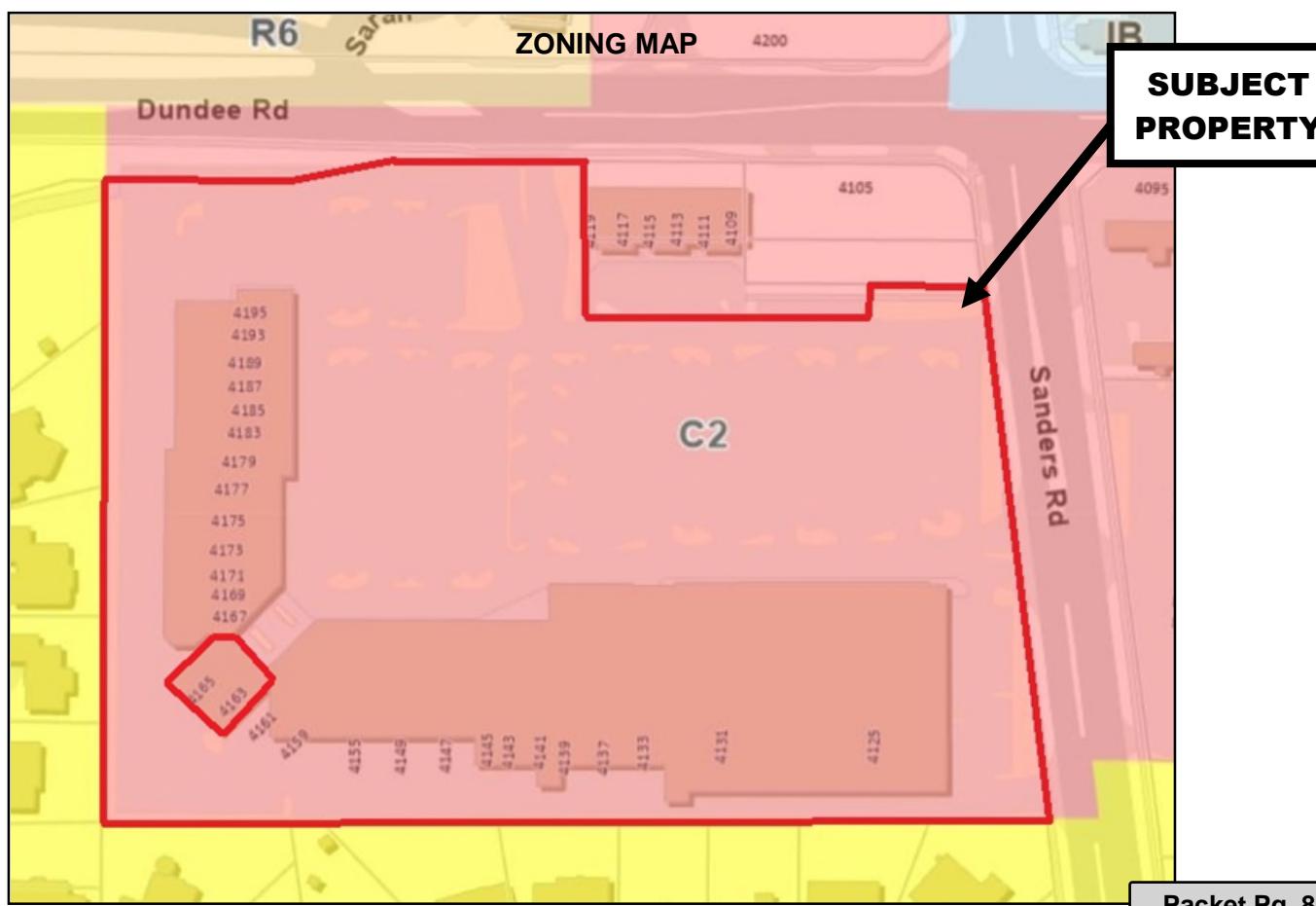
1. Does the Board find it appropriate to approve a Special Permit to allow the operation of providing STEM classes and camps for children ages 4 to 14 on the Subject Property?

- a. If so, should there be any operational limitations (i.e. hours of operation, number of students, etc.)?
- b. If so, are there any concerns for the proposed exterior space in the rear of the tenant space/shopping center, on the parking lot, that would be completely enclosed by a fence?
- c. If so, are there any concerns for the proposed drop-off/pick-up procedure and plan?

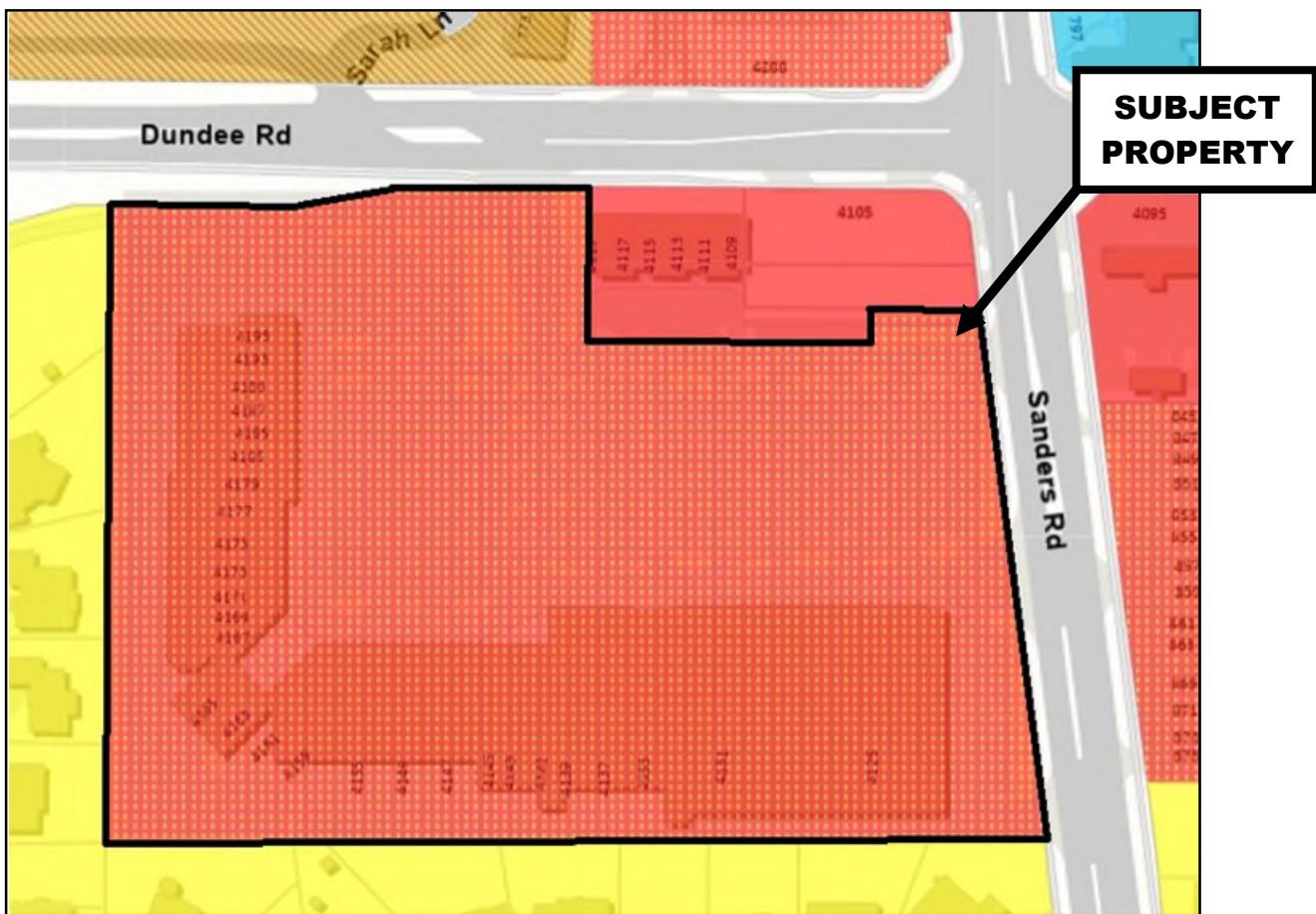
Staff and the Applicant will be present for the January 10, 2023, Board of Trustees meeting to answer any questions that may arise.

**PRELIMINARY REVIEW
PRE-22-22: 4125-4195 SANDERS ROAD
APPLICATION SUMMARY**

Applicant:	Noggin Builders, LLC
Site Location:	Sanders Court shopping center at 4125-4195 Sanders Rd., Units B114-116
Requested Action:	Special Use Permit to provide Educational Services not elsewhere classified (SIC 8299.01).
Proposal:	To relocate Noggin Builders from its existing location at 3000 Dundee Rd. to Sanders Court.
Existing Zoning & Land Use:	C2 Neighborhood Commercial District with a shopping center known as Sanders Court.
Surrounding Zoning & Land Use:	<p>North: R6 Multi-Family Residential and C2 Neighborhood Commercial (residential homes and bank, respectively)</p> <p>South: R-4 Single Family Residential District (residential homes)</p> <p>East: C2 Neighborhood Commercial (shopping center)</p> <p>West: R-4 Single Family Residential District (residential homes)</p>
Comprehensive Plan Designation:	Community Retail



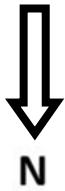
COMPREHENSIVE PLAN MAP



Legend

■	Open Space & Outdoor Recreation
■	Single Family
■	Single Family Large Lot
■	Multi-Family up to 6 DUA
■	Multi-Family 6-9 DUA
■	Multi-Family 9-15 DUA
■	Multi-Family over 15 DUA
■	Senior or Special Residential
■	Government Facility
■	Institutional Facility
■	Neighborhood Office
■	Neighborhood Edge 1
■	Neighborhood Edge 2
■	Office - Professional
■	Office - Corporate/Corridor
■	Community Retail
■	Major Retail
■	Industrial & Commercial Service
■	General Industrial, Warehouse & Office
■	Major Industrial/Distribution
■	Transportation, Comm. & Utilities
■	Village Center Mixed Use
■	Techny Area Multi-Use
■	Major Corridor Multi-Use
■	Techny Area

4159-4165 Dundee Rd. Aerial and Birdseye View





Doc#: 1618022193 Fee: \$50.00
 Karen A. Yarbrough
 Cook County Recorder of Deeds
 Date: 06/28/2016 02:21 PM Pg: 1 of 7

Ordinance 2016-24

BE IT ORDAINED by the President and Board of Trustees of the Village of Northbrook, County of Cook and State of Illinois THAT:

An Ordinance Granting A Special Permit For Educational Services Not Elsewhere Classified (3000 Dundee Suites 201-204 – Noggin Builders) (Plan Commission Docket No. PCD-16-02)

shall be, and is hereby, adopted as follows:

Section 1. BACKGROUND.

Noggin Builders, LLC ("Applicant") is the prospective lessee of the property commonly known as 3000 Dundee, Suite 201-204, a tenant space in the building known as the 3000 Dundee Executive Office Center ("Property"). The Property is improved with multi-tenant single story buildings and is owned by 3000 Dundee Road, LLC ("Owner") which has consented to the relief requested by the Applicant. The Applicant desires to operate a children's educational facility not elsewhere classified on the Property, in the O-2 Limited Office District.

Section 2. DESCRIPTION OF PROPERTY.

The Property is commonly known as 3000 Dundee, Suites 201-204, which is legally described in **Exhibit A** attached to and, by this reference, made a part of this Ordinance. The Property is located within the O-2 Limited Office District.

Section 3. PUBLIC MEETINGS & HEARINGS.

A public hearing to consider the Applicant's request for a special permit was duly advertised on March 17, 2016 in the *Northbrook Star* and was held at the Plan Commission's regular meeting on April 5, 2016. On April 19, 2016, the Plan Commission formally adopted Resolution No. 16-PC-07 recommending approval of the application.

Section 4. SPECIAL PERMIT.

Subject to and contingent upon the conditions, restrictions, and provisions set forth in Section 5 of this Ordinance, a special permit to allow the operation of a children's educational service not elsewhere classified (Northbrook SIC 8299.01: Schools and Educational Services Not Elsewhere Classified) ("**Facility**") on the Property is hereby granted to the Applicant in accordance with and pursuant to Section 11-602 of the Code and the home rule powers of the Village of Northbrook.

Section 5. SPECIAL PERMIT CONDITIONS.

The special permit granted in Section 4 above shall be, and is hereby, expressly subject to and contingent upon each of the following conditions, restrictions and provisions:

A. Term. The special permit shall have a term which expires on August 31, 2023; provided, however that if the Applicant's lease for the Property terminates prior to that time, the special permit shall also automatically terminate;

B. On-Site Circulation and Parking. The Applicant and Owner shall install the required number of accessible parking spaces, with appropriate curb depressions, for the entire office complex on the Property. One of the accessible spaces must be located adjacent to the Applicant's tenant space, so that the striped access aisle portion of the accessible space can also serve as a walkway for the drop-off and pick-up of students; and

C. Licensing. The Facility shall operate in compliance with all applicable requirements of the Village's Municipal Code.

Section 6. FAILURE TO COMPLY WITH CONDITIONS.

Upon failure or refusal of the Applicant to comply with any or all of the conditions, restrictions or provisions of this Ordinance, the special permit granted in Section 4 of this Ordinance shall, at the sole discretion of the Village Board of Trustees, by ordinance duly adopted, be revoked and become null and void; provided, however, that the Village Board of Trustees may not so revoke the special permit unless it shall first provide 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 Board of Trustees. In the event of revocation, the development and use of the Property shall be governed solely by the regulations of the O-2 Limited Office District, as the same may, from time to time, be amended. Further, in the event of such revocation of the special permit, the Village Manager and Village Attorney are hereby authorized and directed to bring such zoning enforcement action as may be appropriate under the circumstances. The Applicant acknowledges that public notices and hearings have been held with respect to the adoption of this Ordinance, has considered the possibility of the revocation provided for in this Section, and agrees not to challenge any such revocation on the grounds of any procedural infirmity or any denial of any procedural right, provided that the notice to the Applicant or its successor required by this Section is given.

Section 7. AMENDMENT TO SPECIAL PERMIT.

Any amendment to the special permit granted by this Ordinance that may be requested by the Applicant after the effective date of this Ordinance may be granted only pursuant to the procedures, and subject to the standards and limitations, provided in the Code.

Section 8. BINDING EFFECT; NON-TRANSFERABILITY.

The privileges, obligations, and provisions of each and every Section of this Ordinance, are for the sole benefit of, and shall be binding on, the Applicant, except as otherwise expressly provided in this Ordinance. Nothing in this Ordinance shall be deemed to allow this Ordinance to be transferred to any person or entity unless and until (a) such person or entity ("**Transferee**") executes and files with the Village Clerk an unconditional agreement and consent to accept and abide by each and all of the terms, conditions, and limitations set forth in this Ordinance in a form acceptable to the Village Manager and (b) the Board of Trustees has approved such transfer by resolution duly adopted.

Section 9. EFFECTIVE DATE.

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

- i. passage by the Board of Trustees of the Village of Northbrook by a majority vote in the manner required by law;
- ii. publication in pamphlet form in the manner required by law;
- iii. the filing by the Applicant and the Owner with the Village Clerk of an unconditional agreement and consent to accept and abide by each and all of the terms, conditions, and limitations set forth in this Ordinance. Said unconditional agreement and consent shall be in the form of **Exhibit B**, attached to and made a part of this Ordinance by this reference; and
- iv. recordation of this Ordinance, together with such exhibits as the Village Clerk shall deem appropriate for recordation, with the Cook County Recorder of Deeds. The Applicant shall bear the full cost of such recordation.

B. In the event that the Applicant does not file with the Village Clerk a fully executed copy of the unconditional agreement and consent referenced in Paragraph 9.A.iii of this Ordinance within 90 days after the date of passage of this Ordinance by the President and Board of Trustees, the corporate authorities shall have the right, in their sole discretion, to declare this Ordinance null and void and of no force or effect.

Adopted: 4/26/2016

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]

MOVER: Bob Israel, Trustee

SECONDER: James Karagianis, Trustee

AYES: Karagianis, Buehler, Scolaro, Heller, Ciesla, Israel, Frum

ATTEST:

/s/ Sandra E. Frum
Village President

/s/ Debra J. Ford

Village Clerk

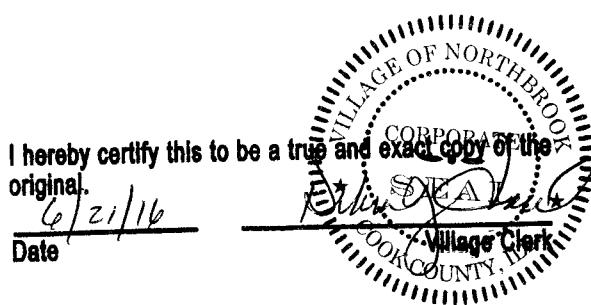


EXHIBIT A

Legal Description of Property

THAT PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LINE EAST OF A LINE 439.55 FEET (MEASURED ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 5 AFORESAID) EAST OF AND PARALLEL WITH THE WEST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 5 AFORESAID (EXCEPT THEREFROM THE SOUTH 50.60 FEET TAKEN FOR ROADWAY PER DOCUMENT 21917610 AND EXCEPT THAT PART TAKEN FOR ANTHONY TRAIL PER DOCUMENT 15592954 AND DOCUMENT 217018951), IN COOK COUNTY, ILLINOIS.

AND ALSO EXCEPT THE FOLLOWING DESCRIBED PARCEL CONVEYED TO THE STATE OF ILLINOIS FOR THE USE OF THE DEPARTMENT OF TRANSPORTATION BY DEED RECORDED AS DOCUMENT 85304564: THAT PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE SAID QUARTER QUARTER SECTION, THENCE EASTERLY ALONG THE SOUTH LINE THEREOF 1331.20 FEET TO THE EAST LINE OF SAID QUARTER QUARTER SECTION, THENCE NORTHERLY ALONG SAID EAST LINE WHICH FORMS AN ANGLE OF 89 22' 33" TO THE LEFT OF THE LAST DESCRIBED COURSE EXTENDED 50.00 FEET TO THE NORTH LINE OF THE SOUTH 50.00 FEET OF SAID QUARTER QUARTER SECTION, THEN WESTERLY ALONG SAID NORTH LINE 42.00 FEET TO THE SOUTHWEST CORNER OF THAT PROPERTY TAKEN FOR ANTHONY TRAIL ACCORDING TO DOCUMENT 21701895 FOR A POINT OF BEGINNING; THENCE NORTHEASTERLY ALONG THE NORTHWEST LINE OF SAID PROPERTY TAKEN FOR ANTHONY TRAIL WHICH FORMS AN ANGLE OF 121 25' 19" TO THE RIGHT OF THE LAST DESCRIBED COURSE EXTENDED 29.29 FEET TO AN ANGLE POINT IN THE WEST LINE OF SAID PROPERTY TAKEN FOR ANTHONY TRAIL, SAID POINT BEING ON THE WEST LINE OF THE EAST 27.00 FEET OF SAID QUARTER QUARTER SECTION; THENCE NORTHERLY ALONG SAID WEST LINE BEING THE WEST LINE OF ANTHONY TRAIL ACCORDING TO DOCUMENT 21701895 FOR A DISTANCE OF 5.00 FEET; THENCE SOUTHWESTERLY 39.25 FEET TO A POINT ON THE SAID NORTH LINE OF THE SOUTH 50.00 FEET OF SAID QUARTER QUARTER SECTION, A DISTANCE OF 10.00 FEET WESTERLY OF THE POINT OF BEGINNING AS MEASURED ALONG SAID NORTH LINE; THENCE EASTERLY ALONG SAID NORTH LINE BEING THE NORTH LINE OF DUNDEE ROAD ACCORDING TO DOCUMENT 21917610 FOR A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

Commonly known as 3000 Dundee Road, Suites 201-204

PIN: 04-05-402-010-0000

EXHIBIT BUnconditional Agreement and Consent of Applicant and Owner

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

WHEREAS, Noggin Builders LLC ("*Applicant*") is the potential lessee of the property commonly known as 3000 Dundee, Suite 201-204, a tenant space in the building known as the 3000 Dundee Executive Office Center ("*Property*"); and

WHEREAS, 3000 Dundee Road, LLC ("*Owner*") is the owner of the Property; and

WHEREAS, the Applicant desires to operate a children's educational facility on the Property; and

WHEREAS, the Property is located within the within the I-1 Restricted Industrial District, in which educational facilities not elsewhere classified are allowed only as a special permit use; and

WHEREAS, the Applicant has applied for a special permit to allow the operation of a children's educational facility on the Property and the Owner has consented to the application; and

WHEREAS, Ordinance No. 16-24, adopted by the President and Board of Trustees of the Village of Northbrook on April 26, 2016 ("*Ordinance*"), grants approval of such special permit, subject to certain conditions, for the benefit of Applicant; and

WHEREAS, Applicant desires to evidence to the Village its unconditional agreement and consent to accept and abide by each of the terms, conditions, and limitations set forth in said Ordinance, and the Owner desires to evidence its consent to recording the Ordinance against the Property;

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

1. Applicant shall, and does hereby unconditionally agree to, accept, consent to and abide by all of the terms, conditions, restrictions, and provisions of that certain Ordinance No. 16-24, adopted by the Village Board of Trustees on April 26, 2016.
2. Applicant acknowledges and agrees that the Village is not and shall not be, in any way, liable for any damages or injuries that may be sustained as a result of the Village's review and approval of any plans for the Property, or the issuance of any permits for the use and development of the Property, and that the Village's review and approval of any such plans and issuance of any such permits does not, and shall not, in any way, be deemed to insure Applicant against damage or injury of any kind and at any time.
3. Applicant acknowledges that the 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 any denial of any procedural right, provided that the notice to Applicant required by Section 6 of the Ordinance is given.
4. Applicant agrees to and does hereby 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 (a) the Village's review and approval of any plans and issuance of any permits, (b) the procedures followed in connection with the adoption of the Ordinance, (c) the development, construction, maintenance, and use of the Property, and (d) the performance by Applicant of their obligations under this Unconditional Consent and Agreement.

5. Applicant shall, and does hereby agree to, pay all expenses incurred by the Village in defending itself with regard to any and all of the claims mentioned in this Unconditional Consent and Agreement. These expenses shall include all out-of-pocket expenses, such as attorneys' and experts' fees, and shall also include the reasonable value of any services rendered by any employees of the Village.
6. Owner warrants and represents to the Village that it owns fee simple title to the Property and consents to the recording of the Ordinance against the Property.

NOGGIN BUILDERS, LLC, an Illinois limited liability company



By: Amy Torf
Signature

By: Amy Torf
Print Name
Its: President

SUBSCRIBED and **SWORN** to
before me this 17th day of
May, 2016.

