Village of Northbrook

Board of Trustees

REGULAR MEETING AGENDA

SANDRA "SANDY" FRUM BOARD ROOM
NORTHBROOK VILLAGE HALL, 1225 CEDAR LANE
TUESDAY, MARCH 14, 2023

7:30 PM

1. ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. MINUTES APPROVAL

A. Review and Approval of the February 28, 2023 Regular Board of Trustees Meeting Minutes

4. 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.

5. MANAGER'S REPORT

A. Northbrook Court Redevelopment & Economic Incentive Agreement

ATTACHMENTS:

- NB - Northbrook Court - Granting of Extension 3.1.2023

6. WARRANT LIST

A. Review and Approval of Payments to be Made

ATTACHMENTS:

- Payments to be Made Per Listing Dated February 16, 2023 - February 28, 2023 (Alpha & Descending Lists)

B. Review of Frontage Deposit List Dated February 27, 2023

ATTACHMENTS:

- Frontage Deposit List Dated February 27, 2023

7. PRESIDENT'S REPORT

A. COMMUNITY MOMENT

B. Commission Appointments

8. 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.23-**

A Resolution Authorizing the Execution of a Contract with A Lamp Concrete Contractors, Inc. of Schaumburg, Illinois for the Cherry Lane Underpass Reconstruction Project

ATTACHMENTS:

- Exhibit A - Cherry Lane Underpass Project Location Map
- Exhibit B - Cherry Lane Underpass Traffic Phasing

B. **RESOLUTION NO.23-**

A Resolution Appropriating Motor Fuel Tax (MFT) Funds for the Fiscal Year 2023/24 Asphalt Street Rehabilitation Program

ATTACHMENTS:

- Exhibit A - Project Location Map
- Exhibit B - BLR 09110

C. **RESOLUTION NO.23-**

A Resolution Authorizing Execution of a Contract with Mauro Sewer Construction, Inc. of Des Plaines, IL for the 2023 Water Main Replacement Program

ATTACHMENTS:

- Exhibit A-1 2023 Water Main Replacement Program
- Exhibit A-2 2023 Water Main Replacement Program

D. **RESOLUTION NO.23-**

A Resolution Approving the Annual Subscription Renewal of a Cybersecurity Information and Event Management System from Carahsoft Technology Corporation

E. **RESOLUTION NO.23-**

A Resolution Approving the Purchase of Network and Telephony Annual Maintenance from Mindsight

ATTACHMENTS:

- Attachment A - Cisco SMARTnet Renewal - Proposal - 06Mar23 - Redacted
- Attachment B - Cisco Flex On-Prem Calling - Quote - 13Feb23

F. **RESOLUTION NO.23-**

A Resolution Approving General Fund Transfers to Self-Insurance Fund

G. **RESOLUTION NO.23-**
A Resolution Authorizing an Agreement with Mad Bomber Fireworks Productions for the Fourth of July

ATTACHMENTS:
- Exhibit A - Northbrook 2023 Fireworks Agreement 2023_V3

H. **RESOLUTION NO.23-**
A Resolution Authorizing an Intergovernmental Agreement for Participation in the Mutual Aid Box Alarm System

ATTACHMENTS:
- Exhibit A - Updated MABAS Master Agreement

I. **RESOLUTION NO.23-**
A Resolution Authorizing an Agreement for Refurbishment of Fire Department Pumper Squad Unit #057 with MacQueen Equipment of Aurora, IL

ATTACHMENTS:
- FFIB resolution 22-FFR-16
- S11 quote
- quote extension

J. **RESOLUTION NO.23-**
A Resolution Authorizing an Agreement for Surplus Property Auction Services with PropertyRoom.com, Inc. of Frederick, MD

ATTACHMENTS:
- Asset Disposition Services Package_SOURCEWELL No. 012821

K. **RESOLUTION NO.23-**
A Resolution Approving an Agreement for Fire Station 12 Bathroom Remodel with F.H. Pashen, S.N. Nielsen & Associates, LLC of Chicago, Illinois

ATTACHMENTS:
- Northbrook Fire Station #12 Washroom Renovation_Budget Letter
- 22-FFR-20

L. **RESOLUTION NO.23-**
Resolution Approving Reporting Guidelines Related to School Information Sharing

M. **RESOLUTION NO.23-**
A Resolution Approving a First Amendment to the Subdivision and Development Agreement for 1000 Skokie Mixed-Use Development (1000-1200 Skokie Boulevard) (Docket No. PCD-23-01)

ATTACHMENTS:
- Exhibit A -1st Amendment to Subdivision & Development Agreement (March 2023)
- 1 - Plan Commission Resolution and Reports
- 2 - Board Prelim Minutes 9-13-22
- 3 - Staff Review Comments
- A- Tesla - Applicant Submittal

- B - Tesla - Applicant Response to Staff Comments
- C - Tesla - Survey
- D- Tsela - Site Plan, Landscape Plan, Elevations, 3D views, Utility plans
- E- Tesla - Sign Plan
- F- Tesla - Preliminary Stormwater Report
- G- Tesla-Carrier Truck Turn Exhibit
- H- Tesla - Photometrics

N. **ORDINANCE NO.23-**
An Ordinance Amending Part V of Article XI of the Northbrook Zoning Code (1988), as Amended, Regarding Authorized Exceptions (1000-1200 Skokie Blvd.) (Plan Commission Docket No. PCD-23-01)

O. **ORDINANCE NO.23-**
An Ordinance Further Amending and Restating Ordinance 2016-62 Granting Final Plan Approval, Special Permits, Yard and Setback Variations, Waivers, and Exceptions (1000-1200 Skokie Boulevard)

ATTACHMENTS:
- Exhibit A and B - Ord Amending & Restating Planned Development Ord 2016-62 (March 2023)

P. **ORDINANCE NO.23-**
An Ordinance Granting Special Permits for a Motor Vehicle Dealer with Open Sales Lot and Wall Signs, Variations, Waivers, Exceptions, and Site Plan Approval (Tesla - 1200 Skokie Boulevard) (Plan Commission Docket No. PCD-23-01)

ATTACHMENTS:
- Exhibit A
- Exhibit B - Site Plan
- Exhibit C - Landscape Plan
- Exhibit D - Elevations
- Exhibit E - Site Development and Prelim Utility Plans
- Exhibit F - Sign Plans
- Exhibit G - Unconditional Agreement and Consent

COMMITTEE REPORTS

9. ADMINISTRATION AND FINANCE

A. **ORDINANCE NO.23-**
An Ordinance Abating a Portion of the 2022 Property Tax Levy for Debt Service

B. **RESOLUTION NO.23-**
A Resolution Approving and Accepting an Economic Incentive Agreement Between the Village of Northbrook and 1000 Skokie SSD, LLC (Tesla - 1200 Skokie Boulevard)

ATTACHMENTS:
- NB - Economic Incentive Agreement - 1000 Skokie SSD (Tesla)

C. **RESOLUTION NO.23-**
A Resolution Approving FY 2023-2024 Vehicle Sticker Designs

10. PLANNING AND ECONOMIC DEVELOPMENT

A. 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.

11. COMMUNITY AND SUSTAINABILITY

A. Sustainability Commission Recommendation on Gas Powered Leaf Blowers

ATTACHMENTS:

- 1- SC Memo and Minutes 1-19-23
- 2- SC Memo 2-28-23
- 3- Final Report- Leaf Blower Working Group- 12-15-22
- 4- NB Park District Email

12. PUBLIC WORKS AND FACILITIES

A. Review and Approval of the February 7, 2023 Public Works and Facilities Committee Meeting Minutes

B. **RESOLUTION NO.23-**

A Resolution Authorizing a Contract for Landscape Maintenance services with Moore Landscapes, Inc. of Northbrook, Illinois

ATTACHMENTS:

- Exhibit A - Breakdown of Costs (Landscape Maintenance)

13. PUBLIC SAFETY

14. COMMUNICATIONS AND OUTREACH

15. REMARKS FOR THE GOOD OF THE ORDER

16. CLOSED SESSION

17. 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, March 14, 2023

MEMORANDUM
VILLAGE OF NORTHBROOK
VILLAGE MANAGER'S OFFICE

TO: BOARD OF TRUSTEES

FROM: CARA PAVLICEK, VILLAGE MANAGER

DATE: March 14, 2023

SUBJECT: UPDATE ON NORTHBROOK COURT REDEVELOPMENT & ECONOMIC INCENTIVE AGREEMENT

On August 2, 2019, the Village entered into a Redevelopment & Economic Incentive Agreement for certain property located at the shopping center commonly known as Northbrook Court. A First, Second, and Third Amendment to the Redevelopment & Economic Incentive Agreement have been approved and provide for various extensions up to and including through April 25, 2023. On March 1, 2023 the Village Manager granted the most recent extension. The letter granting the extension is attached for public information.

The Village continues to support its partnership with Brookfield Properties Development for redevelopment of Northbrook Court and believes that with this extension of time an updated plan for investing in the 100+ acre property can be presented for public review in the next 90 days. It is anticipated that the plan will serve as the foundation for ensuring the long-term viability of the mall property.

Village of
Northbrook
1225 Cedar Lane Northbrook, Illinois 60062 847.272.5050 Fax 847.272.1892 www.northbrook.il.us

February 28, 2022

Via Overnight Delivery
Northbrook Anchor Acquisition, LLC
c/o Brookfield Properties
350 N. Orleans St. Suite 300
Chicago, IL 60654
c/o Ben Freeman, Senior Vice President, Brookfield Properties Development
Adam Tritt, Chief Development Officer, Brookfield Properties

Re: Granting of Extension to that certain Redevelopment & Economic Incentive Agreement dated as of August 2, 2019 (the "Original RDA"), as amended by that certain First Amendment to Redevelopment & Economic Incentive Agreement dated as of July 27, 2021 (the "First Amendment"), that certain Second Amendment to Redevelopment & Economic Incentive Agreement dated as of July 26, 2022 (the "Second Amendment"), and that certain Third Amendment to Redevelopment & Economic Incentive Agreement dated as of December 13, 2022 (the "Third Amendment" and together with the First Amendment, Second Amendment and the Original RDA, collectively, the "RDA") with respect to the redevelopment of the Northbrook Court Shopping Center Property

Dear Mr. Freeman and Mr. Tritt:

The Village has received your request, dated February 27, 2023 for an additional extension of the Required Submittals Due Date pursuant to Section 2.A of the Third Amendment. That Section allows the Village Manager to grant an extension terminating on April 25, 2023, upon a finding that: (1) the Developer Parties have made diligent efforts and progress to proceed with the Redevelopment Project, and (2) such extension is in the best interest of the Village.