Janet Deaton
Notary Public

ATTEST:

3000 DUNDEE ROAD, LLC, an Illinois limited liability company

By: [Signature]
Signature

By: Patricia L. Lewis
Print Name
Its: _____

SUBSCRIBED and **SWORN** to
before me this 17th day of

May, 2016.
Linda A. Lewis
Notary Public



Ordinance 2016-24

An Ordinance Granting A Special Permit For Educational Services Not Elsewhere Classified (3000 Dundee Suites 201-204 – Noggin Builders) (Plan Commission Docket No. PCD-16-02)

Passed by the Board of Trustees, 4/26/2016
Printed and Published 4/27/2016

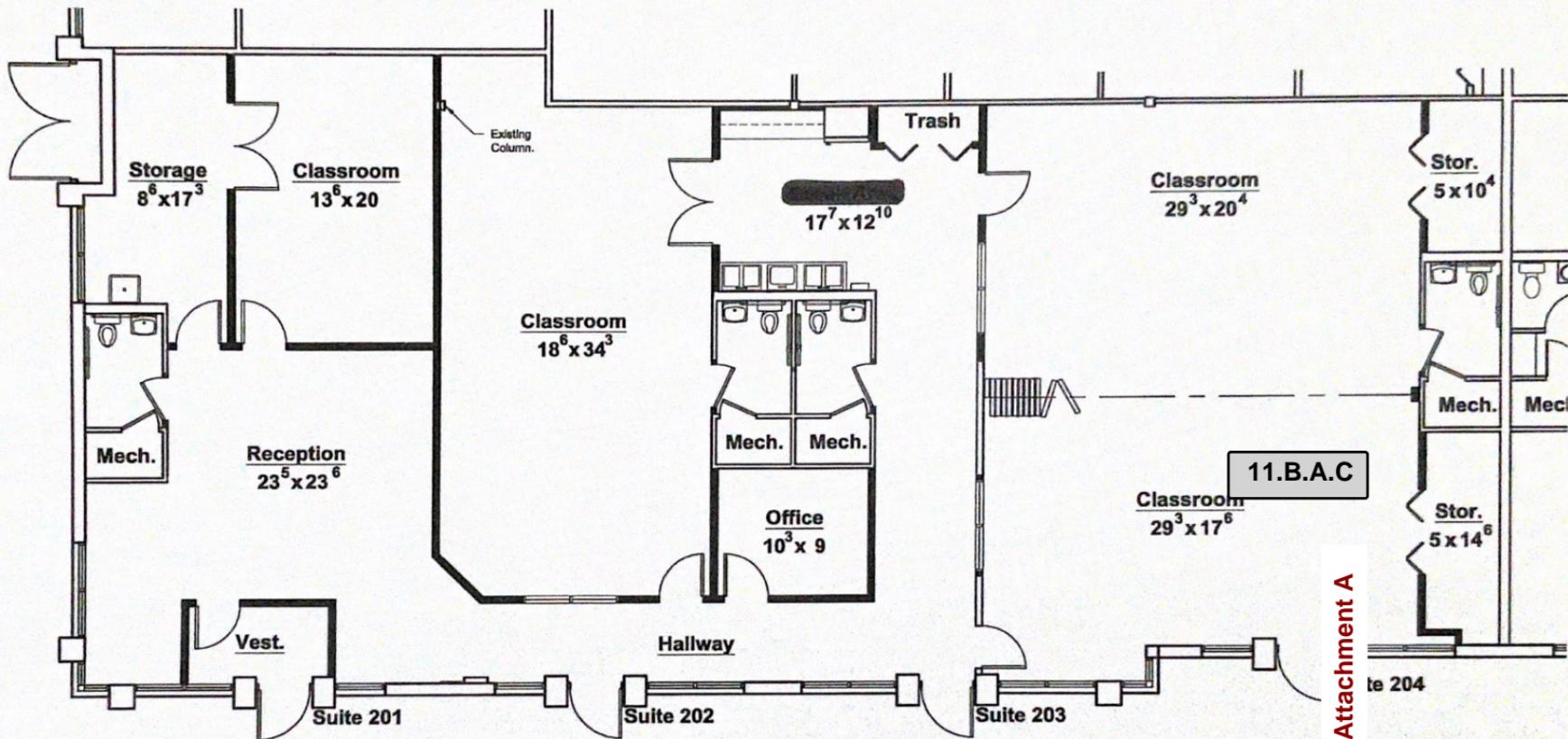
Printed and Published in Pamphlet Form
by Authority of the
President and Board of Trustees
VILLAGE OF NORTHBROOK
COOK COUNTY, ILLINOIS

I hereby certify that this document
was properly published on the date
stated above.

/s/ Debra J. Ford
Village Clerk

Floor Plan - 3000 Dundee Rd (current space)

For reference only; Floor plan for proposed space to be included with full application



**Special Use Permit Application for Noggin Builders, LLC at
4163 & 4165 Dundee Rd. (Sanders Ct. Shopping Center B114, B115 & B116)**

Noggin Builders is applying for a special use permit for occupancy in a space larger than 2,500 square feet, as indicated by Village Code 8299.01 for educational service not elsewhere classified in a C-2 district.

Noggin Builders is currently located at 3000 Dundee Rd. and seeks to move to Sanders Court Shopping Center. Sanders Court is a multi-tenant retail center zoned C-2. The landlord, Westwood Financial, will provide permission to seek special use permit, tenant information, and parking space information as needed.

Noggin Builders offers STEM (science, technology, engineering, and math) classes and camps for children ages 4-14 years. Noggin Builders has been operating in Northbrook since 2013 and explores with approximately 300 children per week. See www.NogginBuilders.com for detailed program information.

Hours of operation are:

School Year

Monday - Friday 9:00am-8:00pm, with peak hours between 4:00pm-6:00pm

Summer

Monday - Friday 9:00am-4:00pm

Staff:

3 full-time staff and 6 part-time staff

Design:

The proposed design of the space interior includes 4 classrooms, 3 existing bathrooms, an office, and storage areas, occupying approximately 4,015 square feet. Due to the timing of this preliminary application, we have included the layout of our current space (see Attachment A), which is similar in layout and size to the proposed space. We will provide a detailed drawing of the proposed space in our full application.

The proposed use will also include an exterior space adjacent to the building (see Attachment B). The exterior space will be completely enclosed by a fence and accessible via an interior door. The exterior space will be used for outdoor STEM explorations such as growing plants, observing the sky, and experiments using sunlight or wind. The exterior space will also serve as an eating area during summer camps.

Deliveries:

UPS / FedEx / Amazon type deliveries are received approximately once per week

Drop Off and Pick Up Procedures:

See Attachments C & D

Attachment B: Exterior Space

The proposed use includes usage of an exterior space adjacent to the building. The exterior space will be completely enclosed by a fence, as indicated by outline in pink. Non-emergency access will be via an interior door, indicated with pink star. The exterior space will be used for outdoor STEM explorations such as growing plants, observing the sky, and experiments using sunlight or wind. The exterior space will also serve as an eating area during summer camps.



Attachment C: Noggin Builders Drop-Off and Pick-up Procedures

Children up to the age of 8 years old are required to be escorted into and out of the facility by an adult. Children under the age of 8 years old account for 70-75% of Noggin Builders customers. There is ample parking at the shopping center.

Children over the age of 8 years old may be dropped off or picked up at the curb and enter / exit the building alone. During drop-off / pick-up times when children of this age are scheduled for programs, a Noggin Builders staff member will supervise drop-off / pick-up at all times.

At all times, the drop-off / pick-time is a 15-minute window to allow for staggering of cars. Drop-off does not cause a back up of cars because children exit the vehicle and the car promptly moves on in the traffic flow. During pick-up times, cars may line up prior to the end of class to wait for their child. Due to carpooling and staggered pick-up windows, a typical pick-up queue may include 4-6 cars. Based on scheduled class times, pick up times during the school year are 4:30pm-4:45pm, 5:15pm-5:30pm, and 7:45pm-8:00pm. Based on scheduled camp times, pick up times during the summer are 11:45am-12:00pm and 3:45pm-4:00pm.

Please see Attachment D for diagram.

Supervision: Exterior drop-off and pick-ups will be supervised by Noggin Builders staff.

Communication: Drop-off and Pick-up Procedures will be communicated to parents via website, registration confirmations, and signage within the center.

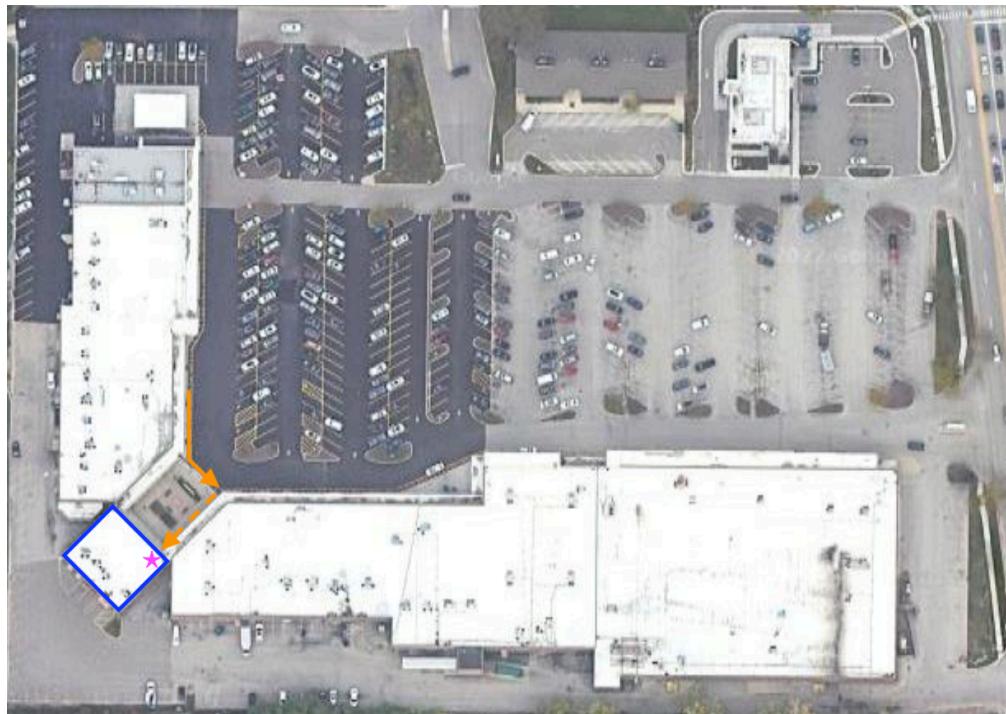
Attachment D: Drop-off / Pick-up Traffic Flow

Drop-off and pick-up will occur along the curb, in front of Noggin Builders' units. Vehicles will travel south / southeast, as indicated by the orange line, to reach the drop-off / pick-up location. A typical pick-up queue may include 3-5 cars.

Children will enter / exit their vehicle on the curb side and walk, as indicated by the orange dotted line, to enter / exit Noggin Builders at the point indicated with a pink star.

Supervision: Exterior drop-off and pick-ups will be supervised by Noggin Builders staff.

Communication: Drop-off and Pick-up procedures will be communicated to parents via website, registration confirmations, and signage within the center.





Village of Northbrook

PRELIMINARY REVIEW APPLICATION – ZONING & SUBDIVISION RELIEF**

Prior to applying for preliminary review of requested zoning and/or subdivision relief by the Village Board, the Applicant should schedule a meeting with the Department of Development & Planning Services to discuss the requested relief.
 (**Note: Applications for zoning relief from the Zoning Board of Appeals must use a different application form.)

The purpose of a preliminary review is to broadly acquaint the Village Board with the applicant's proposal and to provide the applicant with any preliminary views or concerns that members of the Board may have at a time in the process when positions are still flexible and adjustment is still possible. At the meeting at which the preliminary application is considered, any member of the Board of Trustees may make any comments, suggestions or recommendations regarding the preliminary application deemed necessary or appropriate by that member; provided, however, that no final or binding action shall be taken with respect to any preliminary application. Nothing said or done in the course of such review shall be deemed to create, or to prejudice, any rights of the applicant or to obligate the Village Board, or any member of it, to approve or deny any formal application following full consideration thereof as required by this Code.

The following materials are the minimum required for the processing of a preliminary review by the Village of Northbrook's Board of Trustees. There is no filing fee for the preliminary review; however, review of a submitted formal application will require payment of a filing fee(s). If you have questions regarding the completion of this process contact the Development & Planning Services Department at (847) 664-4050.

Current Property Owner Information

Legal Name: _____

Primary Contact: _____

Address _____

City, State, Zip _____

Phone No. _____

Email _____

Applicant Information

Legal Name: _____

Primary Contact: _____

Company: _____

Address: _____

City, State, Zip: _____

Phone No.: _____

Email: _____

Property Information (if more than one parcel is involved in the request please include the information for all parcels)

Site Location/Address: _____

Size of Property: _____ (square feet/acres)

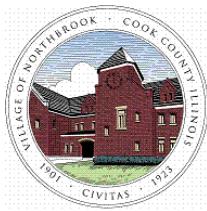
Size of Building Space, if applicable: _____ (square feet)

Current Zoning¹: _____

Current Use of the Property: _____

¹ www.northbrook.il.us/zoningmap

OVER →



MEMORANDUM

VILLAGE OF NORTHBROOK

DEVELOPMENT AND PLANNING SERVICES

TO: CARA PAVLICEK, VILLAGE MANAGER
FROM: TESSA MURRAY, SUSTAINABILITY COORDINATOR
DATE: January 10, 2023
SUBJECT: REGIONAL LEAF BLOWER WORKING GROUP UPDATE

At the January 10, 2023 meeting of the Village Board of Trustees, a motion is requested to refer the Final Report of Regional Leaf Blower Working Group to the Sustainability Commission for review and a recommendation specific to Option 2 in the report, as follows:

Option 2: An 8-week window during the fall clean-up season and 4-week window during the spring clean-up season when gas-powered leaf blowers may be utilized. Gas-powered leaf blowers would be banned during the summer and winter months.

- Implementation
- Effective date
- Enforcement practices
- Timing of notice
- Messaging and outreach

The Commission is asked to return its feedback no later than March 1, 2023. The motion seeks specific feedback on Option 2 from the Commission, even if there is not support on the Commission for any regulation of gas powered leaf blowers, in the event the Board determines it is in the best interest of the Village to regulate leaf blowers.

In late 2021, a Regional Leaf Blower Working Group was formed to evaluate the need and impact of regulations on gas-powered leaf-blowers. The Working Group is made up of representatives from eleven north suburban municipalities plus several community stakeholders. The Working Group's Final Report (attached) identifies best practices to consider should it be determined that gas-powered leaf blower regulations are appropriate for Northbrook. The identified policy options are:

1. A seasonal gas-powered leaf blower ban from May 15 through September 30. Gas-powered leaf blowers would be banned throughout the summer months.

2. An 8-week window during the fall clean-up season and 4-week window during the spring clean-up season when gas-powered leaf blowers may be utilized. Gas-powered leaf blowers would be banned during the summer and winter months.
3. A 10-month gas-powered leaf blower ban from December through September. Gas-powered leaf blowers would be allowed only during fall.
4. Status quo: no change to regulations with continued monitoring of leaf blower technology.

The Final Report notes that municipalities assessing adoption of new leaf blower regulations are encouraged to work together on drafting of ordinances to ensure uniformity of regulations throughout the North Shore. This uniformity is particularly important because landscapers work across municipal boundaries, such cooperation will greatly enhance the effectiveness of any policy.

It should be noted that policy option 1 (gas-powered leaf blower ban from May 15- September 30) is the most common timeframe used for regional municipalities that have regulations already in place. Conversely, policy option 3 (10-month ban on gas-powered leaf blowers) has not been implemented by any known municipality in our region, therefore the impact of prohibiting their use during the spring cleanup season is unknown.

Following review of the draft final report by the Working Group Village Managers, there were a number of Managers which identified Option 2 as the most appropriate method starting point for regulating gas powered leaf blowers for members of the Working Group that do not have existing restrictions in place.

Staff will be in attendance at the January 10, 2022 meeting to answer any questions the Board may have on this item.

Regional Leaf Blower Working Group

Final Report

Village of Deerfield
Deerfield Park District
Village of Glencoe
Village of Glenview
Go Green Wilmette
City of Highland Park
Illinois Landscape Contractors Association
Village of Kenilworth
Village of Lake Bluff
City of Lake Forest
Village of Lincolnshire
Mariani Landscape
Village of Northbrook
Scopelliti Landscaping
Village of Wilmette
Village of Winnetka

Submitted December 15, 2022

Purpose

The Regional Leaf Blower Working Group (referred to as the “Working Group”) was formed in late 2021 to evaluate the need and impact of leaf-blower regulations to be considered by each participating municipality. The Working Group was tasked with studying the impacts of gas-powered leaf blowers, alternative technologies and how communities could mitigate the impacts of this equipment.

The Working Group recognizes that the circumstances of participating municipalities are different and thus this report does not indicate whether a community should prohibit the use of gas-powered leaf blowers. Instead, the report identifies best practices to consider should it be determined that gas-powered leaf blower regulations are appropriate in a particular community.

The information in this report has been compiled to assist each community’s discussions and consideration of leaf-blower regulations. *In an effort to standardize regulations, municipalities that determine that new or expanded leaf-blower regulations are appropriate for their community are encouraged to work together on drafting of ordinances to ensure uniformity of regulations throughout the North Shore.* Because landscapers work across municipal boundaries, such cooperation will greatly enhance the effectiveness of and compliance with any policy.

Working Group Composition

To ensure a balanced and thoughtful report, the Working Group is comprised of:

- Elected officials
- Appointed officials (i.e. Sustainability Commission members)
- Professional municipal staff (Municipalities and Park Districts)
- Representatives of the landscape industry

The Working Group utilized consultants, the American Green Zone Alliance (AGZA) (<https://aqza.net/>) & Quiet Communities (<https://quietcommunities.org/>)¹, to assist with technical components of the report and to review a draft of the final report.

The Working Group created three subcommittees to conduct research and consider various policy components which have informed this report. The subcommittees include:

- Municipal Research and Best Practices
- Impact of Gas-Powered Leaf Blowers
- Alternative Equipment/Technology

¹ AGZA is an organization “committed to improving quality of life for communities, working conditions for operators and best practices for the landscape maintenance industry working to create cleaner air, quieter spaces, and more harmonious and sustainable communities.”

Quiet Communities is a “nonprofit 501C3 dedicated to helping communities reduce health and environmental harm from noise and pollution.”

Executive Policy Summary

Reasonable Policy Options for Consideration

For communities considering expanding gas-powered leaf blower policies, as well as those considering new regulations, the following policy options are presented:

- Status Quo/Monitoring
 - For communities without existing gas-powered leaf blower regulations, the individual characteristics of their community may warrant no change to regulations with continued monitoring of leaf blower technology
- A seasonal gas-powered leaf blower ban from approximately May 15 through September 30
 - This is the most common timeframe for regional municipalities, including Working Group members, with gas-powered leaf blower regulations
- An 8-week window during the fall clean-up season (October 1-November 30) and 4-week window (April 1 – April 30) during the spring clean-up season when gas-powered leaf blowers may be utilized
 - Gas-powered leaf blowers would be banned during the summer and winter months when their efficacy is less needed to meet customer expectations
 - Given that the start of the spring clean-up season can vary each year due to weather conditions, it would be appropriate for regulations to contemplate allowance of an administrative extension to the 4-week window
- A 10-month gas-powered leaf blower ban from December through September
 - This policy would prohibit the use of gas-powered leaf blowers during the annual spring clean-up season
 - None of the Working Group members, nor any nearby communities, have experience prohibiting the use of gas-powered leaf blowers during spring clean-up and the impact on spring operations is unknown at this time
 - Depending on customer expectations, use of battery-operated technology during spring clean-up may not be economically viable for landscapers
 - This option is not supported by the Illinois Landscape Contractors Association due to the volume of debris during spring clean-up which requires the efficacy of gas-powered leaf blowers and the compressed time period for spring clean-ups. Spring clean-up leaf volumes can be further exacerbated by late leaf drops during the fall season which further justifies the need for powerful leaf blowing equipment.

The American Green Zone Alliance does not recommend 12-month gas-powered leaf blower bans for communities along the North Shore due to the robust tree canopy and need for high-powered equipment to adequately complete fall clean-up. As of the date of this report, there are no electric or battery alternatives to gas-powered that can provide the efficacy required during fall clean-up nor are these alternatives economically viable for landscapers during the fall season.

Recommended Best Practices

Policy Implementation, Enforcement & Public Education

Policy Implementation

Whether a community is considering implementing gas-powered leaf blower regulations for the first time, or extending a seasonal ban to a 10-month ban, phasing of the regulations is important for the following reasons:

- Allows additional time for technology advancements as blower strength and battery power continues to improve for alternative equipment
- Reduces the economic impact on service providers and customers
- Provides sufficient time for public education

Examples of phasing timelines include:

- 5-year phase out (recommended by the Illinois Landscape Contractors Association)
- 3-year phase out
- 1-year phase out

The appropriate phase out period may vary by each community's circumstances. For example, a community with a 6-month ban currently in place may require a shorter phase out period than a community without any current regulations.

Enforcement

Enforcement of leaf blower regulations can be challenging for the municipality and frustrating to homeowners who encounter violations of leaf blower ordinances. Regulations limiting noise to specific decibel thresholds can be particularly difficult to enforce as compared to blanket prohibitions. Consideration as to how municipalities will enforce any such regulations is essential when contemplating new or expanded policies.

Enforcement approaches vary by community and the following are best practices that have been recommended by individual Working Group participants based on experience:

- When staffing allows, proactively enforce the ordinance with a dedicated employee(s) rather than respond reactively to complaints
- Seek compliance prior to issuing citations
 - Issue citations after failing to comply to warnings
 - Revoke citations if a landscaper provides evidence they have purchased an electric- or battery-operated leaf blower
- Issue citations to the landscaping companies, not the individual employees or homeowners
- Require landscapers to be licensed in order to communicate regulations and provide the ability to revoke a license for continued violation of ordinances.

- Communities that do not currently license landscapers but intend to should consider the impacts upon small businesses as well as staffing impacts to administer a licensing program.
- Require identifying information on landscaping vehicles to assist with enforcement
- Document voluntary compliance with regulations by identifying and recognizing companies which use alternative technology
- Other ideas not currently implemented by Working Group members but suggested for consideration include: 1) Develop an intake process where violations may be reported through the use of video or photos. Gas-powered equipment is used in short bursts making it difficult for law or code enforcement officials to catch violators in the act; 2) For communities which do not currently license landscapers, allow for reciprocal acceptance of landscape licenses (accept a license from another community) which may ease the administrative burden of implementing a new licensing program

Public Education

Public education is critical to the success of any leaf blower regulation and to ensure native habitats are properly maintained. Residents play an important role in reducing the impacts of gas-powered leaf blowers in the community and in making transitions to alternative equipment more economically viable for landscapers. Understanding the problems associated with gas-powered leaf blowers, impacts of any type of blowing/disturbance to the natural environment, and then using that knowledge to educate landscapers and homeowners is essential to the success of leaf blower regulations.

Template communications can be found in Appendix B with information that can be tailored to specific municipal regulations and for different audiences (landscapers, homeowners) or circumstances (Education or enforcement via social media, flyer, door hanger).

The Working Group recommends that communications utilize accessible, understandable language to reach the broadest possible audience.

Workforce Education and Training

Workforce education and training are critical to equitably and adequately resourcing leaf blower regulations. Battery electric technology is a different technology platform with its own operational and safety issues. It is essential to ensure electric tools are operated, handled, stored, and charged properly and safely, and that batteries are repurposed or recycled at the end of their useful lives. Safe and proper use of tools, batteries, and chargers also extend product life and optimize return on investment.

Environmental, Technology, Cost, & Other Considerations

The Working Group's best practices are based on an extensive review of the environmental impacts of gas-powered leaf blowers, current technology for alternative equipment and the cost to transition to more sustainable equipment.

Environmental Considerations

Environmental considerations regarding leaf blowers including noise and air pollution are discussed below. Ultimately, reducing the usage of leaf blowing in general (gas- or battery-powered), through public education and commercial education, is the most sustainable solution to protect native habitats and reduce noise and air pollution.

Noise Pollution

The issue of noise is one of the most common complaints received from community members regarding gas-powered leaf blower usage and the Occupational Safety and Health Administration (OSHA) requires ear protection for users of gas-powered leaf blowers. When measured at 50 feet away (the American National Standards Institute (ANSI) standard for measuring noise)):

- Average battery-operated blowers range from 52 - 65 dB
- Average low decibel gas-powered leaf blowers range from 60-64 dB
- Average gas-powered leaf blowers range from 75 - 83 dB

For reference, each 10 dB increase in sound is twice as loud as heard by the human ear. Refer to Appendix C for a chart from Purdue University to provide context for these decibel ranges.

A study commissioned by the City of Washington D.C. in 2018 and conducted by acoustic engineers from Arup, an international engineering firm, and Quiet Communities, found that for the commercial blowers that were tested:

- *The sound from the gas leaf blowers has a strong low frequency sound component absent from battery operated leaf blowers*
- *The low frequency component of the gas leaf blower sound carries loud sound over longer distances resulting in a greater noise impact on the surrounding community*
- *The low frequency component of gas leaf blower sound enables it to more easily penetrate through home windows and glass doors*

The report from Arup can be found in Appendix D.