I have determined that both required conditions have been met and, therefore, I hereby grant the extension to April 25, 2023. I appreciate your continued commitment to working towards the future redevelopment of Northbrook Court.

The redevelopment of this property remains a high priority for the Village of Northbrook. I continue to appreciate Brookfield's shared recognition of the historical importance of Northbrook Court to the community as a commercial anchor and the community's desire to ensure its future viability.

Attachment: NB - Northbrook Court - Granting of Extension 3.1.2023 (6576 : Update on Northbrook Court Redevelopment & Economic Incentive

PRESIDENT
VILLAGE MANAGER
Kathryn L. Ciesla

BOARD OF TRUSTEES
Robert P. Israel
Johannah K. Hebl
Muriel J. Collison
Daniel H. Pepoon
Heather E. Ross
Joy U. Ebhomielen

VILLAGE CLERK
Debra J. Ford

Attachment: NB - Northbrook Court - Granting of Extension 3.1.2023 (6576 : Update on Northbrook Court Redevelopment & Economic Incentive

The Village Board and our professional staff look forward to discussing the master plan for the property.

Sincerely

Cara Pavlicek
Village Manager

cc: Village President and Board of Trustees
Steven M. Elrod, Village Attorney

VILLAGE OF NORTHBROOK

GENERAL LEDGER SYSTEM
WARRANT LIST

FEBRUARY 16, 2023 - FEBRUARY 28, 2023
FOR 03/14/2023 MEETING

CHECK NUMBER	VENDOR NAME	PURPOSE	AMOUNT
302022	3CMA	MEMBERSHIPS - GG	400.00
302092	A. EPSTEIN AND SONS INTERNATIONAL	PROFESSIONAL SERVICES - PW	1,232.39
302052	ACE NORTHBROOK HARDWARE & RENTAL	SUPPLIES - PW	267.70
5504(A)	ADVANCED TREE CARE	SERVICES - PW	1,015.00
5531(A)	ADVIZEX TECHNOLOGIES LLC	CONSULTING - IT	2,340.00
302023	AHEAD OF OUR TIME PUBLISHING	SUBSCRIPTION - FIN	500.00
5505(A)	AIR ONE EQUIPMENT INC	SUPPLIES - FD	3,176.00
302033	ALAN F. FRIEDMAN PH.D., INC	PSYCH EXAM - FD	1,453.75
302109	ALAN SMITH	TUITION REIMB - PD	1,016.25
302106	ALBERTA PETROSKO	TRAINING - PD	239.99
5506(A)	ALEXANDER CHEMICAL CORPORATION	SUPPLIES - PW	6,163.96
302088	ALLEGRA MARKETING, PRINT AND MAIL	PRINTING - FD	821.27
5535(A)	ALPHA BUILDING MAINTENANCE SERVICE	PROFESSIONAL SERVICES - PW	7,491.00
5534(A)	AMAZON.COM SERVICES, INC.	SUPPLIES - PD/FD/IT/FIN	1,142.53
302094	AMERICAN PRINTING TECHNOLOGIES INC	PRINTING - GG	637.13
302104	AMERICAN TAXI DISPATCH, INC	SENIOR TRANSPORTATION - FIN	245.00
302039	AMERICAN WATER WORKS ASSC II	TRAINING - PW	240.00
302107	ANGELA BAIOCCHI	TUITION REIMB - PD	2,605.18
302067	ASSOCIATION OF POLICE SOCIAL	MEMBERSHIPS - PD	200.00
302080	ATLAS BOBCAT, LLC	PARTS - PW	1,210.88
302093	BACKFLOW SOLUTIONS, INC.	SERVICES - PW	5,787.57
302084	BADE SUPPLY	SUPPLIES - PW	330.00
5508(A)	BAXTER & WOODMAN INC.	PROFESSIONAL SERVICES - PW (*)	34,408.75
302024	BOUND TREE MEDICAL, LLC	SUPPLIES - FD	62.58
302110	BRIAN RILEY	TRAINING - PD	17.03
5532(A)	CABCONNECT	SENIOR TRANSPORTATION - FIN	71.35
302025	CHICAGO TRIBUNE	SUBSCRIPTIONS - FD	235.42
302073	CINTAS CORPORATION #2	SUPPLIES - PD	452.47
302074	CINTAS CORPORATION #2	UNIFORMS - PW	145.42
5536(A)	CIVILTECH ENGINEERING, INC	PROFESSIONAL SERVICES - PW	306.60
5510(A)	CLARK DIETZ	PROFESSIONAL SERVICES - PW (*)	19,245.00
302026	COLLEGE OF DUPAGE	TRAINING - PD	1,273.00
302020	COMCAST CABLE	UTILITIES - FD	21.01
302021	COMCAST CABLE	UTILITIES - FD	95.18
302027	COMPASS MINERALS AMERICA INC	DE-ICING SALT - PW (*)	64,052.33
302095	CONQUEST PEST SOLUTIONS	SERVICES - PW	916.00
302111	CRAIG ROSCOE	TRAINING - PD	30.52
302127	DAN CRY	REIMBURSEMENT - PW	5,000.00
302122	DANIEL HERSTEDT	UNIFORMS - FD	249.99
302112	DENISE JASSO	MILEAGE REIMBURSEMENT - PD	112.01
302113	DORACELY CHAVEZ	UNIFORMS - PD	557.81
302123	ERIC BROUILETTE	TRAINING - FD	459.00
302114	ERIC GUSTASON	TRAINING - PD	22.27
302029	EVANSTON FUNERAL & CREMATION, INC	SERVICES - PD	900.00
302091	F.H. PASCHEN, S.N. NIELSEN & ASSOC	PROFESSIONAL SERVICES - PW (*)	147,063.05
5511(A)	FASTSIGNS	SUPPLIES - FIN	35.00
302030	FEDEX	SHIPPING - PW	25.30
302101	FGM ARCHITECTS INC	PROFESSIONAL SERVICES - PW (*)	33,074.10
5530(A)	FIRE SAFETY CONSULTANTS, INC	PROFESSIONAL SERVICES - FD	4,190.00
5533(A)	FIRST CHOICE COFFEE SERVICES	CANTEEN SERVICES - PW	35.16
302032	FOSTER COACH SALES INC.	PARTS - PW	370.65
302086	FUJITEC AMERICA, INC	SERVICES - PW	565.00

Attachment: Payments to be Made Per Listing Dated February 16, 2023 - February 28, 2023 (Alpha & Descending Lists) (6596 : Warrant List)

VILLAGE OF NORTHBROOK

GENERAL LEDGER SYSTEM
WARRANT LIST

FEBRUARY 16, 2023 - FEBRUARY 28, 2023
FOR 03/14/2023 MEETING

CHECK NUMBER	VENDOR NAME	PURPOSE	AMOUNT
5512(A)	GALLS, LLC	UNIFORMS - PD	556.25
302034	GOLF MILL FORD	PARTS - PW	265.03
302131	GOLF MILL FORD	PARTS - PW	32.45
5513(A)	GRAINGER	PARTS - PW	229.32
302098	GRANITE TELECOMMUNICATIONS, LLC	TELECOMMUNICATIONS - IT	2,756.83
302035	GRAYBAR ELECTRIC COMPANY INC	SUPPLIES - PW	888.48
302081	GRILL HOUSE	CULTURAL FAIR VENDOR - GG	300.00
5514(A)	HAVEY COMMUNICATIONS, INC	PARTS - PW	1,093.05
302083	HEALTH INSPECTION PROFESSIONALS INC	HEALTH INSPECTION - DPS	11,000.00
302037	HIGH PSI LTD	SUPPLIES - PW	1,645.00
302036	HOME DEPOT CREDIT SERVICES	SUPPLIES - PW	444.43
5515(A)	HUFF & HUFF, INC	PROFESSIONAL SERVICES - PW	10,616.33
302082	IFSAP	MEMBERSHIPS - FD	55.00
302038	ILLINOIS ASSOCIATION OF PROPERTY	MEMBERSHIPS - PD	35.00
302099	ILLINOIS CONTRACT GLAZING, INC	SERVICES - FIN	19,501.00
302040	ILLINOIS TACTICAL OFFICERS ASSOC	MEMBERSHIPS - PD	40.00
302041	IMAGE SPECIALTIES OF GLENVIEW	NEW ISSUE - FD	96.00
302042	INDUSTRIAL ORGANIZATIONAL SOLUTIONS	LIEUTENANTS EXAMS - PD	11,358.77
302043	INTERSTATE POWER SYSTEMS, INC.	PARTS - PW	131.78
5523(A)	J.F. WAGNER PRINTING COMPANY	PRINTING - GG	7,761.00
302044	J.G. UNIFORMS, INC.	UNIFORMS - PD	447.49
302115	JAMES PLEPEL	TRAINING - PD	52.08
302116	JAMISON HANSELMAN	UNIFORMS - PD	54.98
302124	JOEL EATON	TRAINING - FD	73.64
302085	JONES & BARTLETT LEARNING, LLC	TRAINING EQUIPMENT - FD	412.49
5516(A)	KIESLER POLICE SUPPLY, INC.	SUPPLIES - PD	5,059.76
302087	KORDICK ELECTRIC CO	EQUIPMENT MAINTENANCE - FD	150.00
302103	KOREAN CULTURAL CENTER OF CHICAGO	CULTURAL FAIR VENDOR - GG	500.00
302076	LABSOURCE, INC.	SUPPLIES - FD	549.40
302045	LAKE COUNTY PUBLIC WORKS DEPT	TESTING - PW	105.00
5517(A)	LOGSDON OFFICE SUPPLY	SUPPLIES - PD	2,317.47
5522(A)	M.E.S.	TOOLS - FD	3,234.45
302117	MARC FAINMAN	UNIFORMS - PD	172.80
302130	MARK & MICHELLE KELLNER	UTILITY REFUND - FIN	838.42
302118	MARK GRAF	UNIFORMS - PD	455.40
302125	MARTIN WEIR	TRAINING - FD	459.00
302129	MATTHEW LAUSE	UTILITY REFUND - FIN	1,009.36
5518(A)	MC MASTER-CARR SUPPLY COMPANY	SUPPLIES - PW	471.20
5519(A)	MEADE INC.	SERVICES - PW	14,669.38
302046	MENONI & MOCOGNI, INC.	SUPPLIES - PW	391.50
302100	MESCADA LLC	SERVICES - PW	1,500.00
5520(A)	METROPOLITAN INDUSTRIES	PROFESSIONAL SERVICES - PW	13,108.00
5521(A)	MGP, INC.	SERVICES - PW (*)	18,540.00
302047	MICRO CENTER SALES CORPORATION	SUPPLIES - PW	170.90
302097	MIDWEST POWER INDUSTRY, INC	MAINTENANCE - PW	10,548.74
302048	MONAHAN LAW GROUP, LLC	MEMBERSHIPS - PD	600.00
5537(A)	MONICA ARGUMEDO, MD, LLC	SERVICES - PD	500.00
302119	NANCY VACCARO	MILEAGE REIMBURSEMENT - PD	154.31
302089	NAPA AUTO PARTS	PARTS - PW	1,696.78
302054	NICOR	UTILITIES - PW	708.24
302049	NIPSTA	TRAINING - FD	600.00
302050	NIPSTA	TRAINING - FD	1,000.00