While the noise from battery and electric operated leaf blowers is not as impactful as noise from gas-powered leaf blowers, they do still generate noticeable noise and none of the policy options on page two of this report will eliminate such noise in its entirety.

Air Pollution

Appendix E is a report from the US Environmental Protection Agency and Quiet Communities titled “National Emissions from Lawn and Garden Equipment”. The report finds that:

- *Commercial gas landscape maintenance equipment (GLME) is a source of high levels of localized emissions that include hazardous air pollutants, criteria pollutants, and carbon dioxide (CO₂)*
- *Routine use of GLME in the vicinity of residential neighborhoods, schools, parks, and other public spaces may be exposing the public to unnecessary and preventable health risks*
- *Communities and environmental, public health, and other government agencies should create policies and programs to protect the public from gas-powered lawn and garden equipment air pollutants and promote non-polluting alternatives.*

The US EPA report referenced above was completed in 2015 and technology improvements since that time are likely to have reduced pollution emanating from gas-powered leaf blowers. However, air pollution impacts remain and the 2015 report is the most reputable and comprehensive report available to the Working Group at this time.

For reference, OSHA does not require the use of a respirator to operate gas-powered leaf blowers.

Technology Considerations

Currently, gas-powered leaf blowers are significantly more powerful than electric blowers. The most common way to measure the power of a leaf blower is to determine its Cubic Feet per Minute (CFM) and Miles per Hour (MPH).

CFM measures the volume of air leaving the blower. MPH measures the speed of air leaving the blower. CFM moves *more* debris while higher MPH moves heavier, wet debris.

The following table compares the operational capabilities of battery- and gas-powered commercial equipment:

Maximum Outputs	Industry Leading Battery-Operated Leaf Blower	Industry Leading Gas-Powered Leaf Blower
CFM	600	941
MPH	142 – 170	206

For industry leading battery-operated equipment, with battery backpack, the tool will generally operate for approximately one hour on maximum power (setting most likely used during fall leaf clean-up). This requires a substantial back-up battery supply for each blower in use by a landscape company.

Cost Considerations

Per AGZA and Quiet Communities, the cost to replace gas-powered leaf blowers with battery electric technology is dependent on the intensity of leaf blower usage, which is directly correlated with the expectations of customers.

The table below compares the upfront cost for a landscape business to purchase two leaf blowers per crew in Illinois:

Conventional Use (Highly manicured lawn)		Transitional Use (Less formal aesthetic)		Ecological (Ecological aesthetic)	
Battery	Gas	Battery	Gas	Battery	Gas
\$11,225	\$1,125	\$7,825	\$1,125	\$4,350	\$1,125
Requires 6 backpack batteries (3 per tool)		Requires 4 backpack batteries (2 per tool)		Requires 2 backpack batteries (1 per tool)	

**The above figures do not include the additional cost for safe and adequate battery charging infrastructure, which can range from \$600 for a four plug system to \$1,400 for an eight plug system.*

The above figures are based on Stihl equipment as follows (pricing example is based on Conventional Use):

2 Tools (BGA 200 blower):	\$411.99 each
6 Backpack batteries (AR 3000L):	\$1,499.99 each
2 Fast chargers (AL500):	\$162.95 each
4 Standard chargers (AL300):	<u>\$99.99 each</u>
Total (w/ IL sales tax):	\$11,225 to outfit one landscape crew

Because it may not always be practical or effective to charge equipment on a worksite and thus a sufficient number of batteries must be on hand throughout the workday, as well as equipment to fully charge the tools overnight.

Per AGZA and Quiet Communities, aesthetic expectations appear to be the most important driver of investment required in battery electric equipment. Relaxing customer aesthetic expectations (through public education) and modifying landscape company practices can result in a more efficient ROI for battery electric equipment. So long as customers seek a highly manicured aesthetic, a substantial upfront investment in batteries and chargers is required, which is likely to be passed onto customers in the form of higher service prices.

Other Considerations

Exemptions

The Working Group reviewed exemptions to existing gas-powered leaf blower bans. These fall into two categories – those who use equipment in the scope of their jobs and those who use equipment to service their own properties.

Professional users:

- Municipal/government owned property
 - Some local Park Districts have expressed concern with their ability to provide service without the use of gas-powered leaf blowers
- Golf courses
- Landscape and tree care professionals
- Related trades such as gutter cleaning, driveway resurfacers, etc.
- Private land owners who use in-house landscape professionals (colleges, universities, conservation districts, public gardens, large estates, etc.)

Residential users:

- Homeowners conducting maintenance on their own property

The Working Group recommends that municipalities considering new or amended leaf blower regulations consult their maintenance staff, Park Districts (if applicable), School Districts, and other large landowners such as private golf courses to determine whether exemptions are appropriate or necessary.

Battery Charging, Recycling, and Safety

While battery-powered leaf blowers are preferable over gas-powered leaf blowers, there are environmental and safety concerns associated with large-scale adoption of battery-operated landscaping equipment. The Working Group recommends municipalities consider partnering with professional recycling firms to coordinate safe and proper disposal of lithium batteries. The Working Group has local resources available to municipalities interested in hosting lithium battery recycling programs.

While fires stemming from battery devices are rare, they have occurred, and Fire Departments and businesses should be familiar with lithium battery fire prevention and extinguishing lithium battery fires.

Financial Incentives

Under current market conditions, the upfront cost of battery-operated blowers compared to gas-powered equipment may create a disproportionate burden on low-income residents and small landscaping businesses. For this reason, buy-back programs and other financial incentives could become crucial strategies to advance the goal of phasing out gas-powered lawncare products.

Municipalities considering implementation of financial incentive programs may wish to consult with the American Green Zone Alliance who has experience developing and managing such programs across the country. The Working Group investigated rebate programs from varying governmental organizations across the country and recommends the following items for consideration in the development of financial incentive programs:

1) Funding mechanisms

- Regional rebate programs have used grant monies in the past to facilitate trade-in of similar types of lawncare equipment (such as the EPA grant for the Diesel Emissions Reductions Act, awarded to the Metropolitan Mayors Caucus in early 2000s to administer sub-grants to 12 Chicagoland municipalities)
- In the absence of regional grants, municipalities could allocate money to rebate programs in their jurisdiction or through regional partnerships

2) Eligible equipment

- A “best practice” observed from existing rebate programs requires evidence that new equipment meets the most recently updated EPA standards for allowable air and noise emissions levels
- Some existing programs partner with garden centers or hardware stores to provide vouchers to purchase alternative equipment at lower cost
- Equipment eligible for rebates can vary from leaf blowers only to various types of battery-powered lawn equipment such as lawnmowers, blowers, chainsaws, string trimmers, brush cutters, leaf vacuums, as well as accessories for alternative technology, such as additional batteries and chargers

3) Eligible rebate participants

- Consider preference to minority-owned businesses and/or low-income individuals to promote equitable adoption of alternative equipment. For example, a program run through Montgomery County, Maryland includes a statement that preference will be given to minority-owned businesses and/or low-income residents. In California, the South Coast Air Quality Management District provided funding for outreach and education of small minority-owned businesses, and for substantial subsidies (70% of retail price) to offset the upfront cost of commercial battery electric toolkits (tool plus 2 – 3 batteries and chargers per tool)
- While some programs are for residential equipment replacements only, others provide incentives to landscaping companies who are either based in the community or do business in the community

4) Retired equipment turn-in required

- A “best practice” is to require the retirement of gas-powered equipment with proof of destruction or by facilitating a turn-in program to ensure such equipment is not repurposed

Future Study & Analysis

Given the rapidly changing technology for leaf blowers, municipalities participating in this study should consider reconstituting the Working Group over time to review technology advancements and the impact such advancements may have on leaf blower regulations.

Appendices

Appendix A- Working Group Members

Appendix B- Public Education Materials

Appendix C- Purdue University Chart Regarding Decibel Ranges

Appendix D- Arup Report on Leaf Blower Noise dated July 16, 2018

Appendix E- US Environmental Protection Agency and Quiet Communities report on air pollution titled “National Emissions from Lawn and Garden Equipment”.

Appendix F- Municipal Research and Resources

Leaf Blower Regulations Regional Working Group

Members

1. Co-Chair Phil Kiraly, Glencoe Village Manager
2. Co-Chair Ghida Neukirch, Highland Park City Manager
3. Co-Chair Mike Braiman, Wilmette Village Manager
4. City of Highland Park, Councilmember Anthony Blumberg
5. City of Lake Forest, Superintendent of Parks and Forestry Chuck Myers
6. Deerfield Park District, Executive Director Jeff Nehila
7. Go Green Wilmette, Beth Drucker
8. Illinois Landscape Contractors Association, Executive Director Scott Grams
9. Mariani Landscape, Fred Wacker
10. Scopelliti Landscaping, Guy Scopelliti
11. Village of Deerfield, Justin Keenan, Assistant to the City Manager
12. Village of Glencoe, Hall Healy, Sustainability Task Force
13. Village of Glenview, Joe Kenney, Deputy Director of Public Works
14. Village of Kenilworth, Trustee Alison Winslow
15. Village of Lake Bluff, Sustainability and Community Enhancement Ad Hoc Committee Co-Chair Brian Render
16. Village of Lake Bluff, Village Administrator Drew Irvin
17. Village of Lincolnshire, Management Analyst Sam Barghi
18. Village of Northbrook, Trustee Heather Ross
19. Village of Northbrook, Sustainability Coordinator Tessa Murray
20. Village of Wilmette, Environmental & Energy Commissioner Karen Glennemeier
21. Village of Winnetka, Former Village Trustee and Go Green Winnetka Member King Poor
22. Village of Winnetka, Police Chief Marc Hornstein

Did you know?

There are so many good reasons to go electric, use a rake, or leave the leaves.



Variable area for Village seal



Gas-powered leaf blowers produce dangerous levels of noise and air pollution, harmful to users of the equipment, residents, children and wildlife.

All leaf blowers blast insects, habitat and soil at hurricane-force winds (up to 220 mph) affecting birds and beneficial insects like butterflies and pollinators. The use of leaf blowers eliminates essential habitat, harms soil health and leads to erosion and stormwater runoff.

Obey the law and be a good neighbor to all. Gas-powered leaf blowers are prohibited in this area from _____ (date) to _____ (date)

Please help get the word out to your lawn crew and any you see in your area. Violations can be reported to this non-emergency number: _____ (phone)

If you do use a leaf blower, consider using it less often and on a lower setting.





Gas-powered leaf blowers are
banned in _____ (township)
from _____ (date) to _____ (date)

villagewebsite.com



Did you know?

Leaf blowers are as loud
as a jet engine taking off.

Gas powered leaf blowers are banned
in _____ (township)
from _____ (date) to _____ (date)

villagewebsite.com



Leaf blowers are as loud
as a jet engine taking off.

villagewebsite.com



Did you know?

Using a gas-powered leaf
blower for 30 minutes equals
the emissions from driving
a Ford F-150 pickup from
Chicago to San Francisco
AND back¹

villagewebsite.com



Go electric, use a
rake, or leave the leaves.

villagewebsite.com



Leaf blowers subject
all insects to
hurricane-force winds.

villagewebsite.com



REMINDER

Gas-powered leaf blower ban

Gas-powered leaf blowers are prohibited from

**(date) to (date) in this area. Violators may be
subjected to fines. Please obey the law to limit noise and
air pollution.**

(Village Code info)

Variable area for
Village seal

AVISO IMPORTANTE

(need spanish translation)

**El uso de sopladores de hojas de gasolina está prohibido
en this area entre (date) to (date) . Aquel que
falte a esta ley será multado por la policía.**

NOTICE

Gas-Powered Leaf Blower Violation

**Gas-powered leaf blowers
are prohibited from**

(date) **to** (date)

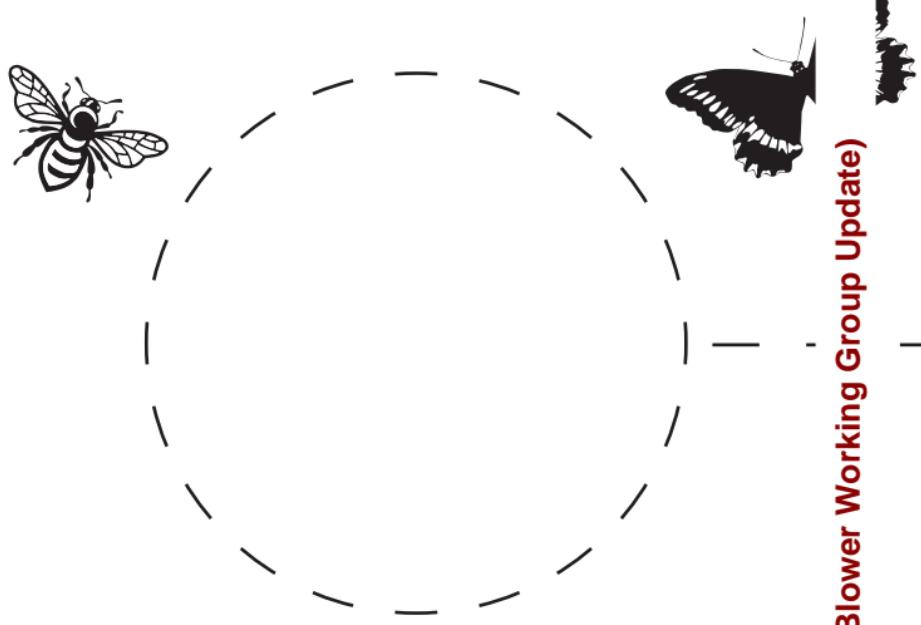
**in this area. Your lawn care
service has been observed
violating this ban at**

(address)

Violators may be ticketed and fined.

(Village or Police
Department logo)

Did you know?



Gas-powered leaf blowers produce dangerous level of noise and air pollution, harmful to users of the equipment, residents, children and wildlife.

All leaf blowers blast insects, habitat and soil at hurricane-force winds (up to 220 mph) affecting birds and beneficial insects like butterflies and pollinators.

The use of leaf blowers eliminates essential habitat, harms soil health and leads to erosion and stormwater runoff.

Did you know?



Gas-powered leaf blowers produce dangerous level of noise and air pollution, harmful to users of the equipment, residents, children and wildlife.

All leaf blowers blast insects, habitat and soil at hurricane-force winds (up to 220 mph) affecting birds and beneficial insects like butterflies and pollinators

The use of leaf blowers eliminates essential habitat, harms soil health and leads to erosion and stormwater runoff



(Variable copy area for sponsor info)

Obey the law and be a good neighbor. Electric
powered leaf blowers are prohibited from

(date)

to

(date)



Please help get the word out to any crews
in your area. Violations can be reported to
this non-emergency number:

(phone)

Variable area for Village or
Police Dept. logo

(Variable copy area for sponsor info)

NOTICE

Gas-Powered Leaf Blower Violation

**Gas-powered leaf blowers
are prohibited from**

(date) **to** (date)

**in this area. Your lawn care
service has been observed
violating this ban at**

(address)

Violators may be ticketed and fined.

(Village or Police
Department logo)

Noise Source	Decibel Level	Comment
Jet take-off (at 25 meters).	150	Eardrum rupture.
Aircraft carrier deck.	140	
Military jet aircraft take-off from aircraft carrier with afterburner at 50 feet (130 dB).	130	
Thunderclap; chain saw; Oxygen torch (121 dB).	120	Painful, 32 times as loud as 70 dB.
Steel mill; auto horn at 1 meter; turbo-fan aircraft at takeoff power at 200 feet (118 dB); riveting machine (110 dB); live rock music (108-114 dB).	110	Average human pain threshold; 16 times as loud as 70 dB.
Jet take-off (at 305 meters); use of outboard motor; power lawn mower; motorcycle; farm tractor; jackhammer; garbage truck; Boeing 707 or DC-8 aircraft at one nautical mile (6,080 feet) before landing (106 dB); jet flyover at 1,000 feet (103 dB); Bell J-2A helicopter at 100 feet (100 dB).	100	8 times as loud as 70 dB; serious damage possible in 8 hours exposure.
Boeing 737 or DC-9 aircraft at one nautical mile (6,080 feet) before landing (97 dB); power mower (96 dB); motorcycle at 25 feet (90 dB); newspaper press (97 dB).	90	4 times as loud as 70 dB; likely damage 8 hours exposure.
Garbage disposal; dishwasher; average factory; freight train (at 15 meters); car wash at 20 feet (90 dB); propeller plane flyover at 1,000 feet (88 dB); diesel truck 40 mph at 50 feet (84 dB); diesel train at 45 mph at 100 feet (83 dB); food blender (88 dB); milling machine (85 dB); garbage disposal (80 dB).	80	2 times as loud as 70 dB; possible damage in 8 hours exposure.
Passenger car at 65 mph at 25 feet (77 dB); freeway at 50 feet from pavement edge 10 a.m. (76 dB); living room music (76 dB); radio or TV-audio, vacuum cleaner (70 dB).	70	Arbitrary base of comparison; upper 70s are annoyingly loud to some people.
Conversation in restaurant or office; background music; air conditioning unit at 100 feet.	60	Half as loud as 70 dB; fairly quiet.
Quiet suburb; conversation at home; large electrical transformers at 100 feet.	50	One-fourth as loud as 70 dB.
Library; bird calls (44 dB); lowest limit of urban ambient sound.	40	One-eighth as loud as 70 dB.
Quiet rural area.	30	One-sixteenth as loud as 70 dB; very quiet.
Whisper, rustling leaves.	20	
Breathing.	10	Barely audible.

[modified from <http://www.wenet.net/~hpb/dblevels.html>] on 2/2000. SOURCES: Temple University Department of Civil/Environmental Engineering (<http://www.temple.edu/departments/CETP/environ10.html>), and *Federal Agency Review of Selected Airport Noise Analysis Issues*, Federal Interagency Committee on Noise (August 1992). Source of the information is attributed to *Outdoor Noise and the Metropolitan Environment*, M.C. Branch et al., Department of City Planning, City of Los Angeles, 1970.

Technical Note



1120 Connecticut Avenue NW
 Washington DC 20036
 United States of America
www.arup.com

Project title	Leaf Blower Noise	Job number
		261937-00
cc	D.C. Council's Committee of the Whole	File reference
Prepared by	Chris Pollock, PE, LEED AP, WELL Advisor Geoffrey Sparks	Date
		July 16, 2018
Subject	Bill No. B22.234, the Leaf Blower Regulation Amendment Act of 2017 - Written Statement by Arup	

1 Executive Summary

Arup tested 7 commonly used leaf blowers, 3 gas and 4 battery powered, to help answer the question of what makes which type have more noise impact. The following written statement summarizes the testing procedure, results, and oral testimony presented by Arup to the D.C. Council's Committee of the Whole on July 2, 2018.

In summary Arup's testing indicates:

- The sound characteristics of gas leaf blowers measured have a significantly greater low frequency sound component in comparison to battery leaf blowers measured
- The low frequency sound energy of the gas leaf blowers measured transmits more readily over longer distances making them more readily audible and of greater noise impact to the community
- The low frequency sound energy of gas leaf blowers measured transmits more easily through home windows and glass doors, meaning they sound louder indoors than the battery leaf blowers measured

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2 Sound Testing Methodology

2.1 Gas and Battery Leaf Blowers

The big question Arup was asked to help answer in this testing is what makes which type have a greater noise impact? This study did not investigate the noise level at the operator ears relative to exposure, but rather the impact on people and the community surrounding the leaf blowers as they are being used. Leaf blowers are often rated based on air flow rate, or the amount of air being pushed or blown per minute. The grouping of leaf blowers used aimed to capture commercial leaf blowers used in the industry, with a specific focus on commercially used similar flow rate units for both gas and battery powered blowers.

2.2 Testing

In order to answer the question above, a set of tests were designed to allow the capture of side by side noise levels for various leaf blower types. It was arranged for 7 commonly used blowers to be used, all were either new or in a well maintained working order with 3 being gas leaf blowers and 4 being battery leaf blowers.

Table 1: Leaf blowers used for testing

Manufacturer	Model	Power Source
Greenworks	GBB 700	Battery
Greenworks	GBB 600	Battery
Stihl	BGA 100	Battery
Ego	600 Chevron	Battery
Redmax	EBZ8500	Gas
Stihl	BR 700X	Gas
Echo	PB760LN	Gas

On the morning of June 17, 2018, in Lincoln, Massachusetts, the leaf blowers were set up in an open driveway entrance road, and parking lot of the Lincoln Department of Public works. This is a quiet location without close proximity to sound reflecting surfaces, where noise measurement locations were marked off at 5, 50, 100, 200 and 400 feet from the location where each of the 7 leaf blowers were operated. To simulate measurements at a greater distance we also measured at 800 feet, which was located across another street in an Audubon park.

Each blower was operated for at least 30 seconds for every measurement at full throttle and the nozzle at least 2 inches (50 mm) above the ground. At the 50 foot distance, measurements at 8 locations (at 45 degree increments) around each blower were measured as outlined in American National Standards Institute for Outdoor Power Equipment – Internal Combustion Engine-Powered Handheld and Backpack Blowers and Blower Vacuums – Safety Requirements and Performance Testing Procedures/OPEI B175.2-2012.

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Measurements were made with a calibrated type 1 sound level meter with a wind screen installed and mounted on a tripod at 5 feet (1.5 meters) above the ground. The sound level meter was a Brüel & Kjaer 2250, as is common for advanced sound measurements in the acoustics industry. This meter captures one-third octave band sound levels in real time, and provides statistical time based averaging for L₉₀, L_{EQ}, L₁₀ and other filtered results to best ensure that extraneous noise from the community was not a significant impact on the results. The L₉₀ measurements are used for purposes of discussion and review as that metric captures the steady state noise level of the leaf blower in use while also filtering out other extraneous site noise events including intermittent traffic. This is a conservative approach in reviewing the data and a method that is widely accepted within the acoustic consulting industry. Other metrics that are commonly used including the L_{EQ} and L₅₀, will indicate higher noise values than the data presented here as L₉₀ values. See the Appendix at the end of this note for definitions of L_{EQ}, L₅₀, and L₉₀.

Sound levels are variations in sound pressure. The decibel scale (dB) is the commonly used metric for sound pressure levels, which is a log scale because the number value of sound pressure varies very widely. For the purposes of the data analysis, dB levels of 20-30 are a quiet bedroom or whisper, dB levels in the 40-60 range are a normal conversation, dB levels above 70 are a loud voice or busy street traffic, and sound levels above 80-90 dB would be loud music. Human hearing filters sound in a specific way, meaning that we are very attuned to voice frequencies and less attuned to low frequency sounds. For this reason, we often use an 'A' weighting scale, as a single number for the perceived overall loudness of a sound. These values are shown as dB(A) sound pressure levels.