Attachment: Payments to be Made Per Listing Dated February 16, 2023 - February 28, 2023 (Alpha & Descending Lists) (6596 : Warrant List)

VILLAGE OF NORTHBROOK

GENERAL LEDGER SYSTEM
WARRANT LIST

FEBRUARY 16, 2023 - FEBRUARY 28, 2023
FOR 03/14/2023 MEETING

CHECK NUMBER	VENDOR NAME	PURPOSE	AMOUNT
302051	NIPSTA	TRAINING - FD	3,595.00
302056	NORTH SHORE GAS COMPANY	UTILITIES - PW	281.73
302053	NORTHERN ILLINOIS FIRE INSPECTORS	MEMBERSHIPS - FD	50.00
302055	NORTHERN ILLINOIS POLICE ALARM	MEMBERSHIPS - PD	6,955.00
302057	NORTHSHORE UNIVERSITY HEALTHSYSTEM	TRAINING - FD	44.25
302058	NORTHWEST FREIGHTLINER	PARTS - PW	1,844.10
302096	PACE ANALYTICAL SERVICES, LLC	SERVICES - PW	1,134.20
302059	PADDOCK PUBLICATIONS, INC.	PROFESSIONAL SERVICES - DPS	52.50
302077	PARTNERS & PAWS VETERINARY SERVICE	K-9 CARE - PD	146.00
302090	PROFESSIONAL CEMETERY SERVICES	SERVICES - PW	931.00
302060	PROMO'S 911, INC.	SUPPLIES - PD	2,021.51
302128	R G RATCLIFFE	UTILITY REFUND - FIN	8.14
5524(A)	REALTY & MORTGAGE CO.	SHF EXPENSE REIMB - FIN	32,286.20
302061	RESCUE DIRECT INC.	EQUIPMENT - FD	196.00
302126	ROBERT KINCAID	TRAINING - FD	459.00
302062	ROSATI'S PIZZA	TRAINING - FD	122.95
5507(A)	ROSE MARY JURINEK	COURT REPORTING - PD	855.00
302063	ROTARY CLUB OF NORTHBROOK	ROTARY MEMBERSHIP - GG	370.00
302064	SANTUCCI PLUMBING, INC.	SERVICES - PW	1,745.00
302120	SCOTT LUBIAK	TRAINING - PD	262.78
302065	SENTINEL TECHNOLOGIES, INC.	PROFESSIONAL SERVICES - IT	4,222.48
302121	SHARI NIVASCH	UNIFORMS - PD	98.78
302066	SHERMAN MECHANICAL INC.	SERVICES - PW	1,273.00
5525(A)	SIRCHIE	SUPPLIES - PD	60.60
5526(A)	SIRCHIE	SUPPLIES - PD	35.08
302102	SIUNIK INC	CULTURAL FAIR VENDOR - GG	450.00
302078	SMG SECURITY SYSTEMS, INC.	SERVICES - PW	95.46
302075	SNI SOLUTIONS, INC.	SUPPLIES - PW	8,550.00
302068	SUNSET FOOD MART, INC.	TRAINING - FD	506.45
302108	TERRENCE JORIA	UNIFORMS - PD	84.23
302105	THE CHINESE FINE ARTS SOCIETY	CULTURAL FAIR VENDOR - GG	200.00
302031	THE FIRST SIGNS OF FIRE	SUPPLIES - FD	169.45
302069	THOMPSON ELEVATOR INSPECTION	PROFESSIONAL SERVICES - DPS	143.00
302070	TRAFFIC CONTROL & PROTECTION INC	SUPPLIES - PW	647.15
302071	UEMSI/HTV INC.	SUPPLIES - PW	352.89
5527(A)	USALCO	SUPPLIES - PW	4,049.44
302028	W S DARLEY & COMPANY	EQUIPMENT - FD	6,391.01
5528(A)	WATER RESOURCES INC	PROFESSIONAL SERVICES - PW	6,005.00
302072	WEST SIDE TRACTOR SALES	PARTS - PW	272.50
5509(A)	XEROX BUSINESS SOLUTIONS MIDWEST	PRINTING - IT	232.40
5529(A)	ZEP SALES & SERVICE	SUPPLIES - FD	859.83
302079	ZOLL MEDICAL CORP	SUPPLIES - FD	544.88
		CLASS 'A' TOTAL	**590,468.10**

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VILLAGE OF NORTHBROOK

GENERAL LEDGER SYSTEM
WARRANT LIST

FEBRUARY 16, 2023 - FEBRUARY 28, 2023
FOR 03/14/2023 MEETING

CHECK NUMBER	VENDOR NAME	PURPOSE	AMOUNT
	CLASS 'B' WARRANTS		
301884	CALIFORNIA PIZZA KITCHEN	CULTURAL FAIR VENDOR - GG	880.00
302009	NORTH SHORE LAWNSPRINKLER	SERVICES - PW	5,077.59
2/28/23	PAYROLL	02/28/23 PAYROLL	940,211.45
5503(A)	UNITED STATES POSTAL SERVICE	REFILL POSTAGE MACHINE - FIN	5,000.00
366(E)	UPS	SHIPPING - FD	13.48
		CLASS 'B' TOTAL	**951,182.52**
		REPORT TOTAL	***1,541,650.62***

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

20 .

Village President

ATTEST: _____

Attachment: Payments to be Made Per Listing Dated February 16, 2023 - February 28, 2023 (Alpha & Descending Lists) (6596 : Warrant List)

VILLAGE OF NORTHBROOK

GENERAL LEDGER SYSTEM
WARRANT LIST

FEBRUARY 16, 2023 - FEBRUARY 28, 2023
FOR 03/14/2023 MEETING

CHECK NUMBER	VENDOR NAME	PURPOSE	AMOUNT
302091	F.H. PASCHEN, S.N. NIELSEN & ASSOC	PROFESSIONAL SERVICES - PW (*)	147,063.05
302027	COMPASS MINERALS AMERICA INC	DE-ICING SALT - PW (*)	64,052.33
5508(A)	BAXTER & WOODMAN INC.	PROFESSIONAL SERVICES - PW (*)	34,408.75
302101	FGM ARCHITECTS INC	PROFESSIONAL SERVICES - PW (*)	33,074.10
5524(A)	REALTY & MORTGAGE CO.	SHF EXPENSE REIMB - FIN	32,286.20
302099	ILLINOIS CONTRACT GLAZING, INC	SERVICES - FIN	19,501.00
5510(A)	CLARK DIETZ	PROFESSIONAL SERVICES - PW (*)	19,245.00
5521(A)	MGP, INC.	SERVICES - PW (*)	18,540.00
5519(A)	MEADE INC.	SERVICES - PW	14,669.38
5520(A)	METROPOLITAN INDUSTRIES	PROFESSIONAL SERVICES - PW	13,108.00
302042	INDUSTRIAL ORGANIZATIONAL SOLUTIONS	LIEUTENANTS EXAMS - PD	11,358.77
302083	HEALTH INSPECTION PROFESSIONALS INC	HEALTH INSPECTION - DPS	11,000.00
5515(A)	HUFF & HUFF, INC	PROFESSIONAL SERVICES - PW	10,616.33
302097	MIDWEST POWER INDUSTRY, INC	MAINTENANCE - PW	10,548.74
302075	SNI SOLUTIONS, INC.	SUPPLIES - PW	8,550.00
5523(A)	J.F. WAGNER PRINTING COMPANY	PRINTING - GG	7,761.00
5535(A)	ALPHA BUILDING MAINTENANCE SERVICE	PROFESSIONAL SERVICES - PW	7,491.00
302055	NORTHERN ILLINOIS POLICE ALARM	MEMBERSHIPS - PD	6,955.00
302028	W S DARLEY & COMPANY	EQUIPMENT - FD	6,391.01
5506(A)	ALEXANDER CHEMICAL CORPORATION	SUPPLIES - PW	6,163.96
5528(A)	WATER RESOURCES INC	PROFESSIONAL SERVICES - PW	6,005.00
302093	BACKFLOW SOLUTIONS, INC.	SERVICES - PW	5,787.57
5516(A)	KIESLER POLICE SUPPLY, INC.	SUPPLIES - PD	5,059.76
302127	DAN CRY	REIMBURSEMENT - PW	5,000.00
302065	SENTINEL TECHNOLOGIES, INC.	PROFESSIONAL SERVICES - IT	4,222.48
5530(A)	FIRE SAFETY CONSULTANTS, INC	PROFESSIONAL SERVICES - FD	4,190.00
5527(A)	USALCO	SUPPLIES - PW	4,049.44
302051	NIPSTA	TRAINING - FD	3,595.00
5522(A)	M.E.S.	TOOLS - FD	3,234.45
5505(A)	AIR ONE EQUIPMENT INC	SUPPLIES - FD	3,176.00
302098	GRANITE TELECOMMUNICATIONS, LLC	TELECOMMUNICATIONS - IT	2,756.83
302107	ANGELA BAIOCCHI	TUITION REIMB - PD	2,605.18
5531(A)	ADVIZEX TECHNOLOGIES LLC	CONSULTING - IT	2,340.00
5517(A)	LOGSDON OFFICE SUPPLY	SUPPLIES - PD	2,317.47
302060	PROMO'S 911, INC.	SUPPLIES - PD	2,021.51
302058	NORTHWEST FREIGHTLINER	PARTS - PW	1,844.10
302064	SANTUCCI PLUMBING, INC.	SERVICES - PW	1,745.00
302089	NAPA AUTO PARTS	PARTS - PW	1,696.78
302037	HIGH PSI LTD	SUPPLIES - PW	1,645.00
302100	MESCADA LLC	SERVICES - PW	1,500.00
302033	ALAN F. FRIEDMAN PH.D., INC	PSYCH EXAM - FD	1,453.75
302026	COLLEGE OF DUPAGE	TRAINING - PD	1,273.00
302066	SHERMAN MECHANICAL INC.	SERVICES - PW	1,273.00
302092	A. EPSTEIN AND SONS INTERNATIONAL	PROFESSIONAL SERVICES - PW	1,232.39
302080	ATLAS BOBCAT, LLC	PARTS - PW	1,210.88
5534(A)	AMAZON.COM SERVICES, INC.	SUPPLIES - PD/FD/IT/FIN	1,142.53
302096	PACE ANALYTICAL SERVICES, LLC	SERVICES - PW	1,134.20
5514(A)	HAVEY COMMUNICATIONS, INC	PARTS - PW	1,093.05
302109	ALAN SMITH	TUITION REIMB - PD	1,016.25
5504(A)	ADVANCED TREE CARE	SERVICES - PW	1,015.00
302129	MATTHEW LAUSE	UTILITY REFUND - FIN	1,009.36
302050	NIPSTA	TRAINING - FD	1,000.00

Attachment: Payments to be Made Per Listing Dated February 16, 2023 - February 28, 2023 (Alpha & Descending Lists) (6596 : Warrant List)