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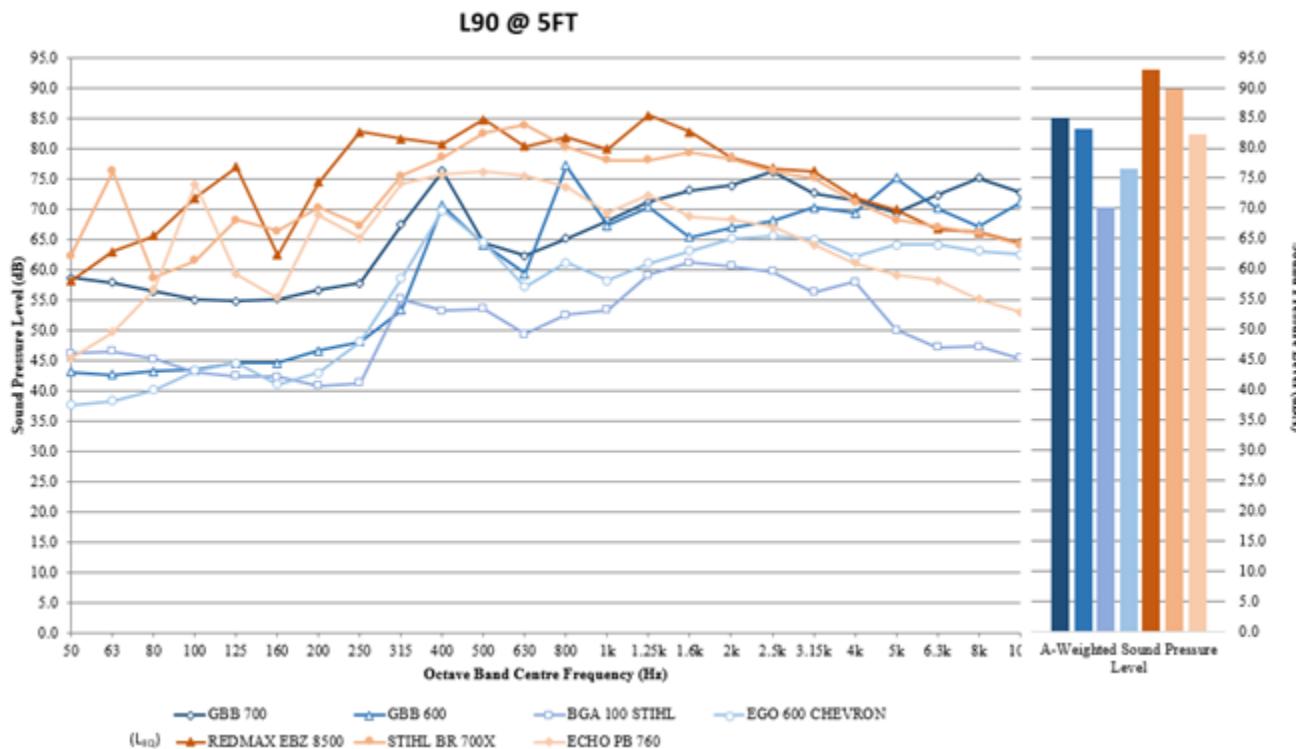
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3 Results

3.1 Graphs

The following graphs summarize the measured data of the 7 leaf blowers. Battery powered leaf blowers are shaded in blue and gas-powered leaf blowers are shaded in orange. The horizontal axis of the chart shows frequency, with the left side being very low frequency 'rumble' sounds, and the right side being high frequency 'hissing' sounds. The vertical axis shows increasing sound pressure level as you go up the chart. Most outdoor measurements of noise, in locations with any distant traffic will have more low frequency than high frequency noise, and the ambient sound in this case of this character also.

Figure 1: Sound Pressure Levels measured at 5 feet



Note: the L_{EQ} reading was used for the Redmax EBZ 8500 due to an elongated measurement period with the blower idling which influence the L₉₀ result.

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Figure 2: Sound Pressure Levels measured at 50 feet

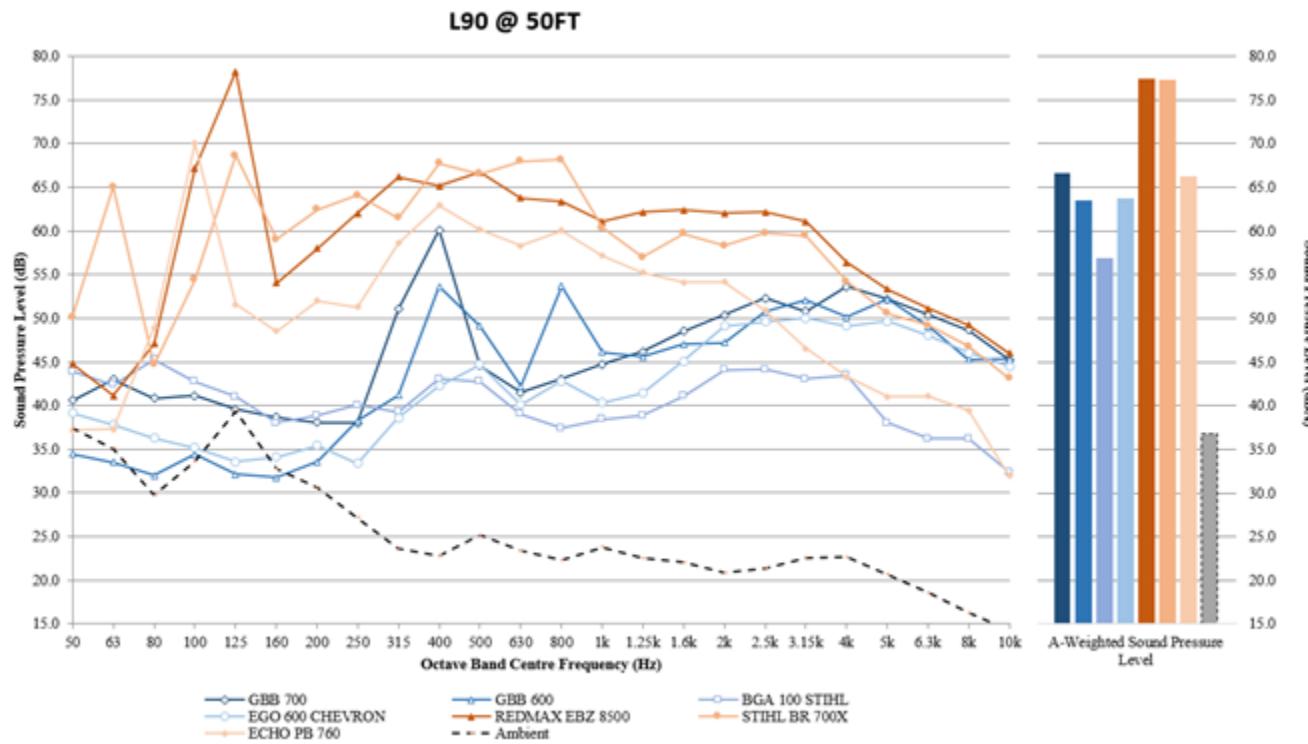
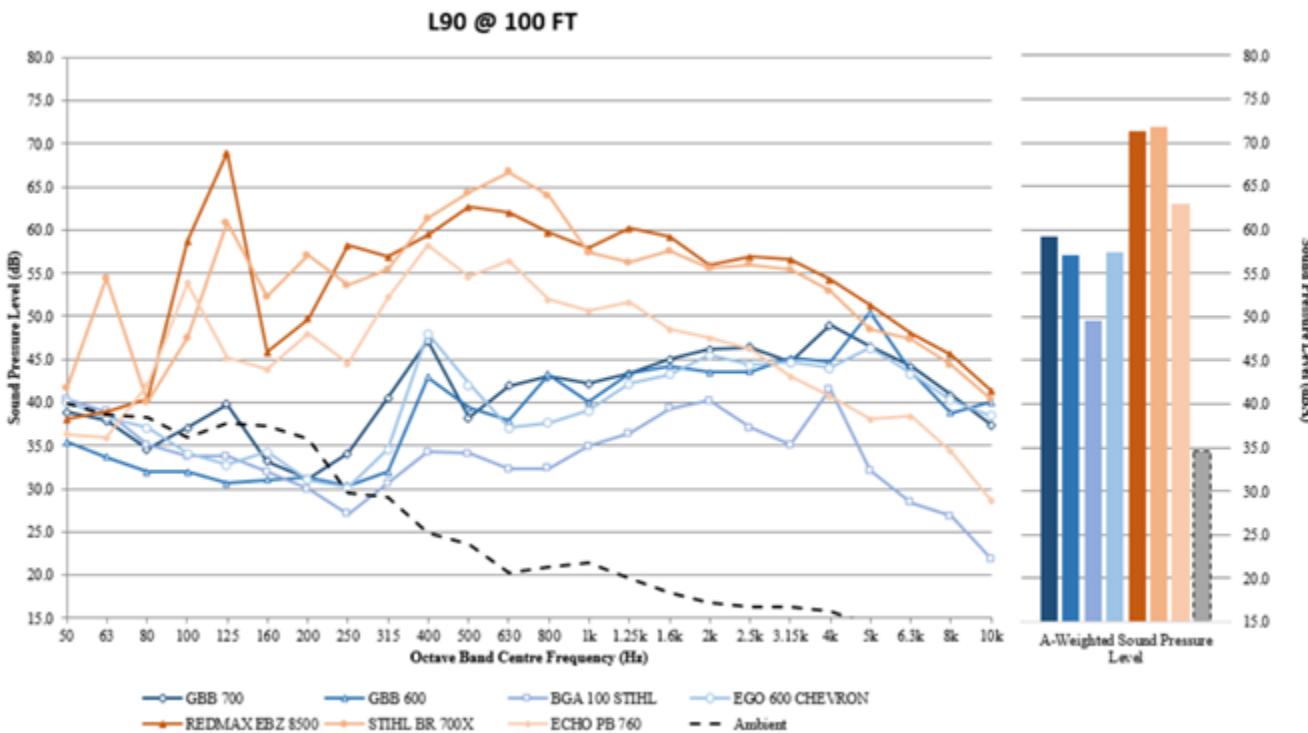


Figure 3: Sound Pressure Levels measured at 100 feet



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Figure 4: Sound Pressure Levels measured at 200 feet

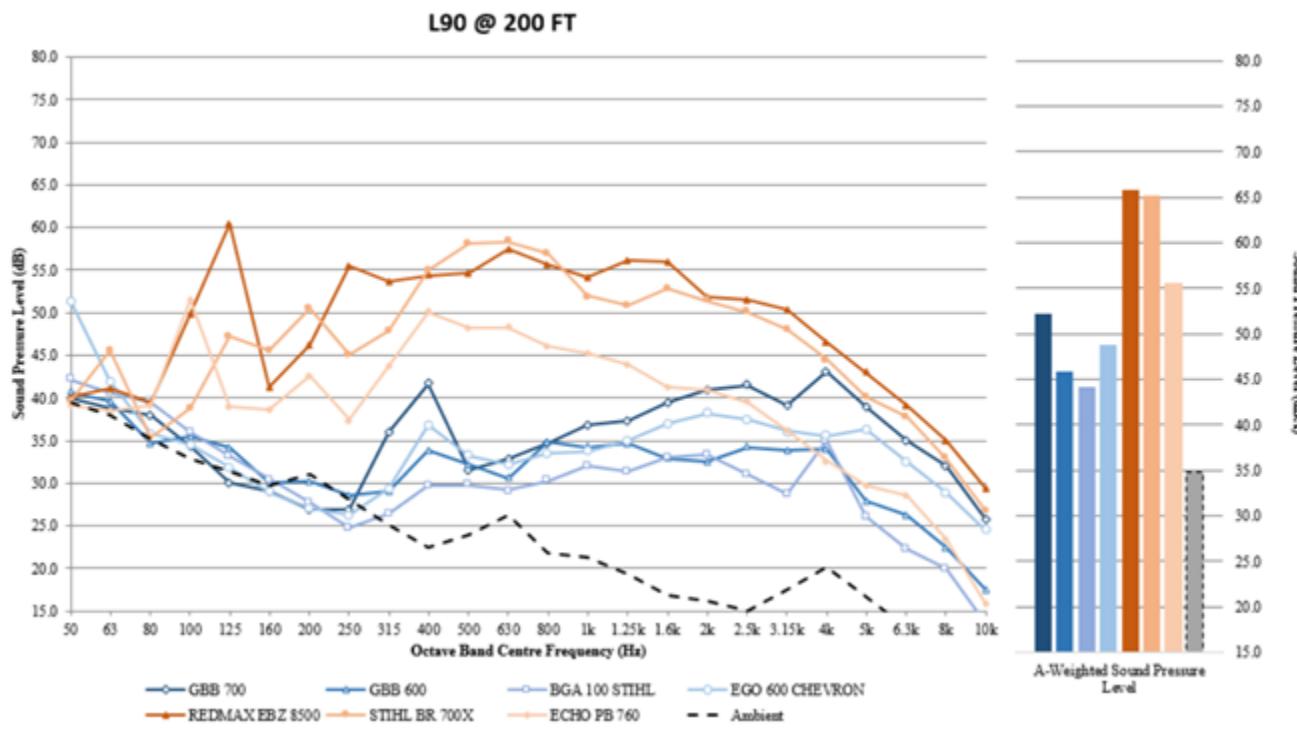
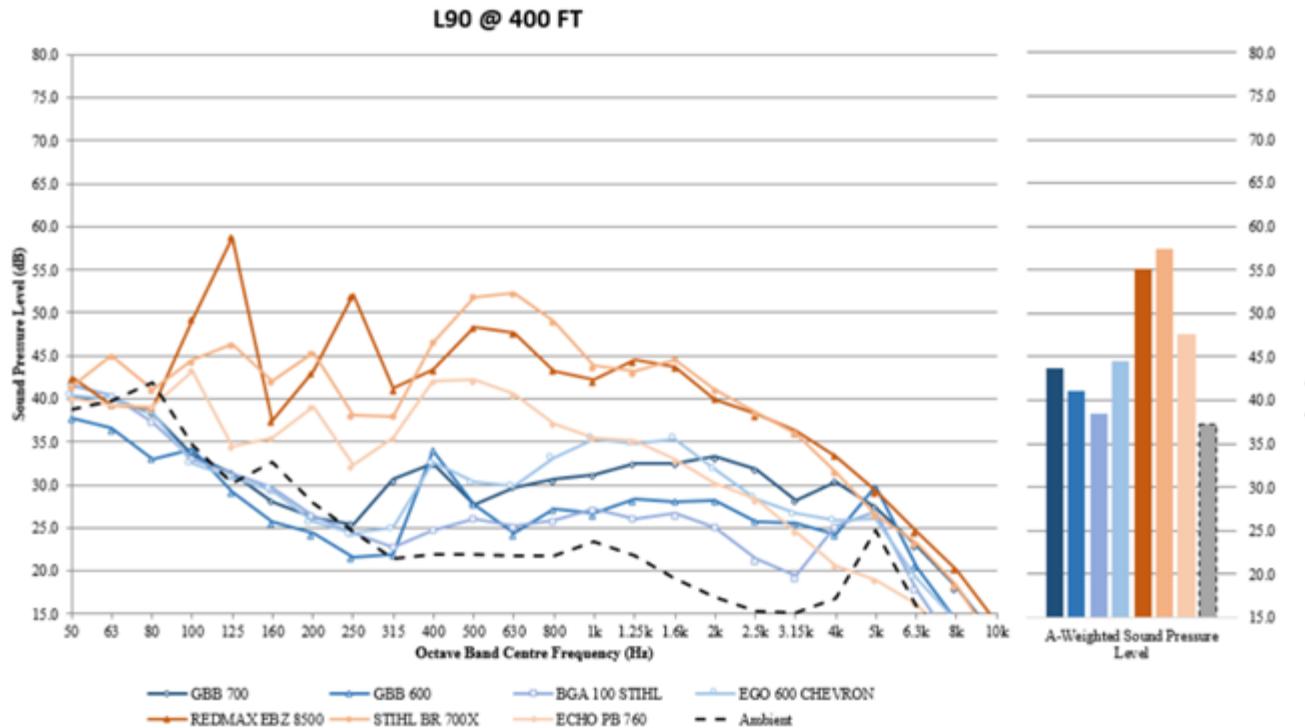


Figure 5: Sound Pressure Levels measured at 400 feet



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Figure 6: Sound Pressure Levels measured at 800 feet

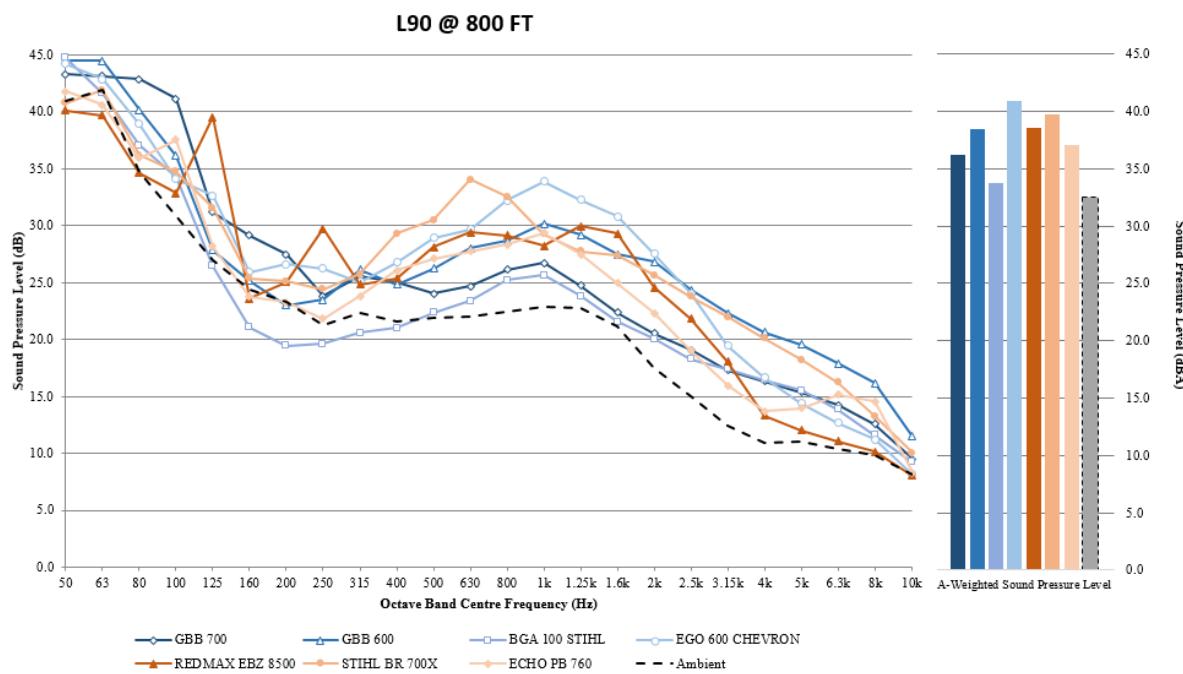
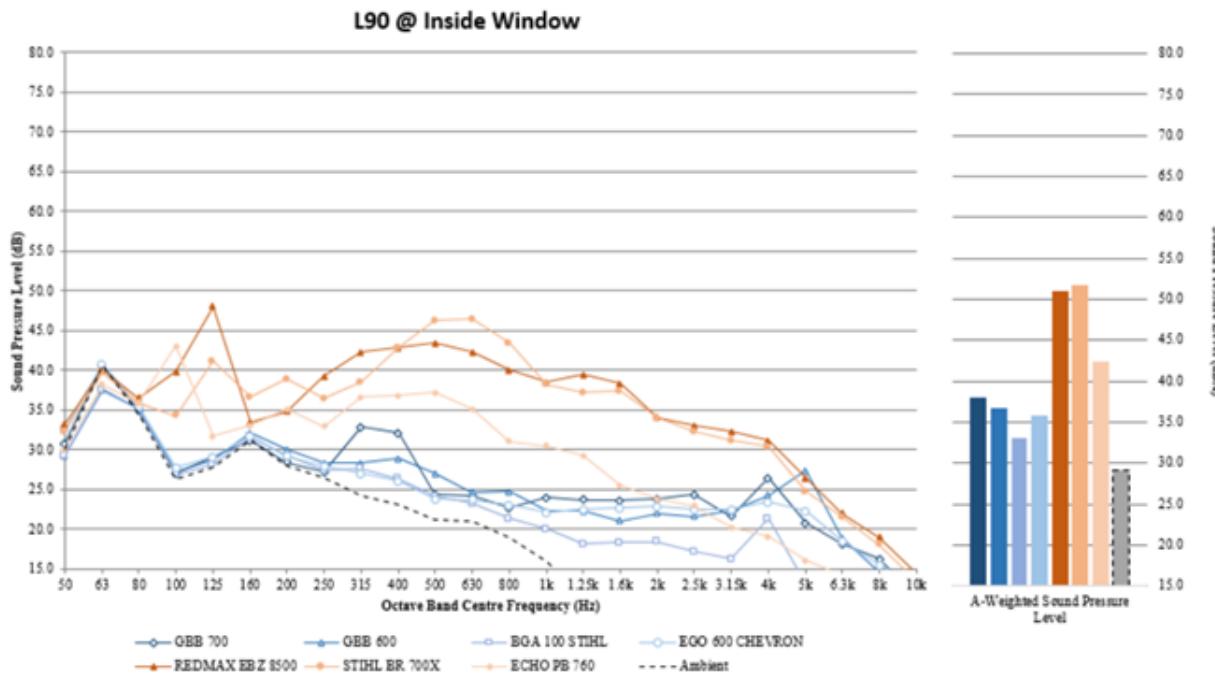


Figure 7: Sound Pressure Level measured inside a residence with leaf blowers 50 feet from the window



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3.2 Discussion

From the measured data graphed above, it is observed clearly that the group of gas leaf blowers (shaded in orange) all exhibit a much higher level of sound energy in the low frequency bands at all distances. In a number of cases, this engine noise is a peak at 100 to 125 Hz. This low frequency energy is quite distinctly different for the gas leaf blowers than the battery powered leaf blowers.

Audibility over larger distances: The chart above shows that at only the peaks of low frequency engine sound were prominently above the ambient noise measured. Based on the experience of measuring sound, Arup witnessed that the three gas powered leaf blowers at an 800 foot distance were audible, two being clearly audible and the third being noticeable, while all of the battery powered leaf blowers were not distinguishable above the ambient community sound levels at that distance. Since these peaks on the chart do not occur with the battery powered leaf blowers it can be concluded that this is the character of the sound that travels over greater distances and is more audible throughout a community.

Audibility within Houses: One of the challenges with low frequency noise is that it requires heavy construction or materials to stop the sound transmitting. This is very clear when it comes to windows and glass doors in houses. The heavy drywall or brick walls of a house may do a very good job at blocking noise from outside, but any low frequency sound transmits easily through the lighter weight windows. This is a common issue with the drone of road traffic or aircraft overhead, and a number of states and federal programs provide funding to upgrade housing in impacted areas. With leaf blowers, the low frequency components of the gas leaf blowers are what is most easily transmitted, and this is clearly seen in Figure 7 at 100-125 Hz as well as in the air ‘whooshing’ frequencies up to around 500 Hz which also transmits into the house very easily. These sound levels of gas powered leaf blowers as measured inside the house, are significantly above those of the battery powered leaf blowers.

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4 Audio Demonstrations

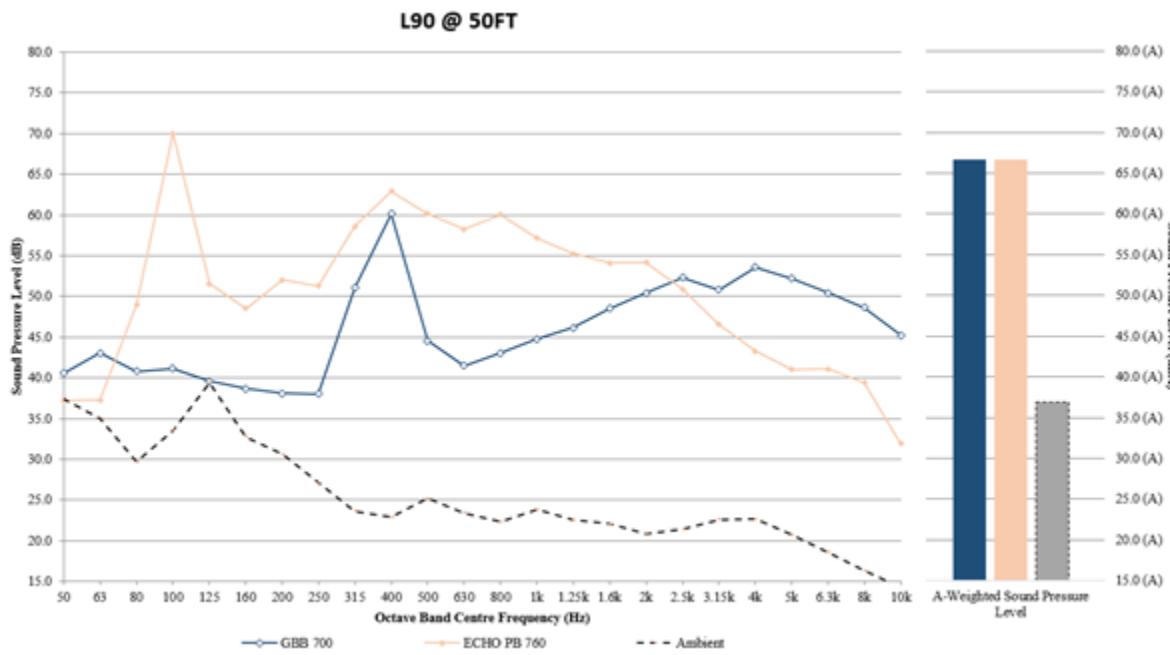
During the oral testimony of Chris Pollock on July 2, 2018, calibrated audio demonstrations of gas and battery powered leaf blowers were presented. It is important to note that the audio was played to replicate the level of the sound at the listening positions of Chairman Mendelson and Councilmember Cheh. The demonstrations were audible to members of the audience in the room and on the internet; however, the experience and levels perceived by the audience was not calibrated for their listening position.

The following three scenarios were experienced by Chairman Mendelson and Councilmember Cheh:

4.1 Demonstration 1

The first sample was a comparison of a gas and a battery blower with the same dB(A) from the manufacturers standardized testing. The important comparison is that while the overall loudness may be the same, the acoustic qualities of each and the character of the sound are totally different – the gas leaf blower generating much more low frequency noise.

Figure 8: Audio demonstration 1 – equivalent gas and battery leaf blowers at 50 feet



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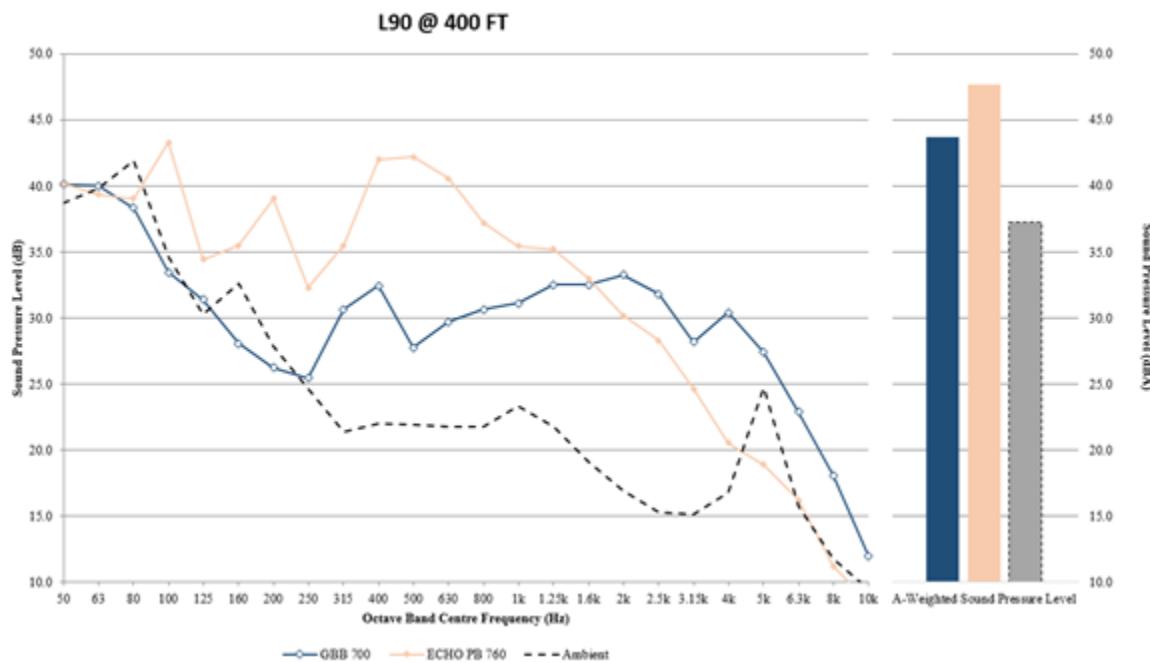
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4.2 Demonstration 2

The second demonstration presented in the proceedings was relative to the same two equally noise rated blowers, one gas (Echo PB 760) and one battery (Greenworks GBB 700) at 50 feet. This demonstration indicates that while rated the same overall noise level at 50 feet, the same gas blower has a significantly greater noise impact at 400 feet because the low frequency content of its noise transmits more easily over the 400 foot distance. This demonstration indicates what the community hears around operating blowers, highlighting that the low frequency components of the gas engines is part of the increased impact of gas blowers.

Figure 9: Audio demonstration 2 – equivalent gas and battery leaf blowers at 400 feet



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4.3 Demonstration 3

Our third and final demonstration is three leaf blowers as measured inside an adjacent house (Greenworks GBB 700, Echo PB 760 and the Redmax EBZ 8500), with the leaf blowers operating at 50 feet from the windows, behind a typical insulated glass window. The audio results indicated that the two gas leaf blowers, the two orange lines in the graph below, were significantly above the battery blower in almost all frequency bands.

Figure 10: Audio demonstration 3 – gas and battery leaf blowers inside a house



5 Conclusions

Based on our measurements we conclude the following key points from our review of the results:

- The gas powered leaf blowers tested all generated more low frequency noise than the battery powered leaf blowers tested
- The low frequency noise of the gas leaf blowers transmitted over greater distances and was more readily audible over the longer 400 and 800 foot measurement distances
- The low frequency noise of the gas leaf blowers transmitted into a residential house more easily and were louder inside than the battery leaf blowers tested

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6 Technical Glossary

L_{10} - The level of sound in deciBels that, for a given time period of interest, is exceeded 10 % of the time.

LEQ - The equivalent continuous sound level. The preferred method to describe sound levels that vary over time, resulting in a single deciBel value which takes into account the total sound energy over the period of time of interest.

L_{50} - The level of sound in deciBels that, for a given time period of interest, is exceeded 50 % of the time.

L_{90} - The level of sound in deciBels that, for a given time period of interest, is exceeded 90 % of the time.

7 About Chris Pollock, PE

Chris Pollock, PE is an acoustical consultant with Arup with 20 years of experience measuring noise and designing buildings and spaces for acoustics on projects in the USA and around the world. He has an Honors degree in Mechanical Engineering from the University of Canterbury and is a Professional Engineer in the Commonwealth of Virginia. Chris has been published in articles in the field of acoustics in Architectural Record, contributed to the Architectural Graphic Standards and has been interviewed by various media outlets regarding acoustics and noise and serve on a number of panels and committee on topics related to acoustics and noise.

End of Written Statement

National Emissions from Lawn and Garden Equipment

Jamie L Banks, PhD, MS*

Quiet Communities, Inc., PO Box 533, Lincoln, MA 01773

Robert McConnell, Environmental Engineer

US Environmental Protection Agency, Region 1, 5 Post Office Square, Boston, MA 02109

Abstract

Background: The contribution of gasoline-powered lawn and garden equipment (GLGE) to air pollutant emissions in the United States has not been extensively studied. Goal: Our goal is to provide annual US and state-level emissions estimates of volatile organic compounds (VOC); criteria pollutants (carbon monoxide [CO], nitrogen oxides [NOx], particulate matter [PM] <10 microns, including PM < 2.5 microns [PM 10, PM2.5]; and carbon dioxide (CO₂) from GLGE, with a focus on 2-stroke engines.

Methods: Pollutant emissions data were extracted from the Environmental Protection Agency's (EPA) 2011 and 2018 modeling platform (version 6), for GLGE (Source Code Classifications 2260004021–2265004071), and equipment population data were obtained from the EPA's nonroad model. Data were sorted by equipment type and characteristics. Aggregate and equipment-specific emissions were calculated and compared with emissions from all gasoline-fueled nonroad equipment. Results are presented as descriptive statistics. Results: In 2011, approximately 26.7 million tons of pollutants were emitted by GLGE (VOC=461,800; CO=5,793,200; NOx=68,500, PM10=20,700; CO₂=20,382,400), accounting for 24%–45% of all nonroad gasoline emissions. Gasoline-powered landscape maintenance equipment (GLME; leaf blowers/vacuums, and trimmers, edgers, brush cutters) accounted for 43% of VOCs and around 50% of fine PM. Two-stroke engines were responsible for the vast majority of fine PM from GLME. State data (California, New York, Texas, Illinois, and Florida), 2018 projections, and additional comparisons are presented. Methodological issues are discussed.

Conclusions: GLGE accounts for a major portion of US nonroad gasoline emissions. Two-stroke engines are an important source of VOCs and criteria pollutants.

*Corresponding Author: jamie@quietcommunities.org

INTRODUCTION

Gasoline-powered lawn and garden equipment (GLGE) ranging from string trimmers to stump grinders and tractors is a source of high levels of localized emissions that includes hazardous air pollutants, criteria pollutants, and carbon dioxide (CO₂).¹⁻⁴ Workers using commercial equipment are exposed when they are close to the emitting sources several hours each day, several days a week in seasons of use. Other members of the public, including children, may also be exposed to high levels of emissions from commercial landscape maintenance equipment (GLME) such as leaf blowers, trimmers, and mowers, used routinely around residential neighborhoods, schools, parks, and other public spaces. The commercial landscape maintenance industry has experienced strong growth over the last 15 years and depends largely on gasoline-powered equipment for most tasks once performed manually. These factors are raising concerns about the health impacts of GLGE emissions on workers and the public.

Extensive evidence exists on the adverse health effects of exhaust emissions and other fine particulates which include cardiovascular disease, stroke, respiratory disease, cancer, neurological conditions, premature death, and effects on prenatal development.⁵⁻¹³ Short term and long term exposures are implicated. However, GLGE as a source of these emissions has received little attention. Understanding the characteristics of GLGE and GLME emissions can help estimate potential health impacts of these close-to-the-source emissions.

The goal of this study was to characterize annual emissions from GLGE at the national level and in selected states and to estimate the contribution of GLME to those emissions. Special attention is paid to 2-stroke GLME engines. The emissions contributions from the four of the five most populated states are derived from the NEI, and for California, from the emissions inventory of the California Air Resources Board (CARB).

METHODS

Study Design

The GLGE emissions analyzed are total volatile organic compounds (VOC) and individual VOCs (benzene, 1,3 butadiene, acetaldehyde, formaldehyde); criteria pollutants (carbon monoxide [CO], nitrogen oxides [NO_x], particulate matter [PM] <10 microns, including PM < 2.5 microns [PM 10, PM2.5]); and carbon dioxide (CO₂). Equipment pollutant data were extracted from SCC summary reports from the EPA's 2011 and 2018 modeling platform (version 6), and equipment population data were obtained from the Nonroad model. GLGE included the equipment in **TABLE 1** and identified by Source Code Classifications 2260004021–2265004071. The GLME subset is defined as leaf blowers/vacuums; trimmers/edgers/brush cutters; and mowers. Groupings of equipment, eg, leaf blowers/vacuums, were predefined by the NEI.

“All Emissions” are defined as all emissions from stationary and mobile sources, excluding biogenic and naturally occurring emissions. “All Nonroad Emissions” are defined as all emissions from the equipment types accounted for within the Nonroad model; note that this does not include emissions from commercial marine, rail, and aircraft sources. “Gasoline Nonroad Emissions” are defined as emissions from gasoline fueled equipment accounted for within the Nonroad model. National emissions were analyzed by type of equipment and engine configuration as shown in **TABLE 1**. All results are presented as descriptive statistics.

Table 1. Categorization scheme for analysis of GLGE emissions

Type of Equipment	Engine Configuration
GLME	
Leaf Blowers/Vacuums	2 stroke, 4 stroke
Trimmers/Edgers/Cutters	2 stroke, 4 stroke
Mowers	4 stroke
Other GLGE	
Chain Saws	2 stroke, 4 stroke
Rotary Tillers	2 stroke, 4 stroke
Snowblowers	2 stroke, 4 stroke
Turf Equipment	2 stroke, 4 stroke
Chippers/stump grinders	4 stroke
Tractors	4 stroke
Shredders	4 stroke
Other	4 stroke

Analyses

All analyses except for the 2018 projections represent 2011 estimates.

Equipment Populations

The national populations of all types of GLGE were obtained from the Nonroad model. The contribution of each type to the whole population was determined.

Contributions of All Nonroad and GLGE Sources

All Nonroad Emissions were compared to All Emissions. GLGE emissions were then calculated and compared with All Nonroad Emissions and All Emissions.

Contribution of Landscape Maintenance Equipment to GLGE Emissions

GLME emissions and their contribution to GLGE and All Nonroad Emissions were analyzed. Additional analyses were conducted to examine the relative contributions of 2-stroke GLME engine emissions.

Projected Growth of GLGE Emissions: 2011–2018

GLGE emissions projected for 2018 were obtained from the EPA's 2018 modeling platform, version 6, and compared with 2011 emissions.

GLGE Emissions in the Five Largest States

State level emissions data from the five most populated states (US Census) – California, Florida, Illinois, New York, and Texas – were extracted and analyzed. Estimates of GLGE emissions for Florida, Illinois, New York, and Texas were based on 2011 data from the EPA's 2011 modeling platform, version 6. Estimates of GLGE emission for California were based on data from the CARB's OFFROAD2007 Model and estimated for 2012. No adjustments were made for potential differences in annual emissions between 2011 and 2012 California data. The program structure of the OFFROAD2007 Model provides a general overview of the methodology used to estimate emissions from off-road sources (http://www.arb.ca.gov/msei/offroad/pubs/offroad_overview.pdf).

Each state's contribution to national GLGE Emissions was calculated and compared with its contributions to the US landscape maintenance labor force and the US population. Labor force statistics were sourced from the Bureau of Labor Statistics, May 2013 reports (www.bls.oes) and population data from the 2011 US Census.

Nonroad Air Emissions Model

EPA developed a nonroad air emissions model in the 1990s to provide estimates of emissions from most types of nonroad equipment, including construction equipment, recreational marine vessels, and lawn and garden equipment (LGE). The model is referred to simply as the “Nonroad” model, and it has been updated a number of times since its creation. Documentation for the model exists as a number of technical reports available on EPA’s website (<http://www.epa.gov/otaq/nonrdmdl.htm>). Total emissions are determined by summing the exhaust and evaporative emission components.^{14, 15} The preponderance of emissions from Nonroad equipment occurs as exhaust emissions due to the combustion of fuel. The methodologies for determining exhaust emissions are summarized below.

Exhaust Emissions from Nonroad Engines

The Nonroad model uses the following equation to calculate exhaust emissions from nonroad engines (ref: Median):

$$\text{Emissions} = (\text{Pop}) \times (\text{Power}) \times (\text{LF}) \times (\text{A}) \times (\text{EF})$$

Where Pop = Engine population

Power = Average Power (hp)

LF = Load factor (fraction of available power)

A = Activity (hrs/yr)

EF = Emission factor (g/hp-hr)

The derivation of the default model data for each factor from the above equation is discussed below.

a. Equipment populations and average power (horsepower)

The technical report titled “Nonroad Engine Population Estimates”¹⁶ indicates that equipment population data for most types of equipment were obtained from Power Systems Research, an independent marketing research firm, although in some instances other data source were used. Of interest for this analysis, for many LGE categories EPA used sales data obtained from equipment manufacturers during the development of its Phase 1 emission standards for small (less than 25 hp) gasoline fueled nonroad engines. This was done for the following LGE categories: lawn mowers, trimmers/edgers/brush cutters, leaf blowers/vacuums, and chainsaws. The report notes that an equipment population base year of either 1996 or 1998 was used for the LGE types.

Once estimates of equipment populations were derived, information obtained by the state of California was used to divide the equipment between the residential and commercial sectors. This step was needed because of the large difference in usage patterns between these two sectors. **TABLE 2** below contains an extract of data from Table 3 of the Nonroad Engine Population report mentioned above, and illustrates how the split between residential and commercial equipment was apportioned for a number of LGE types.

Table 2. Percentage split between residential and commercial equipment

SCC code	Application	Horsepower categories	Residential (% of equipment population)	Commercial (% of equipment population)
22xx004010	Lawn mowers	All	96.3	3.7
22xx004011				
22xx004025	Trimmers/edgers/cutters	0-1 hp	100	0
22xx004026		1-3 hp	85.3	14.7
		> 3 hp	0	100
22xx004020	Chainsaws	0-1 hp	100	0
22xx004021		1-3 hp	97.0	3
		> 3 hp	0	100
22xx004030	Leaf blowers/vacuums	0-1 hp	100	0
22xx004031		1-3 hp	92.5	7.5
		> 3 hp	0	100

i. Geographic allocation of residential LGE Populations (except snowblowers)

The Nonroad model uses US Census data on one and two unit housing to allocate national equipment populations to the county level. The population documentation report mentioned above notes that other variables are likely to also affect the distribution of LGE population, such as average yard size. However, no consistent, reliable data surrogates could be found to apportion the national level equipment populations based on these alternative factors, and so the model relies solely upon US Census data on one and two unit housing to allocate national LGE population data to the county level.

ii. Geographic allocation of commercial L&G Equipment Populations (except snowblowers)

The Nonroad model uses the number of employees in the landscaping services industry to disaggregate national level LGE population data to the county level. This was accomplished using data from the North American Industry Classification System (NAICS); specifically, for NAICS code 561730, landscaping services.

iii. Equipment population projections

The Nonroad model enables the user to obtain estimates of emissions for years other than the base year used for equipment populations. This is accomplished by the development of processes to handle the growth in equipment populations due to the purchase of new equipment as years pass, and adjustments made to account for the scrappage of old equipment. The reader is referred to the EPA technical reports “Nonroad Engine Growth Estimates,”¹⁷ and “Calculation of Age Distributions in the Nonroad Model – Growth and Scrappage”¹⁸ for further information on these topics. Both of these reports are available on the EPA website (<http://www.epa.gov/otaq/nonrdmdl.htm>).

b. Activity levels and load factors.

Equipment populations and horsepower levels alone are not sufficient for determining emissions from nonroad equipment; assumptions about frequency and patterns of use must also be made. The EPA report, “Median Life, Annual Activity, and Load Factor Values for Nonroad Engine Emissions Modeling”¹⁹ describes how the Nonroad model assigns default activity levels, in hours per year, and

load factors in performing its calculations. Load factors are needed to account for the fact that equipment is not typically used at full power 100% of the time; load factors reflect that and are presented in terms of average percent of full power for the equipment as it is used. The activity levels and load factors for small (< or = to 25 hp) spark-ignition engines for many LGE types was taken from data supplied to EPA during the comment period for the regulation of these engines. **TABLE 3** below contains an extract of the default activity data, in annual hours of equipment use, and load factor data, expressed as fraction of full power, taken from Table 6 of the above mentioned report.

Table 3. Example default activity levels and load factors for LGE

Equipment type	Use	Activity level (Annual hours)	Load factor (fraction of full power)
Lawn mowers	Residential	25	0.33
	Commercial	406	0.33
Trimmers/Edgers/Cutters	Residential	9	0.91
	Commercial	137	0.91
Leaf blowers\Vacuums	Residential	10	0.94
	Commercial	282	0.94
Chainsaws	Residential	13	0.70
	Commercial	303	0.70

c. Emission factors

EPA's documentation for the source of the emission factors used within the Nonroad model are contained in the following two reports: "Exhaust and Crankcase Emission Factors for Nonroad Engine Modeling: Compression-Ignition"²⁰ and "Exhaust Emission Factors for Nonroad Engine Modeling: Spark-Ignition."²¹ Information pertaining to LGE contained in the latter report is discussed below.

Emission factors for spark-ignition engines rated at less than 25 hp were segregated into 5 engine classes based on primary use of the engine (handheld vs. non-handheld), and engine size according to engine displacement. Beginning in 1997, engines designed for both handheld and non-handheld applications became subject to several phases of regulation geared towards reducing fuel consumption (expressed in terms of brake-specific fuel consumption [BSFC]) and producing fewer air emissions in the combustion process. **TABLE 4** below contains an extract of information from Table 1 of the Exhaust Emissions 2010 report, and shows the impact of EPA's regulation on one such class of engines: small, hand-held, gasoline fueled two-stroke engines.

Table 4: Impact of regulation on small*, hand-held, gasoline fueled two stroke engines

Engine Tech Type	HC (g/hp-hr)	CO (g/hp-hr)	NOx (g/hp-hr)	PM (g/hp-hr)	BSFC (lb/hp-hr)
Baseline	261.00	718.87	0.97	7.7	1.365
Phase 1	219.99	480.31	0.78	7.7	1.184
Phase 2 (with catalyst)	26.87	141.69	1.49	7.7	0.822

BSFC: Brake-specific fuel consumption; CO: carbon monoxide; HC: hydrocarbon; NOx: nitrogen oxides; PM: particulate matter

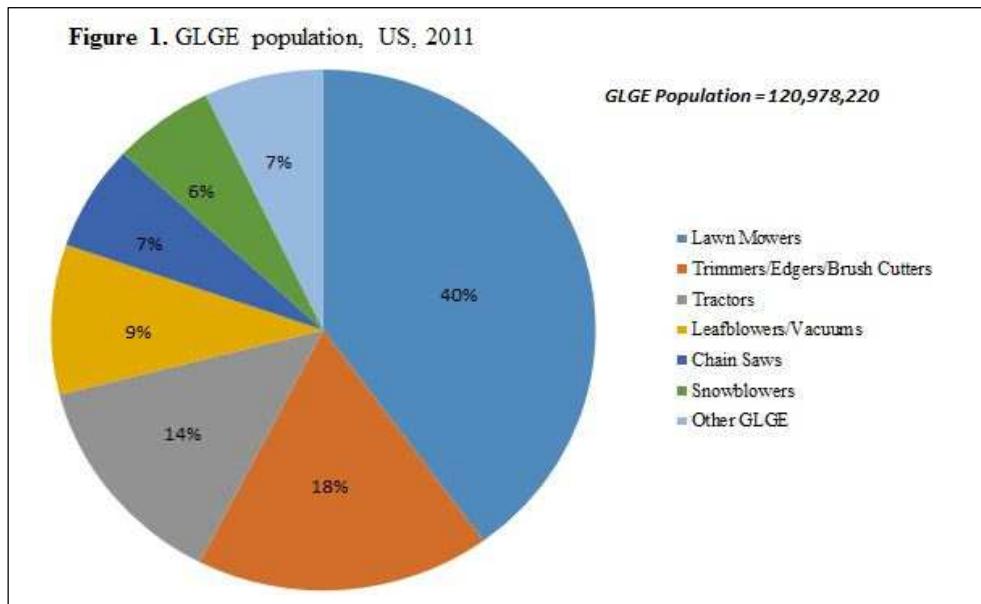
* These emission factors are for engines sized from 0 to 1 hp.

Other factors also influence the combustion related exhaust emissions from nonroad engines, such as fuel type, ambient temperature, and deterioration of equipment with age and use. The reader is referred to the EPA web-site (<http://www.epa.gov/otaq/nonrdmdl.htm>) for additional information on these topics.

RESULTS

Equipment Populations

Approximately 121 million pieces of GLGE are estimated to be in use in the United States (**FIGURE 1**). GLME accounts for two-thirds of all GLGE of which lawn mowers are the most numerous, followed by trimmers/edgers/ brush cutters, and then leaf blowers/vacuums. Projections from 2011 indicate a 13% increase across all equipment types after the combined effect of new equipment purchases and scrappage of old equipment are evaluated, resulting in an estimated 136 million pieces of GLGE in use by 2018.