VILLAGE OF NORTHBROOK

GENERAL LEDGER SYSTEM
WARRANT LIST

FEBRUARY 16, 2023 - FEBRUARY 28, 2023
FOR 03/14/2023 MEETING

CHECK NUMBER	VENDOR NAME	PURPOSE	AMOUNT
302090	PROFESSIONAL CEMETERY SERVICES	SERVICES - PW	931.00
302095	CONQUEST PEST SOLUTIONS	SERVICES - PW	916.00
302029	EVANSTON FUNERAL & CREMATION, INC	SERVICES - PD	900.00
302035	GRAYBAR ELECTRIC COMPANY INC	SUPPLIES - PW	888.48
5529(A)	ZEP SALES & SERVICE	SUPPLIES - FD	859.83
5507(A)	ROSE MARY JURINEK	COURT REPORTING - PD	855.00
302130	MARK & MICHELLE KELLNER	UTILITY REFUND - FIN	838.42
302088	ALLEGRA MARKETING, PRINT AND MAIL	PRINTING - FD	821.27
302054	NICOR	UTILITIES - PW	708.24
302070	TRAFFIC CONTROL & PROTECTION INC	SUPPLIES - PW	647.15
302094	AMERICAN PRINTING TECHNOLOGIES INC	PRINTING - GG	637.13
302048	MONAHAN LAW GROUP, LLC	MEMBERSHIPS - PD	600.00
302049	NIPSTA	TRAINING - FD	600.00
302086	FUJITEC AMERICA, INC	SERVICES - PW	565.00
302113	DORACELY CHAVEZ	UNIFORMS - PD	557.81
5512(A)	GALLS, LLC	UNIFORMS - PD	556.25
302076	LABSOURCE, INC.	SUPPLIES - FD	549.40
302079	ZOLL MEDICAL CORP	SUPPLIES - FD	544.88
302068	SUNSET FOOD MART, INC.	TRAINING - FD	506.45
302023	AHEAD OF OUR TIME PUBLISHING	SUBSCRIPTION - FIN	500.00
302103	KOREAN CULTURAL CENTER OF CHICAGO	CULTURAL FAIR VENDOR - GG	500.00
5537(A)	MONICA ARGUMEDO, MD, LLC	SERVICES - PD	500.00
5518(A)	MC MASTER-CARR SUPPLY COMPANY	SUPPLIES - PW	471.20
302123	ERIC BROUILETTE	TRAINING - FD	459.00
302125	MARTIN WEIR	TRAINING - FD	459.00
302126	ROBERT KINCAID	TRAINING - FD	459.00
302118	MARK GRAF	UNIFORMS - PD	455.40
302073	CINTAS CORPORATION #2	SUPPLIES - PD	452.47
302102	SIUNIK INC	CULTURAL FAIR VENDOR - GG	450.00
302044	J.G. UNIFORMS, INC.	UNIFORMS - PD	447.49
302036	HOME DEPOT CREDIT SERVICES	SUPPLIES - PW	444.43
302085	JONES & BARTLETT LEARNING, LLC	TRAINING EQUIPMENT - FD	412.49
302022	3CMA	MEMBERSHIPS - GG	400.00
302046	MENONI & MOCOGNI, INC.	SUPPLIES - PW	391.50
302032	FOSTER COACH SALES INC.	PARTS - PW	370.65
302063	ROTARY CLUB OF NORTHBROOK	ROTARY MEMBERSHIP - GG	370.00