Contribution of Nonroad Emissions to All Emissions

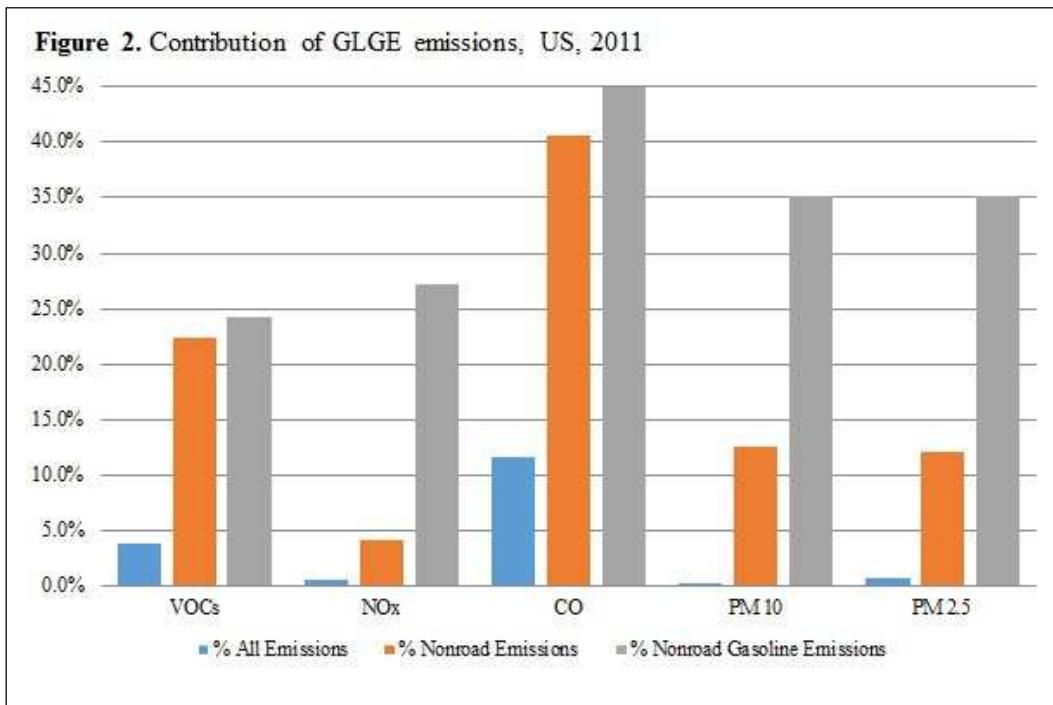
All Nonroad sources account for approximately 242 million tons of pollutants each year, accounting for 17% of all VOC emissions, 12% of NOx emissions, 29% of CO emissions, 4% of CO2 emissions, 2% of PM10 emissions, and 5% of PM2.5 emissions.

All Nonroad Emissions account for a substantial percentage of All Emissions of benzene (25%), 1,3 butadiene (22%), CO (29%), PM10 (2%), and PM2.5 (5%). Because of the relatively small contribution of GLGE CO2 to All Emissions (0.3%), it is not further considered in this report.

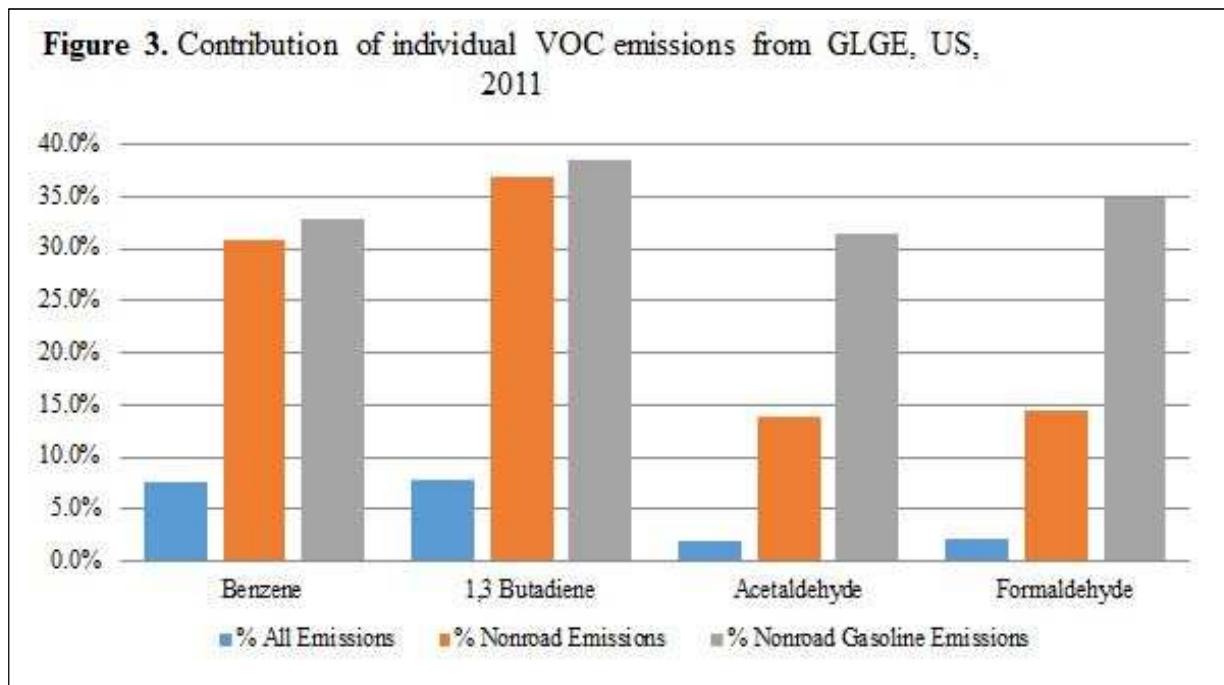
Contribution of GLGE to All Emissions and Nonroad Emissions

GLGE emitted approximately 6.3 million tons of VOCs (461,800) and criteria pollutants (CO=5,793,200; NOx=68,500, PM10=20,700 [19,000 of which is PM2.5]), and 20.4 million tons of CO2 in 2011. GLGE represented nearly 4% of All Emissions of VOCs and 12% of All Emissions of CO

(FIGURE 2). GLGE fine PM emissions constitute a fraction of a percent of All Emissions of fine PM, but is a major Nonroad source, accounting for nearly 13% of All Nonroad Emissions of fine PM and more than one-third of Gasoline Nonroad Emissions of fine PM.

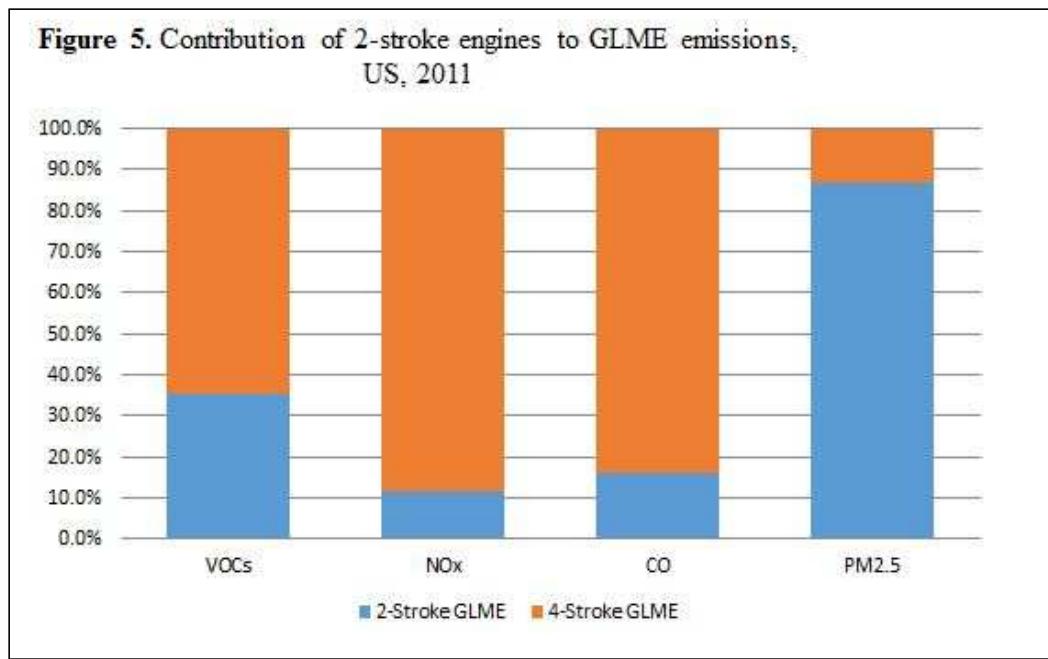
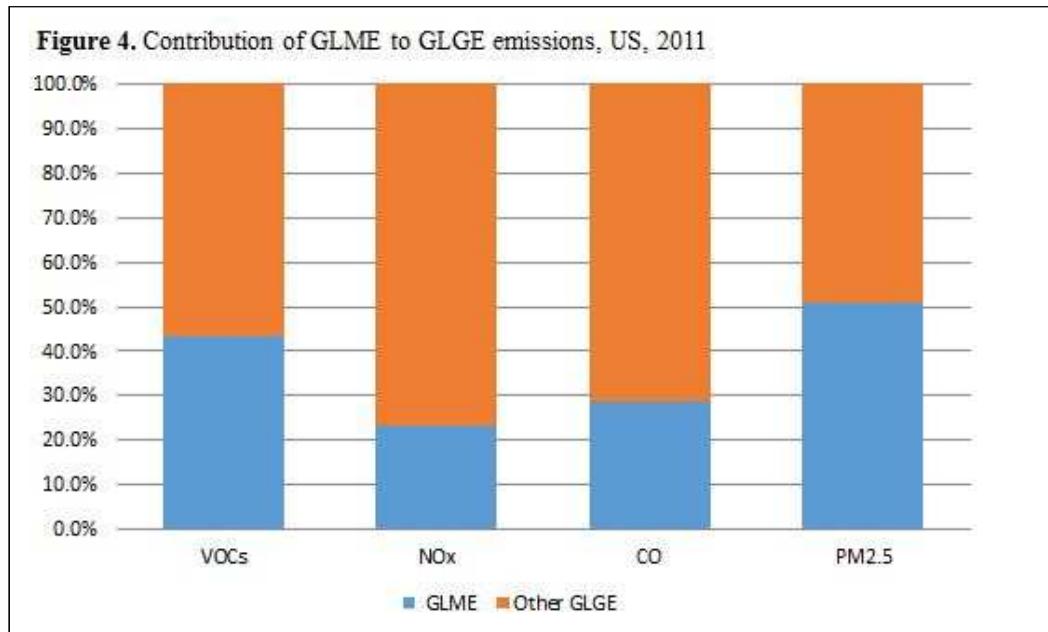


Analysis of individual VOC emissions shows that GLGE contributes nearly 8% of All Emissions of both benzene and 1,3 butadiene (**FIGURE 3**). Within All Nonroad Emissions and Gasoline Nonroad Emissions, GLGE accounts for nearly one-third or more of benzene and 1,3 butadiene emissions, and also becomes a major source of aldehyde and formaldehyde emissions from Gasoline Nonroad sources.



Contribution of GLME to GLGE Emissions

Compared with the GLGE contributions of Nonroad Gasoline Emissions shown in **FIGURE 2**, contributions of VOCs and fine PM emissions from GLME are disproportionately high, and for NOx and CO, are disproportionately low (**FIGURE 4**). Small GLME engines account for more than 40% of VOC emissions and one-half of PM10 and PM2.5 emissions from GLGE. Close to 90% of fine PM emissions from GLME come from 2-stroke engines (**FIGURE 5**).



Projected Growth of GLGE Emissions: 2011–2018

By 2018, the annual tonnage of ozone precursors, VOCs and NOx, emitted by GLGE is projected to decrease substantially from 2011, as more of the in-use fleet becomes represented by equipment built to meet EPA nonroad emission standards. CO emissions remain comparable to 2011 levels, while CO2 and fine PM emissions are projected to increase modestly.

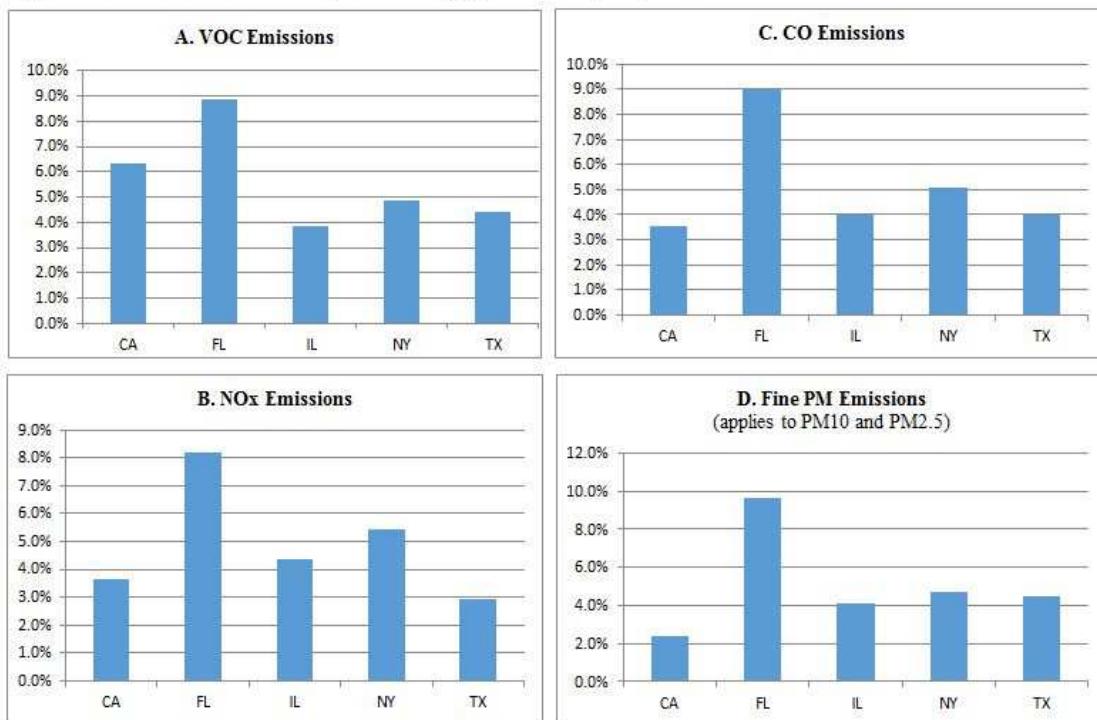
Table 5: Estimated Change in GLGE Emissions, 2018 vs 2011

Emissions	% Change
VOCs	-20.9%
NOx	-31.1%
CO	-4.9%
CO2	12.3%
PM 10	8.2%
PM 2.5	8.4%

GLGE Emissions in the Five Most Populated States

When considered together, GLGE emissions from California, Florida, Illinois, New York and Texas constitute approximately one-quarter of national GLGE emissions.

Figure 6. Emissions contributed by the 5 most populated states, US, 2011*



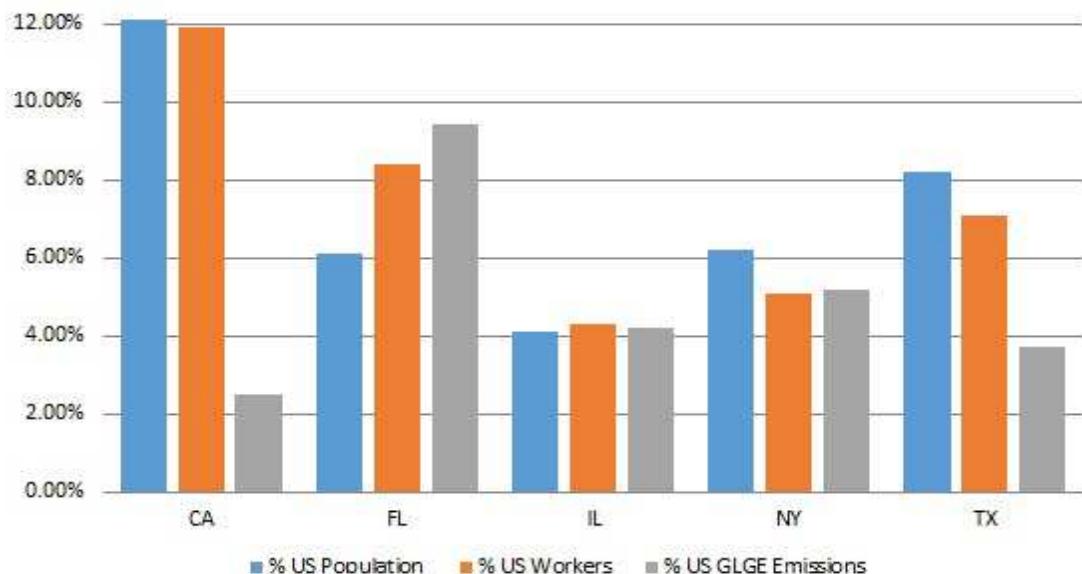
CA: California; FL: Florida; IL: Illinois; NY: New York; TX: Texas

*California data are from 2012.

Florida's GLGE emissions were 1.4 to 2.1-times higher compared with emissions in states having the next highest level of emissions in each GLGE pollutant category, and 2.2 to 4.4-times higher compared with emissions in states having the lowest level of emissions in each GLGE pollutant category (**FIGURE 6**).

For Florida, Illinois, and New York, state-specific contributions of GLGE emissions compared to the national total were relatively consistent with their contributions to the national population and the national grounds maintenance workforce. For California, its GLGE emission contribution was one-fifth that of its contribution to the national population and to the national grounds maintenance workforce. For Texas, its GLGE emission contribution was 40%–50% that of its contribution to the national population and to the national grounds maintenance workforce (**FIGURE 7**).

Figure 7. State contributions to US national population, grounds maintenance workforce, and GLGE emissions*



CA: California; FL: Florida; IL: Illinois; NY: New York; TX: Texas
*California data are from 2012 CARB estimates; all other state data are from 2011 NEI estimates.

DISCUSSION

The main findings of this study are: 1) GLGE is a prevalent source of toxic and carcinogenic emissions; 2) GLGE contributes substantially to nonroad emissions of benzene, 1,3 butadiene, formaldehyde, CO, and fine PM; 3) GLME accounts for a disproportionately large share of VOC and fine PM emissions; 4) 2-stroke engines account for most fine PM emissions from GLME; 5) VOCs and NOx are projected to decrease substantially by 2018; CO emissions remain comparable to 2011 levels; and CO₂ and fine PM emissions are projected to increase modestly; and 6) the GLGE emissions contributions from the largest states are not always consistent with contributions to national population and national grounds maintenance workforce.

The large volume of emissions from GLGE found in this study is consistent with findings previously reported by the EPA¹ and from other studies.²⁻⁴ The very substantial contribution of VOC, in particular benzene and 1,3 butadiene, deserves attention especially because of their localized nature.

While VOC emissions are expected decrease 21% on average by 2018, the rates of equipment replacement on which those projections are based are only approximated.

Adverse health effects from the GLGE emissions are well known. Benzene, 1,3 butadiene, and formaldehyde are listed among the four top ranking cancer-causing compounds.²² They cause lymphomas, leukemias, and other types of cancer (International Agency for Research on Cancer, World Health Organization).^{23, 24} Ground level ozone (formed by VOCs and NOx in the presence of sunlight) and fine PM cause or contribute to early death, heart attack, stroke, congestive heart failure, asthma, chronic obstructive pulmonary disease, and cancer.⁵⁻¹¹ Growing evidence suggests these pollutants also contribute to developmental and neurological disorders, including autism.^{7-9, 12, 13} The mounting evidence on the dangers of short term exposure are especially concerning.^{7, 9, 11}

The high levels of VOCs and fine PM from GLME are health risks for workers and other members of the public close to the emitting source. Although no studies of grounds maintenance workers were found, studies of gas station workers have shown that regular exposure to gasoline vapors can produce hematological and immunological abnormalities and elevate the risk of cancer.²⁵⁻²⁷ In addition, children, seniors, and persons with chronic illnesses are especially vulnerable to the negative health impacts of GLME emissions.²⁸ Routine use of GLME in the vicinity of residential neighborhoods, schools, parks, and other public spaces may be exposing the public to unnecessary and preventable health risks. New equipment standards do not affect fine PM emissions; in fact, those emissions are expected to increase.

School buses represent another example of a close-to-emitting source in which children are subjected to increased exposure from diesel exhaust.²⁹ Tests of school buses found that diesel exhaust entering through the front door of the bus results in elevated levels of PM over time. When queuing, PM built up rapidly in the bus cabin when the front doors were open.

The variation in emissions levels observed among the five most populated states should be explored further. The reasons for the high emissions contribution from Florida and relatively low emissions contributions from Texas and California are not clear. Differences between CARB data and NEI data may account for some of the difference between California and other states. For example, the NEI baseline equipment population data are older compared with those of CARB. Other factors that may be involved include but are not limited to emissions estimation procedure, geographic and climate factors, regulations and their effectiveness, and efforts to promote cleaner alternatives.

This study has several limitations. Not all potentially harmful emissions were characterized; for example, polycyclic aromatic hydrocarbons. Other limitations concern the source data. Although the NEI is a comprehensive source of GLGE emissions data, the accuracy of the reported data is uncertain. Baseline equipment population data for the Nonroad model is 15–20 years old and does not account for growth of the commercial industry. This older population data supplies emission estimates to NEI, which in turn is used to create EPA's 2011 and 2018 modeling platforms. Although the residential and commercial CARB inventories and activity data are newer, they depend largely upon telephone survey data.^{30, 31} Methodological weaknesses with the commercial survey data are discussed in the survey report.³¹ For both data sources, the rates of replacement of older equipment by newer, cleaner equipment that meets the newer Phase 3 standards³² can only be approximated.

CONCLUSIONS

GLGE is an important source of toxic and carcinogenic exhaust and fine particulate matter. Improved reporting and monitoring of localized GLGE emissions should be implemented. Medical and scientific organizations should increase public awareness of GLGE and GLME and identify GLGE as an important local source of dangerous air pollutants. Communities and environmental, public health, and other government agencies should create policies and programs to protect the public from GLGE air pollutants and promote non-polluting alternatives.

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LEAF BLOWER REGULATIONS REGIONAL WORKING GROUP

MUNICIPAL RESEARCH AND BEST PRACTICES SUBCOMMITTEE REPORT

AUGUST 16, 2022

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MUNICIPAL RESEARCH AND BEST PRACTICES SUBCOMMITTEE REPORT
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Summary

The Leaf Blower Regulations Regional Working Group Municipal Research and Best Practices Subcommittee surveyed numerous Illinois municipalities to determine if and how they regulated leaf blowers (see *Appendix A*). It was determined that most Illinois municipalities do not have ordinances that prohibit or restrict the use of gas-powered leaf blowers. However, certain municipalities including but not limited to Evanston, Kenilworth, Winnetka, and Wilmette have adopted gas-powered leaf blower regulations to reduce noise and air pollution.

The Subcommittee also surveyed municipalities nationwide to identify successful programs, policies, and best practices for the Regional Working Group to consider. We found California has several communities with gas leaf blower regulations which are highlighted in the “Best Practices” section of this memorandum, along with other noteworthy municipal attempts to limit air pollutants and reduce noise pollution.

Importantly, our research assessed the success of various regulatory and enforcement strategies used in Illinois municipalities. We found:

- Police departments are the most common enforcer of leaf blower regulations; complaints of this nature are typically treated as low priority. Other enforcement agencies include Code Enforcement, Public Works, or, in the case of Evanston, the Health Department.
- To limit noise, many communities have noise ordinances that consequently limit the hours of use of leaf blowers without completely banning their use. The following communities have noise ordinances but do not specifically include “leaf blowers” in their regulation: Barrington, Buffalo Grove, Deerfield, Elmhurst, Glen Ellyn, Glenview, Grayslake, Lake Forest, Lake Zurich, Libertyville, Lincolnshire, Mettawa, Morton Grove, Mount Prospect, Mundelein, Northbrook, Northfield, Park Ridge, Riverwoods, Skokie, and Vernon Hills.
- The following Illinois communities have partial or full bans on leaf blowers: Wilmette, Evanston, Glencoe, Winnetka, Lincolnwood, Kenilworth, and Highland Park.

**LEAF BLOWER REGULATIONS REGIONAL WORKING GROUP
MUNICIPAL RESEARCH AND BEST PRACTICES SUBCOMMITTEE REPORT
AUGUST 16, 2022**

Illinois Municipal Regulations

Many Illinois municipalities regulate leaf blowers indirectly through the use of noise and nuisance ordinances that effectively set the acceptable hours of operation without introducing a seasonal ban. These communities, primarily on Chicago's North Shore, have engaged in more extensive regulatory efforts.

Evanston. The City of Evanston has an ordinance that prohibits gas-powered leaf blowers between May 15th and September 30th (summer) and after the first Thursday in December until March 29th (winter). Evanston will ban all gas-powered leaf blowers starting April 1, 2023 including during the seasons listed. There are no seasonal restrictions on electric-powered leaf blowers. When leaf blowers are allowed, their use is limited to Monday through Friday from 7:00 a.m. to 9:00 p.m. and on Saturday, Sunday, and holidays from 9:00 a.m. to 5:00 p.m. The Evanston Health Department enforces their regulations through progressive discipline: a written violation letter is sent upon the first offense, a \$100 fine for the second offense, a \$150 fine for the third offense, a \$200 fine for the fourth offense, and \$250 fines for the fifth and subsequent offense(s).

Glencoe. The Village of Glencoe prohibits the use of gas-powered leaf blowers between May 15th to September 15th and from December 15th to March 15th. The ordinance restricts commercial lawn maintenance equipment use from 7:00 a.m. to 7:00 p.m. on weekdays and from 9:00 a.m. to 6:00 p.m. on Saturdays, and bans use entirely on Sundays and holidays. These restrictions do not apply to property owners conducting maintenance on their property. The Glencoe Police Department enforces these restrictions by issuing \$250 fines to commercial landscape companies who are in violation, starting from the first offense (e.g. no warning).

Highland Park. The City of Highland Park prohibits the use of gas-powered leaf blowers between May 15th and October 1st, except for golf course maintenance or roof gutter cleaning (between May 15th and June 15th). When allowed, leaf blowers can be operated between 7:00 a.m. to 7:00 p.m. on weekdays and from 9:00 a.m. to 5:00 p.m. on Saturdays. The Highland Park Police Department and Community Development Department enforce this ban with fines ranging from \$200 to \$500.

Kenilworth. The Village of Kenilworth has a noise and leaf blower ordinance that prohibits the use of gas-powered leaf blowers between May 15th and September 30th. When allowed, leaf blowers can be operated Monday through Friday from 8:00 a.m. to 6:00 p.m. and on Saturday, Sunday, and holidays from 9:00 a.m. to 5:00 p.m. Gas or electric-powered leaf blowers must never exceed 75 decibels. The Kenilworth Police Department enforces this ordinance.

**LEAF BLOWER REGULATIONS REGIONAL WORKING GROUP
MUNICIPAL RESEARCH AND BEST PRACTICES SUBCOMMITTEE REPORT
AUGUST 16, 2022**

Illinois Municipal Regulations (continued)

Lincolnwood. The Village of Lincolnwood prohibits the use of gas-powered leaf blowers from May 15th to September 30th. When allowed, the leaf blower ordinance restricts use from 7:00 a.m. to 6:00 p.m. Monday through Friday; 7:00 a.m. to noon on Saturday; and bans use entirely on Sundays and holidays. The Lincolnwood Police Department and a Code Enforcement Officer issues violation notices upon the first offense and a citation upon the second offense. Fines are determined in court.

Wilmette. The Village of Wilmette introduced a ban on gas-powered leaf blowers between May 15th and September 30th beginning in 2006. The prohibition includes using an electric leaf blower powered by a portable gasoline generator, but not the use of electric leaf blowers plugged into permanently installed electrical outlets attached to a permanent structure. Exemptions to the gas-powered leaf blower ban include golf courses, public parks, Wilmette Park District property, for roof/gutter/downspout cleaning, and use in paving/repair/patching of public streets or related to asphalt seal coating on private property. Between October 1 and May 14, the Village permits the use of gasoline-powered leaf blowers, however, use is limited for to no more than 30 minutes in any three-hour period on lots of one-half acre or less. Enforcement is conducted proactively and citations are issued to the company violating the law, not individual employees. The fines for first time violators (\$75) are typically waived upon providing evidence that a battery/electric-operated leaf blower has been purchased. Subsequent offenses have a fine of \$150.

Winnetka. The Village of Winnetka has a nuisance ordinance that prohibits the use of gas-powered leaf blowers between June 1st and September 30th, except for golf course maintenance. From October 1st to May 31st, the use of gas-powered leaf blowers is limited to Monday through Friday from 8:00 a.m. to 7:00 p.m. and on Saturday, Sunday, and holidays from 9:00 a.m. to 6:00 p.m. The Winnetka Police Department enforces the ordinance and issues fines for \$100 per offense. The fines do not escalate.

**LEAF BLOWER REGULATIONS REGIONAL WORKING GROUP
MUNICIPAL RESEARCH AND BEST PRACTICES SUBCOMMITTEE REPORT
AUGUST 16, 2022**

National Municipal Regulations - California

California has a history of strict air quality standards that resulted in leaf blower bans as early as the late 1970s. Some municipalities have banned both gas-powered and electric leaf blowers.

Hermosa Beach. Hermosa Beach, California directly references “leaf blowers” under “Prohibited Noises” in their noise ordinance, effectively banning leaf blowers since the early 1990s. The city issues notice to first-time violators, while the Police Department can “decide to issue a citation to the person who is caught using the leaf blower”, enforcing the ban that way.

Laguna Beach. Since 1993, Laguna Beach, California has banned both gasoline-powered and electric leaf blowers. Fines are issued to users starting at \$100 for the first violation, \$200 for the second violation, and \$500 for the third violation. Code Enforcement staff issue warnings and citations if they see someone using a leaf blower.

Santa Barbara. Santa Barbara, California has banned gas-powered leaf blowers since 1997. This ordinance is enforced through a complaint system: a District Inspector monitors an [online complaint website](#) where residents can register an online complaint as an air pollution complaint. The District Inspector determines if a complaint is a violation and can issue a citation. Every hour of violation is treated as a separate incident.

Santa Monica. Santa Monica, California bans the use of both gasoline-powered and electric leaf blowers within the city. Violators can receive citations from Code Enforcement. \$500 fines are usually given to the operator of the leaf blower, but management companies, landscaping companies, or property owners can be cited. A court case in 2015 limited the scope of citations as a property owner claimed that the City could not prove that the owner knew that the leaf blower was being used on his property at the time of the citation.

In addition to municipal regulations, notably, the California Air Resources Board recently (December 2021) adopted administrative regulations that will effectively halt the sale of gas-powered leaf blowers, lawn mowers, and other landscaping equipment starting in model year 2024. Equipment manufactured prior to 2024 can continue to be legally sold and used after the effective date of these regulations.

**LEAF BLOWER REGULATIONS REGIONAL WORKING GROUP
MUNICIPAL RESEARCH AND BEST PRACTICES SUBCOMMITTEE REPORT
AUGUST 16, 2022**

National Municipal Regulations – Outside California

Burlington, VT. Burlington, Vermont's largest city, passed a phased-in ban that required compliance by May 2022. The ordinance bans the use of gas-powered leaf blowers from Memorial Day to Labor Day. The ordinance allows for year-round use of electric-powered leaf blowers that are below 65 decibels; when allowed, gas-powered leaf blowers must operate below 65 decibels. The use of any leaf blower is limited to Monday through Friday from 7:00 a.m. to 5:00 p.m., Saturdays from 8:00 a.m. to 5:00 p.m., and prohibited on Sundays and Holidays except for property owners from 9:30 a.m. to 5:00 p.m.

East Hampton, NY. East Hampton, New York, passed an ordinance prohibiting gas and diesel-powered leaf blowers from May 20th to September 20th. When allowed, leaf blower use is restricted to Monday through Friday from 8:00 a.m. to 6:00 p.m., Saturdays from 9:00 a.m. to 5:00 p.m., and prohibited on Sundays and Holidays except for property owners from 9:00 a.m. to 3:00 p.m. The East Hampton Town Ordinance Department enforces the ban with fines between \$1,000 and \$5,000 depending on the offense.

Montclair, NJ. Montclair, New Jersey passed an ordinance that restricts gas-powered leaf blower use, allowing for use only between March 15th and May 15th and between October 15th and December 15th. When allowed, leaf blower use is restricted to Monday through Friday from 9:00 a.m. to 6:00 p.m., Saturdays from 10:00 a.m. to 6:00 p.m. (8:00 p.m. for property owners), and Sundays and Holidays from 10:00 a.m. to 5:00 p.m. Additionally, the ordinance requires lawn care companies to provide safety protection for their employees. A Municipal Court Judge administers fines at their discretion; first-time violations start at \$100 and recurring violators can be fined up to \$2,000 and risk 90 days of community service or imprisonment.

Summit, NJ. Summit, New Jersey introduced a pilot program that temporarily banned gas-powered leaf blowers from June 1st, 2021, through August 31st, 2021. The ordinance adds on to existing use restrictions: Monday through Friday from 8:00 a.m. to 6:00 p.m. (8:00 p.m. for non-commercial use), Saturdays from 9:00 a.m. to 6:00 p.m., and on Sundays and Holidays from 9:00 a.m. to 6:00 p.m. for non-commercial use. The temporary ordinance was enforced by the Summit Police Department and/or the Department of Community Services through a progressive discipline system; first-time violators receive a notice, then incur increasing fines after subsequent violations, from \$100-\$500. The program/ban was not extended and there are currently only temporal restrictions on use.

Time of Day Restrictions

Community	Ord. Reference	When Prohibited	Enforcing Agency	First Offense	Subsequent Offense(s)
Wilmette, IL	<u>Sec. 16-115(a) (nuisances)</u>	May 15 th - September 30 th	Police	\$80	\$160
Evanston, IL	<u>Title 8, Chapter 26</u>	May 15 th - September 30 th , First Thursday in December - March 29 th	City Health	Notice	\$100, \$150, \$200, \$250
Glencoe, IL	<u>Sec. 24-38(c) (nuisances)</u>	May 15 th - September 15 th , December 15 th - March 15 th	Police	Discretionary	Discretionary
Highland Park, IL	<u>Sec. 95-001(O)(9) (nuisances)</u>	May 15 th - October 1 st	Police, Community Development	\$200-500	\$200-500
Winnetka, IL	<u>Sec. 9.16.020(21) (nuisances)</u>	June 1 st - September 30 th	Police	\$100	\$100
Kenilworth, IL	<u>Sec. 135-02(23) (nuisances)</u>	May 15 th - September 30 th	Police	Discretionary	Up to \$750
Lincolnwood, IL	<u>Sec. 17-2-16(H) (noise)</u>	May 15 th - September 30 th	Police, Code Enforcement	Notice.	Discretionary.

Time of Day Restrictions

Community	Ord. Reference	When Prohibited	Enforcing Agency	First Offense	Subsequent Offense(s)
Hermosa Beach, CA	Sec. 8.24.020(H) (noise)	Complete ban	Code Enforcement	\$100	\$200, \$500
Laguna Beach, CA	Sec. 7.25.070(D) (noise)	Complete ban	Code Enforcement	\$100	\$200, \$500
Santa Monica, CA	Sec. 4.08.270 (nuisances)	Complete ban	Code Enforcement	\$500	\$500
Santa Barbara, CA	Sec. 9.16.050 (noise)	Complete ban	Police, Santa Barbara County Air Pollution Control District	Discretionary	Discretionary
Burlington, VT	Sec. 21-14	Memorial Day (May) - Labor Day (September)	Police	\$200-\$500	\$300-\$500
East Hampton, NJ	Chapter 155	May 20 th - September 20 th	Town Ordinance	Up to \$1,000	\$1,500-\$5,000
Montclair, NJ	Sec. 217-6 (noise)	May 15 th - October 15 th , December 15 th - March 15 th	Police	\$100	Up to \$2,000; community service; 90 days in jail
Summit, NJ	Sec. 3-8.1(b)(4) (noise)	June 1 st - August 31 st	Police, Community Services	Notice	\$100, \$250, \$500

Time of Day Restrictions

Community	Weekday Permitted Hours																	
	6:00 AM	7:00 AM	8:00 AM	9:00 AM	10:00 AM	11:00 AM	12:00 PM	1:00 PM	2:00 PM	3:00 PM	4:00 PM	5:00 PM	6:00 PM	7:00 PM	8:00 PM	9:00 PM		
Evanston, IL																		
Glencoe, IL																		
Highland Park, IL																		
Kenilworth, IL																		
Lincolnwood, IL																		
Wilmette, IL																		
Winnetka, IL																		
Burlington, VT																		
East Hampton, NY																		
Montclair, NJ																		
Summit, NJ																		

Community	Saturday Permitted Hours																	
	6:00 AM	7:00 AM	8:00 AM	9:00 AM	10:00 AM	11:00 AM	12:00 PM	1:00 PM	2:00 PM	3:00 PM	4:00 PM	5:00 PM	6:00 PM	7:00 PM	8:00 PM	9:00 PM		
Evanston, IL																		
Glencoe, IL																		
Highland Park, IL																		
Kenilworth, IL																		
Lincolnwood, IL																		
Wilmette, IL																		
Winnetka, IL																		
Burlington, VT																		
East Hampton, NY																		
Montclair, NJ																		
Summit, NJ																		

Time of Day Restrictions

Community	Sundays & Holidays Permitted Hours (non-commercial)															
	6:00 AM	7:00 AM	8:00 AM	9:00 AM	10:00 AM	11:00 AM	12:00 PM	1:00 PM	2:00 PM	3:00 PM	4:00 PM	5:00 PM	6:00 PM	7:00 PM	8:00 PM	9:00 PM
Evanston, IL																
Glencoe, IL																
Highland Park, IL																
Kenilworth, IL																
Lincolnwood, IL																
Wilmette, IL																
Winnetka, IL																
Burlington, VT																
East Hampton, NY																
Montclair, NJ																
Summit, NJ																

APPENDIX A

Survey of Municipal Leaf-Blower Regulations (Excel Spreadsheet)

Communities	Ordinance? (Y = yes, N = no, U = unknown, P = pending)	URL to Gas Powered Leaf Blower ordinance	Enforcement Procedure	Rate your Effectiveness (1-5 scale) w/ 1 being least effective	Minutes of Regulation Discussion/Debate	Fine? (Y/N)	Fine amount?	Who is fined?	Notes
Buffalo Grove	No	N/A	N/A	N/A	No	N/A	N/A	N/A	Two people unsure when I called the village. "Leaf blowers are just like lawn mowers, so there are no restrictions."
Deerfield	No	N/A	N/A	N/A	No	N/A	N/A	N/A	No noise ordinance; no pollution ordinance. Landscapers fall under "maintenance," so they can work anytime, but the village encourages them to follow 7:30am-7pm M-F; 8:30am-5pm Saturday (called 5/14/19)
Barrington	No	N/A	N/A	N/A	No	N/A	N/A	N/A	Non-home rule community
Elmhurst	No	N/A	N/A	N/A	No	N/A	N/A	N/A	
Evanston	Noise + leaf blower ordinances	https://library.municipalcode.com/il/evanston/codes/code_of_ordinances?nodeId=TIT8HESA_CH26LEBL	Health Department	N/A currently in the hiring process for position	First violation letter, but if second offense	2nd Offense \$100, 3rd \$150, 4th \$200 5th and after \$250	Person using leafblower - homeowner or worker		Prohibited May 16-Sept. 29 as well as after first Thursday in December until March 29. When allowed, M-F 7am-9pm and S/S/Holidays 9am-5pm
Glen Ellyn	Only nuisance regulation	N/A	N/A	N/A	No	N/A	N/A	N/A	Restricts the use of tools for home and lawn maintenance to between the hours of 7:00 a.m. and sunset. Arguably, a leaf blower would fall under that regulation.
Glencoe	Noise + leaf blower ordinances	http://library.almegar.com/nxt/gateway.dll/ILLinois/glencoe_il/zoningcode/articleitclean	Police Department. Generally a Community Service Officer.	2 Yes	Yes - no first warning	\$250 each time	Landscaping company		Gas-powered leaf blowers permitted between March 15-May 15 and Sept. 15 - Dec. 15.
Glenview	Noise ordinance	N/A	Community Development (Code Enforcement); use construction hours; complaint-based	4 No	Yes - determined by police department	Determined by police department	Determined by police department		Noise ordinance exists.
Grayslake	No	N/A	Mostly the Police Department. Some assistance from Building and Zoning.	5 No	No	No	N/A		Police commander said if there is a nuisance complaint, abide by construction hours. Nothing explicit.
Highland Park	Leaf blower ordinance	http://de.com/search?stateId=13&clientId=13923&searchText=leaf%20blower&contentType=code&contentId=CODES	Mostly the Police Department. Some assistance from Community Development..	3 No	Yes	Between \$200 and \$500	Landscaper company		Only electric leaf blowers allowed between May 15 and October 1 on M-F between 7am-9pm and Saturday between 9am-5pm. No leaf blowers allowed on Sundays.
La Grange	Noise ordinance only. No leaf blower prohibitions.		N/A	N/A	No				
Kenilworth	Leaf blower ordinance	https://codelibrary.almlegal.com/codes/kenilworth/latest/kenilworth_il/0-0-4257	Police Department	Unable to rate as 2022 will be the first year of actual enforcement.	No				Village's ban on gasoline-powered leaf blowers from May 15 - September 30. The ban includes electric leaf blowers connected to portable gasoline-powered electric generators. Until that time, residents may continue using their leaf blower between 8:00 a.m. and 6:00 p.m., Monday - Friday, and between 9:00 a.m. and 5:00 p.m. on Saturdays. Leaf blowers, regardless of power source, may not exceed 75 decibels when in use.
Lake Bluff	Noise Ordinance	https://www.sternbergcodifiers.com/codebook/index.php?book_id=805	Police Department	Village Board Memo 2 and Minutes	Yes	\$25-\$750	Contractor or company		M-F 8am-6pm; S/S/Holidays 9am-6pm.
Lake Forest	Noise Ordinance	http://com/nxt/gateway.dll/ILLinois/lakeforest_il/cityoflakeforestillinoiscodeordinances?f=template&fn=default.htm\$3.0\$vid=amlegal	Police Officer must respond (in order to potentially issue citation); ordinance allows lawn maintenance equipment 7:30am-7:30pm M-F, 8a-5:30p Sat, 10a- 4 (doesn't get that 5pm Sun and holidays; many calls)	extension://efaidnbmnnibpcajpcgjclefindmkaj/viewer.html?pdfurl=https%3A%2F%2Fcms9files.revize.com%2Fcityoflakefores	Yes	\$10-\$750 per offense	Determined by police department when citation is written - case by case basis		M-F 7:30am-7:30pm. Sat. 8:00am-5:30pm, Sun./Holidays 10am-5pm.

Lake Zurich	Noise Ordinance	N/A		N/A	N/A	N/A	N/A
Libertyville	N/A	N/A	Code Enforcement Officer (Jack Johnson) responds; complaint-based and enforce the construction hours of 7a-6p M-F, 8a-6p Sat, noon-6p Sun	4 No	N/A	N/A	N/A
Lincolnshire	Noise Ordinance only for contractors, not homeowners	https://www.lincolnsshireil.gov/sitemedia/documents/quick_links/village-code/title-5/code0501.pdf	Police Department responds; enforcing construction hours of 7a-7p M-F, 8a-6p Sat, not allowed on Sun/holidays; will typically respond to scene and issue a warning or a compliance ticket after one/multiple warnings	5 (don't have many of these types of complaints)	No	Stop work order and potential fine - ONLY contractors will get fined, homeowners can use leafblowers whenever (outside of any noise ordinance times)	Homeowners never fined - contract companies may be fined depending on police decision
Lincolnwood	Noise + usage ordinances	https://ecode360.com/15325372?highlight=leaf%20blower.leaf%20blowers#15325372	Police Department or Code Enforcement Officer	N/A (no recent violations and tough to enforce as currently written)	No	Contractor definitely - but also perhaps homeowner (both have been cited for breaking construction ordinances in the past, just not leaf blowers)	When permitted, can be used between 7am-6pm M-F or 7am-12pm Saturday. Not permitted between May 15 and September 30
Morton Grove	Noise ordinance	N/A	Handled by Police as a noise complaint. Officers are dispatched to speak with offending party trying to reach a mutually agreeable resolution. Tickets are a last resort trying to seek voluntary compliance.	4+	No	N/A	N/A
Mount Prospect	Noise ordinance		Handled by Community Development Department (Environmental Health) although after-hours handled by Police; need okay from neighbors to start earlier 5 (no issues, barely than normal construction hours ever comes up)	No	Unclear	Unclear	Unclear
Mundelein	No	N/A	N/A	N/A	N/A	N/A	No ordinances for any landscaping practices
Northbrook	Yes - Noise ordinance	https://library.municipal.com/ll/northbrook/codes/code_of_ordinances?nodeId=Chapter%2016%20%20E2%80%93%20NUISANCE%20CES	2.5 (Only enforced when resident calls in. Complaint will come in when leaf blower is used outside of permitted times and the police will often address complaint when leaf blower use is over)	8.19.21 EQC Packet	Yes, if person refuses to comply with citation	Up to \$750/day/ offense	The person holding the leaf blower
Northfield	No	N/A	N/A	N/A	COW February and March 2021 Packets	N/A	N/A
Oak Park	Noise + leaf blower ordinances	https://www.oak-park.us/newsletters/mayjune-2018/help-keep-oak-park-beautiful	Public works	Feb 2020 and June 2021 Village Board Meetings	Yes	Determined by judge	Homeowner if homeowner is operating; landscape company if worker is operating

Park Ridge	Noise ordinance	http://www.parkridge.us/community_preservation_and_development/default1.aspx	Police Department	N/A	Community Health Commission 1.27.2022 Minutes	Yes, after warning	Determined by police	Unclear - case by case basis	Allowed on M-F 7am-7pm; Sat 8am-5pm
Riverwoods	Noise ordinance	http://mlegal.com/codes/riv/erwoodsil/latest/river	Police Department	1 No	Yes	\$75-\$750	Person holding leafblower.	Allowed between M-F 7am-7pm; Saturday 8:30am-5pm	
Skokie	Noise ordinance	N/A	N/A	N/A	No	No	N/A	N/A	Can be used any day of the week between 9am-8pm. If someone using outside of that time frame, can call non-emergency police. No ticket guaranteed.
Vernon Hills	Noise ordinance	http://de.com/il/vernon_hills/codes/code_of_order	Police Department addresses noise complaints	N/A	No	Unclear	Unclear	Unclear	Allowed between M-F 7am-7pm; Saturday 8:30am-5pm
Wilmette	Noise + leaf blower ordinances	https://www.wilmette.com/permits/community-development/code-enforcement/leaf-	Proactice through code enforcement; police will also respond to calls for service	Two years ago, 1; Currently, 4 w/ new proactive approach	Village Board Meeting Minutes	Yes	\$75 first offense; \$150 second offense	Company, not employee using the tool	Between May 15 and September 30, the Village of Wilmette prohibits the use of gasoline-powered leaf blowers. Between October 1 and May 14, the Village of Wilmette permits the use of gasoline-powered leaf blowers, however use of a gasoline-powered leaf blower during that time. is limited to 30 minutes or less
Winnetka	Noise + leaf blower ordinances	https://codelibrary.a mlegal.com/codes/wi nnetka/latest/winnetk aords-res_il/0-0-0-225269	Code Enforcement & Police Department	3	Village Council Meeting Minutes	Yes	over mulitple offenses, but the police create the fines. At least \$100.	Unclear - determined by police	Oct 1 - May 31, M-F 8-7; S/S 9-6. Can't use gas between June 1 and Sept 31

Community	Noise/Leaf Blower Ordinance	Hours of Operation	Source
Arlington, MA	<p>The use of leaf blowers (gas-powered leaf blowers used for commercial or municipal purposes) are prohibited outside the hours of operation, except in accordance with the following restrictions, which shall not apply to the use of leaf blowers to perform emergency operations or for clean-up associated with storms, hurricanes and the like. No more than one leaf blower may be used on any lot of 6,000 square feet or smaller. One additional leaf blower may be used for each additional 6,000 square feet or portion thereof comprising one lot. Leaf blowers may be used for no more than 30 minutes at a time with shut down time of 15 minutes in between operation. At no time shall any leaf blower be used in such a way as to permit the distribution of leaves, dust, or other debris beyond the vertically extended lines of the property on which the leaf blower is being used. Leaf blowers shall at all times be operated at the lowest possible practical speed necessary to accomplish the task for which they are being used. As of June 15, 2014, or one year after the effective date of this Bylaw, whichever is later, no commercial landscaper, commercial landscape company, or other entity engaged in the business of providing home and yard repair, clean-up, and maintenance services for a fee shall use any leaf blower within the Town in the exercise of that business unless manufacturer specifies that the sound emitted from said leaf blower is no greater than 74 dB(A) at 50 feet at full throttle. The restrictions set forth herein shall not apply to homeowners and residents using leaf blowers to perform private home and yard repair, clean-up, and maintenance on residential property they own or control.</p>	September 16th through June 14th	Title V - Regulations Upon the Use of Private Property
Aspen, CO	<p>The use of gas powered leaf blowers in Aspen was banned by City Council in 2003 in response to numerous noise complaints and a citizen petition requesting a ban. Electric-powered leaf blowers are allowed.</p>	N/a	City of Aspen's Noise Ordinance
Belvedere, CA	<p>It is unlawful for any person within the City limits at any time to operate any portable machine powered with a gasoline engine used to blow leaves, dirt and other debris off sidewalks, driveways, lawns or other surfaces</p> <p>It shall be unlawful for any person, including any City employee, to operate any portable machine powered with a gasoline engine used to blow leaves, dirt, and other debris off sidewalks, driveways, lawns, or other surfaces within the City limits. This prohibition shall be posted in all stores selling such gasoline powered machines within the City limits.</p>	N/a	City of Belvedere Noise Code
Berkeley, CA	<p>It shall be unlawful for any person within the City to use or operate any portable machine powered with a gasoline engine used to blow leaves, dirt, and other debris off sidewalks, driveways, lawns, or other surfaces.</p> <p>Lawn mowers and leaf blowers may not be operated on any private property within one hundred feet of the boundary of any residential district outside the hours of operation.</p>	N/a	City of Berkeley Community Noise Municipal Code
Beverly Hills, CA	<p>Lawn mowers and leaf blowers may not be operated on any private property within one hundred feet of the boundary of any residential district outside the hours of operation.</p>	N/a	City of Beverly Hills Portable Gasoline Engine Powered Blower
Boulder, CO	<p>Gas-powered leaf blowers are prohibited, electric-powered leaf blowers are permitted during the hours of operation</p>	7:00 am to 9:00 pm	City of Boulder's Noise Ordinance
Brookline, MA	<p>The State of Massachusetts advised residents to stay at home and limit indoor gatherings. As citizens are urged to work from home, the City Council found the reduction of noise and emissions from leaf blowers to be a public purpose that protects the public health, welfare, and environment of the City of Cambridge and its citizens.</p>	8:00 am to 8:00 pm, Monday through Friday and 9:00 am to 6:00 pm on Saturdays, Sundays, and legal holidays	Town of Brookline's Leaf Blower Control
Cambridge, MA	<p>The use of leaf blowers is prohibited between March 15 and June 15 and between September 15 and December 31 in any year. All leaf blowers may be used as long as they do not exceed a decibel level of 65 dBA.</p> <p>While City Council members and residents have expressed opposition against gas-powered leaf blowers, the City continues to follow the current leaf blower regulation.</p> <p>The operation of a combustion engine blower for the purpose of displacing, removing or blowing any materials from or about public or private property in a manner which allows the engine to be heard on public property or causes the materials to be blown into the air in a manner which allows them to settle on public property or on private property not belonging to the same owner of the property on which the blower is being operated is declared to be a public nuisance and unlawful.</p>	8:00 am to 5:00 pm from Monday through Friday. 9:00 am to 5:00 pm on Saturday. Not permitted on Sunday or holidays.	Cambridge Leaf Blowers Restrictions
Carmel, CA		N/a	Carmel-by-the-Sea Municipal Code Combustion Engine Blowers

Claremont, CA	<p>Requirements for use in residential areas: No leaf blower shall be operated for more than fifteen minutes per hour on any one parcel. No leaves or other debris shall be blown into the street, sidewalk, or beyond the parcel property line. The full blower nozzle extension shall be used for maximum efficiency and to minimize the spread of dust. When leaf blowers are used in dusty conditions, surfaces shall be moistened prior to blowing or a mister used during blowing. After leaf blower use, debris shall be disposed in trash receptacles. Leaf blowers shall be in proper working order and all manufacturer's noise and dust control equipment on the leaf blower shall remain on the blower and be in operating condition. Leaf blower users shall operate the leaf blower with the least amount of noise and at the lowest speed possible and keep use time as short as possible. Commercial leaf blower operators shall have in their possession a Claremont business license available for inspection on site. Prohibition of leaf blowers on City property: Use of any type of leaf blower on any City owned or maintained property is prohibited. Leaf blower use: Leaf blowers powered by installed line current or by battery may be used in the City subject to the provisions of this chapter not notwithstanding the noise standards in Chapter 16.154 of this Code. Internal combustion engine (gasoline) powered leaf blowers shall be prohibited in the City after March 1, 1991; It is unlawful for any person to use or operate within the City, any portable machine, powered with a gasoline engine or electric motor, to blow leaves, dirt and other debris off sidewalks, driveways, lawns, and other surfaces.</p>	7:00 am to 10 pm	Claremont Municipal Code
Del Mar, CA	<p>Any person violating the leaf blower law shall be guilty of an offense punishable by a fine of \$50 for the first offense and \$250 for each subsequent offense in the same calendar year. A "person" includes the owner of the property and the operator of the leaf blower.</p>	N/a	Del Mar Noise Regulations
Dobbs Ferry, NY	<p>Before April 1, 2023, gas-powered leaf blowers may be used during the hours of operation. There are no seasonal restrictions on the use of electric leaf blowers. The use of gas-powered leaf blowers is not permitted after April 1, 2023. Electric leaf blowers may continue to be used with no seasonal restrictions. The first offense is a written warning. The second offense is a \$100 fine. The third offense is a \$150 fine. The fourth offense is a \$200 fine. The fifth and any subsequent offenses are a \$250 fine.</p> <p>No person shall use or operate a leaf blower. Leaf blowers are defined as portable equipment that is powered by a self-contained fuel engine and used in any landscape, maintenance, construction, property repair, or property maintenance for the purpose of blowing, dispersing or redistributing dust, dirt, leaves, grass, clippings, cuttings, and trimming from trees, shrubs or other debris. Any person who uses or operates a leaf blower in a residential zoning district or in areas bordering a residential zoning district shall use a blower nozzle extension. No material or matter blown by leaf blowers in any portion of the city shall be blown upon neighboring properties or onto any portion of the public right-of-way, including but not limited to sidewalks, streets, storm drains, or lagoon without being immediately removed.</p>	<p>Gas-powered leaf blowers: March 15th to May 1st and September 15th to December 15th from 8:00 am until 6:00 pm on Monday through Friday and 10:00 am until 5:00 pm on Saturday, Sunday, and holidays. Electric leaf blowers: From 8:00 am until 6:00 pm on Monday through Friday and 10:00 am until 5:00 pm on Saturday, Sunday, and holidays.</p> <p>March 30th to May 15th and October 15th to the first Thursday in December from 9:00 am to 5:00 pm, Monday through Friday; 9:00 am to 4:00 pm on Saturday; 12:00 pm to 4:00 pm on Sunday; and prohibited on all recognized City holidays.</p>	Dobbs Ferry Noise Provisions Resolution
Evanston, IL	<p>All engine- or motor-powered garden or maintenance tools intended for repetitive use in residential areas, typically capable of being used by a homeowner is allowed.</p> <p>All leaf blowers are currently banned in Hastings from May 15 to October 15. Some exceptions apply. Leaf blowers cannot exceed the limiting noise levels set forth in the Village's performance standards code.</p> <p>It is unlawful for any person to operate a leaf blower within a residential zone or within one hundred feet of a residential zone outside the hours of operation. A person may not sell, offer for sale, or operate a gas-powered leaf blower in the city. Beginning in January 1, 2023, possession by a person of a gas-powered leaf blower will be prima facie evidence that that person operates the gas-powered leaf blower. The first violation will be a \$100 fine. The second violation within one year of the first violation will be \$500. A fine of \$1000 or forfeiture of the gas-powered leaf blower or a combination of forfeiture and a fine up to \$1000 for the first or subsequent violation within one year of the first violation. Police officers enforce violations.</p> <p>No ordinance for leaf blowers. Residential property: 65 dBA during daytime hours. 58 dBA during nighttime hours. Nonresidential property: 68 dBA at all times.</p> <p>Indian Wells banned gas-powered blowers in 1998, except on golf courses.</p> <p>It shall be unlawful for any person who operates a leaf blower within the City to allow any leaves, dirt, or other debris blown to enter the storm drain system. All leaves, dirt, or any other debris blown on to public property or in the public right-of-way must be cleaned up and removed.</p> <p>The city of Laguna Beach banned leaf blowers (both gas and electric in 1993).</p>	<p>7:00 am - 10:00 pm Sunday through Thursday. 8:00 am to 11:00 pm on Friday through Saturday.</p> <p>8:00 am to 6:00 pm pm any day except Sunday or a state or federal holiday, and between 9:00 am to 6:00 pm on Sunday or any state or federal holiday.</p> <p>Daytime hours: 8:00 am to 10:00 pm. Nighttime hours: 10:01 pm to 7:59 am the following day.</p> <p>N/a</p> <p>N/a</p> <p>N/a</p> <p>N/a</p>	City of Evanston's Use of Leaf Blowers Ordinance
Foster City, CA			Foster City Municipal Code: General Performance Standards: I
Farmingham, MA			Farmingham Nuisance Noise Ordinance
Hastings, NY		May 16 through October 14, 9:00 am to 5:00 pm	Hastings Leaf Blower Law
Honolulu, HI			Honolulu Ordinance Relating to Gasoline-Powered Leaf Blowers
Houston, TX			City of Houston Noise and Sound Level Regulation
Indian Wells, CA			You've Got Issues: Prohibit Noisy Leaf Blowers?
Key West, FL			Key West Leaf Blowers Ordinance
Laguna Beach, CA			The price of a blown leaf

Lawndale, CA	The use of gasoline-powered mechanical blowers or vacuums is prohibited within the city of July 1, 1997. Mechanical blower or vacuum operations (for non-gasoline powered blowers) shall not cause debris to be blown or deposited on any adjacent or other parcel of land, lot, or public right-of-way/property other than the parcel, land, or lot upon which the mechanical blower or vacuum is being operated. Mechanical blowers or vacuums (for non-gasoline powered blowers) shall not be operated in close proximity to any operable window, door, or mechanical air-intake opening or duct of any building unless with the permission of the occupants of the	N/a	Lawndale Municipal Code: Mechanical blowers or vacuums
Los Altos, CA	Operating or permitting the operation of any lawn or garden tool (except portable gasoline engine powered blowers), or similar tools outside the hours of operation is prohibited. Portable electric powered blowers used to blow leaves, dirt and other debris off sidewalks, driveways, lawns, landscape areas or other surfaces outside of the hours of operation is considered a noise disturbance. No gas-powered leaf blower shall be used within 500 feet of a residence at any time. Both the user of such a blower as well as the individual who contracted for the services of the user if any, shall be subject to the requirements of and penalty provisions for this ordinance. Violation of the provisions of this subsection shall be punishable as an infraction in an amount not to exceed \$100. The Los Angeles Police Department has primary enforcement responsibility for this Ordinance.	Operation of any lawn or garden tool (except portable gasoline engine powered blowers), or similar tool: 8:00 am to 8:00 pm on Monday through Friday or between 9:00 am to 6:00 pm on Saturday and Sunday. Portable electric powered blowers can be used between 9:00 am to 5:00 pm, seven days a week.	Los Altos: Prohibited Acts
Los Angeles, CA	No gas-powered leaf blower shall be used within 500 feet of a residence at any time. Both the user of such a blower as well as the individual who contracted for the services of the user if any, shall be subject to the requirements of and penalty provisions for this ordinance. Violation of the provisions of this subsection shall be punishable as an infraction in an amount not to exceed \$100. The Los Angeles Police Department has primary enforcement responsibility for this Ordinance.	N/a	Los Angeles Gas Powered Leaf Blower Notice
Malibu, CA	City of Malibu prohibits the use of leaf blowers, effective August 1, 2019.	N/a	Malibu Leaf Blower Notice
Mamaroneck, NY	When the use of leaf blowers is permitted, no more than one leaf blower may be operated at any time on property with an area of 5,000 square feet or less. No more than three leaf blowers shall be operated at any time on any property. Certified leaf blowers, or leaf blowers measured at 65 dB(a) or less at a distance of fifty feet by an independent laboratory per American National Standards Institute standard, as certified by the manufacturer, may be operated. Non-certified leaf blowers are prohibited. Electric blowers do not apply. Any person who uses or operates a leaf blower shall at all times use a full blower nozzle extension and earplugs. A person or entity in violation of the provisions shall be deemed guilty of an infraction and a written citation shall be issued and written notice shall be delivered or mailed to the property owner on which the violation occurred.	October 1 through May 14th from 8:00 am to 6:00 pm on weekdays and 10:00 am to 4:00 pm on Saturdays. Leaf blowers are prohibited on Sundays and holidays.	Mamaroneck Noise Regulation
Menlo Park, CA	The use of gasoline-powered leaf blowers is prohibited by the Mill Valley Municipal Code in an effort to minimize air and noise pollution. Violators could pay as much as \$500. The Township of Montclair urges landscapers and residents to limit as much as possible their use of leaf blowers and other loud machines. The Township disseminated this message to landscapers working in the Township as broadly as possible.	Mondays through Fridays from 8:00 am to 5:00 pm. Saturdays from 11 am to 3pm. Operation of leaf blowers is prohibited on Sundays, federal holidays, and on "Spare the Air" days as declared by the Bay Area Air Quality Management District.	Menlo Park Leaf Blower Ordinance
Mill Valley, CA	The use of gasoline-powered leaf blowers is prohibited by the Mill Valley Municipal Code in an effort to minimize air and noise pollution. Violators could pay as much as \$500.	N/a	Mill Valley Gas Powered Leaf Blowers are Prohibited News Flash
Montclair, NJ	The Township of Montclair urges landscapers and residents to limit as much as possible their use of leaf blowers and other loud machines. The Township disseminated this message to landscapers working in the Township as broadly as possible.	March 15th through May 15th and October 15th through December 15th	Montclair Resolution Urging a Halt to the Use of Leaf Blowers
New Rochelle, NY	Leaf blowers shall not be operated outside of the dates of operation.	October 1st through May 31st on weekends between 8:00 am and 5:00 pm, on Saturdays between 10:00 am to 5:00 pm, and on Sundays between 10:00 am and 5:00 pm.	City of New Rochelle Unreasonable Noise
Oyster Bay, NY	Leaf blowers shall not be operated outside of the dates of operation.	8:00 am to 7:00 pm on weekdays and 9:00 am to 5:00 pm on weekends and national holidays.	Town of Oyster Bay Prohibited Acts - Noise
Palm Beach, FL	Leaf blowers shall not exceed a decibel level of 65 dBA as measured at 50 feet from the point of operation. It shall be unlawful to blow trash or clippings into the public street or storm drains. No person shall operate any leaf blower which does not bear an affixed manufacturer's label indicating the model number of the leaf blower and designating a noise level not in excess of sixty-five dBA when measured from a distance of 50 feet. No person shall operate any leaf blower without attachment of all mufflers and full extension tubes supplied by the manufacturer for that leaf blower. No person shall operate any leaf blower powered by an internal combustion engine within any residential zone after July 1, 2005. Commercial operators of leaf blowers are prohibited from operating any leaf blower within the city if they do not prominently display a certificate approved by the Chief of Police verifying that the operator has been trained to operate leaf blowers according to standards adopted by the Chief of Police.	May 1st until the Monday preceding Thanksgiving from 8:00 am to 5:00 pm. Prohibited on Saturdays, Sundays, and legal holidays.	Palm Beach Lawn Maintenance Ordinance
Palo Alto, CA	Lawn maintenance equipment powered by internal-combustion engines, including, but not limited to, lawn mowers and leaf blowers, shall not be operated in the Village, except during the hours of operation.	Residential zone: Monday through Friday from 9:00 am to 5:00 pm and Saturday from 10:00 am to 4:00 pm. Non-residential zone: Monday through Friday from 8:00 am to 6:00 pm and Saturday from 10:00 am to 4:00 pm. Prohibited on Sundays and holidays. Public streets, sidewalks, and parking lots in business districts and at the Municipal Golf Course: 4:00 am to 8:00 am.	Palo Alto Noise Ordinance
Pelham, NY	From March 1st through October 31st of each year, leaf blowers which are on the City's certified list of 65 dBA, or quieter, may be operated within the City of Pelham. From November 1st through February 28th of each year, leaf blowers which are on the City's certified list of 70 dBA, or quieter, may be operated within the City of Pelham. Leaf blowers that are on the certified list of 65 dBA, or quieter, may be operated within the City of Pelham year round.	March 15th through April 30th, inclusive, and October 15th and December 15th, inclusive, of each calendar year on weekends between 8:00 am and 5:30 pm, Saturdays between 10:00 am and 5:00 pm, and Sundays and holidays between 12:00 pm and 4:00 pm.	Village of Pelham Lawn Maintenance Equipment Ordinance
Portland, OR	No ordinance for leaf blowers. Any provision violating the provisions of the Noise Ordinance shall be fined in an amount not exceeding \$1000. Each day such violation is committed or permitted to continue shall constitute a separate offense and shall be punishable. Complaints may be brought by the Portland Police or the Building Inspector of the City of Portland or his agent.	Residential zone: 7:00 am to 7:00 pm. Other zones: 7:00 am to 9:00 pm. After 9:00pm and up to 7:00 am, blower operators must meet the permitted sound levels established in the noise code and based on the specific zoning.	City of Portland Leaf Blower Regulations
Portsmouth, NH	Lawn mowers, leaf blowers, and outdoor vacuum cleaners shall have a permitted intensity of 85 dB(A).	N/a	City of Portsmouth Noise Ordinance
Rye, NY	8:00 am to 8:00 pm on weekdays and 10:00 am to 6:00 pm on weekends and holidays.		City of Rye Noise Ordinance

Santa Barbara, CA	No person shall operate any leaf blower (gas, electric, or battery powered) within the City. A leaf blower is defined as any motorized tool (gas, electric, or battery powered) used to propel fallen leaves and debris for removal. Infractions will be punishable by substantial fines to property owners, property and landscape management companies, individual operators, and/or water customers.	N/a	City of Santa Barbara Leaf Blower Ban
Santa Monica, CA	No person shall operate any leaf blower (gas, electric, or battery powered) within the City. Violations can be reported using cell phone or online on City website, email, or telephone. Address, date, and time of day must be reported. Code Compliance staff (Planning Dept.) will promptly follow-up on all inquiries.	N/a	Santa Monica Leaf Blower Ban
Sunnyvale, CA	It is unlawful for any person to operate a leaf blower on private property in or adjacent to a residential area. Effective January 1, 2000, all leaf blowers operated in or adjacent to a residential area shall operate at or below a noise level of sixty-five dBA at a distance of fifty feet, as determined by a test conducted by the American National Standards Institute or an equivalent. The dBA rating shall be prominently displayed on the leaf blower.	8:00 am to 8:00 pm	Sunnyvale Municipal Code: Noise or Sound Level
Scottsdale, AR	No person shall use a leaf blower to blow landscape waste into the public roadway	N/a	Scottsdale Municipal Code: Blowing landscape waste
Scarsdale, NY	Effective 2021, it is unlawful for any person, firm, corporation, or other entity to operate a gasoline-powered blower in the Village outside the hours of operation. Electric or battery powered blowers are not subject to these restrictions. Commencing in 2022, and in each calendar year thereafter, it shall be unlawful for any person, firm, corporation, or other entity to operate a gasoline-powered blower in the Village during the period from January 1 through December 31 on Tuesday through Friday, but not on federal holidays.	Calendar year 2021: October 1st through December 31st on Mondays and Fridays, but not on federal holidays. 2022 and each calendar year thereafter: October 1st through December 31st on Tuesday through Friday, but not on federal holidays.	Scarsdale Noise Local Law
Tampa, FL	No ordinance for leaf blowers. Provisions in the Noise Ordinance exempt sounds from blowers.	N/a	Tampa Noise Ordinance: Exemptions
Tiburon, CA	Gas-powered leaf blowers: Use prohibited in all residential areas. Use only permitted in non-residential areas during hours of operation. Electrically-powered leaf blowers: Permitted during residential and non-residential hours of operation.	Gas-powered leaf blowers in a non-residential area: 9:00 am to 4:00 pm Monday through Friday, prohibited on holidays. Electrically-powered leaf blowers in residential areas: 9:00 am to 4:00 pm on any day, prohibited on holidays. Electrically-powered leaf blowers in a non-residential area: 9:00 am to 4:00 pm Monday through Friday, prohibited on holidays.	Town of Tiburon Leaf Blower and Hedge Trimmer Regulations
Toronto, CND	No person shall emit or cause or permit the emission of sound from a power device outside of the hours of operation.	7:00 am to 7:00pm, Monday through Friday; 9:00 am to 7:00 pm on Saturdays, Sundays, and statutory holidays	Toronto Municipal Code: Noise
Vancouver, BC	A manufacturer's decal must be attached to the leaf blower that certifies it is less than 65 dBA. Noise concerns can be reported on the City's website.	Less than 50 m from a residence: Monday through Friday, 8:00 am to 6:00 pm; Saturday, 9:00 to 5:00 pm; prohibited on Sundays and holidays. More than 50 m from a residence: Monday through Friday, 7:00 am to 10:00 pm; Saturday, 7:00 am to 10:00 pm; Sundays and holidays, 10:00 am to 10:00pm.	City of Vancouver: Leaf Blowers
Westchester County, NY	Gas-powered leaf blowers are prohibited. The Police Department and Public Works Department enforce this law via warnings to first time offenders and citations to repeat offenders.	N/a	Belvedere Gas-Powered Leaf Blowers Notice
West Hollywood, CA	Gas-powered leaf blowers are prohibited. Electric leaf blowers are permitted. Noise complaint can be reported to the Department of Public Works or the Code Compliance Division.	N/a	West Hollywood Noise Code Compliance Division
White Plains, NY	The use of gas-powered leaf blowers are allowed only during the Spring and Fall clean-up period. Gas-powered leaf blowers that produce a sound level greater than 70 dBA are prohibited. Simultaneously operating more than one gas-powered leaf blower on property measuring 5,000 square feet or less is prohibited. Penalty may be a fine up to \$250. Violations are reported to the Department of Public Safety.	March 15th through May 15th and October 1st through December 15th. Monday through Friday from 8:00 am to 6:00 pm. Saturday, Sunday, and legal holidays from 10:00 am to 6:00 pm.	City of White Plains Leaf Blower Ordinance
Yonkers, NY	Gas-powered leaf and garden blower is permitted during the hours of operation. During times of emergency caused by storm, the Commissioner of Public Works may declare a temporary moratorium on the operations of this provision.	October 1 through May 31st	City of Yonkers Leaves, Clippings and Grass Cuttings Code
State of California	California will outlaw the sale of new gas-powered lawn mowers, leaf blowers and chain saws as early as 2024 under a new law signed by Gov. Gavin Newsom. The law requires all newly sold small-motor equipment primarily used for landscaping to be zero-emission — essentially to be battery-operated or plug-in — by that target date or as soon as the California Air Resources Board determined it is feasible. New portable gas-powered generators also must be zero-emission by 2028, which also could be delayed at the discretion of the state agency.	N/a	Los Angeles Times' Article California moves toward ban on gas