302071	UEMSI/HTV INC.	SUPPLIES - PW	352.89
302084	BADE SUPPLY	SUPPLIES - PW	330.00
5536(A)	CIVILTECH ENGINEERING, INC	PROFESSIONAL SERVICES - PW	306.60
302081	GRILL HOUSE	CULTURAL FAIR VENDOR - GG	300.00
302056	NORTH SHORE GAS COMPANY	UTILITIES - PW	281.73
302072	WEST SIDE TRACTOR SALES	PARTS - PW	272.50
302052	ACE NORTHBROOK HARDWARE & RENTAL	SUPPLIES - PW	267.70
302034	GOLF MILL FORD	PARTS - PW	265.03
302120	SCOTT LUBIAK	TRAINING - PD	262.78
302122	DANIEL HERSTEDT	UNIFORMS - FD	249.99
302104	AMERICAN TAXI DISPATCH, INC	SENIOR TRANSPORTATION - FIN	245.00
302039	AMERICAN WATER WORKS ASSC II	TRAINING - PW	240.00
302106	ALBERTA PETROSKO	TRAINING - PD	239.99
302025	CHICAGO TRIBUNE	SUBSCRIPTIONS - FD	235.42
5509(A)	XEROX BUSINESS SOLUTIONS MIDWEST	PRINTING - IT	232.40
5513(A)	GRAINGER	PARTS - PW	229.32

Attachment: Payments to be Made Per Listing Dated February 16, 2023 - February 28, 2023 (Alpha & Descending Lists) (6596 : Warrant List)

VILLAGE OF NORTHBROOK

GENERAL LEDGER SYSTEM
WARRANT LIST

FEBRUARY 16, 2023 - FEBRUARY 28, 2023
FOR 03/14/2023 MEETING

CHECK NUMBER	VENDOR NAME	PURPOSE	AMOUNT
302067	ASSOCIATION OF POLICE SOCIAL	MEMBERSHIPS - PD	200.00
302105	THE CHINESE FINE ARTS SOCIETY	CULTURAL FAIR VENDOR - GG	200.00
302061	RESCUE DIRECT INC.	EQUIPMENT - FD	196.00
302117	MARC FAINMAN	UNIFORMS - PD	172.80
302047	MICRO CENTER SALES CORPORATION	SUPPLIES - PW	170.90
302031	THE FIRST SIGNS OF FIRE	SUPPLIES - FD	169.45
302119	NANCY VACCARO	MILEAGE REIMBURSEMENT - PD	154.31
302087	KORDICK ELECTRIC CO	EQUIPMENT MAINTENANCE - FD	150.00
302077	PARTNERS & PAWS VETERINARY SERVICE	K-9 CARE - PD	146.00
302074	CINTAS CORPORATION #2	UNIFORMS - PW	145.42
302069	THOMPSON ELEVATOR INSPECTION	PROFESSIONAL SERVICES - DPS	143.00
302043	INTERSTATE POWER SYSTEMS, INC.	PARTS - PW	131.78
302062	ROSATI'S PIZZA	TRAINING - FD	122.95
302112	DENISE JASSO	MILEAGE REIMBURSEMENT - PD	112.01
302045	LAKE COUNTY PUBLIC WORKS DEPT	TESTING - PW	105.00
302121	SHARI NIVASCH	UNIFORMS - PD	98.78
302041	IMAGE SPECIALTIES OF GLENVIEW	NEW ISSUE - FD	96.00
302078	SMG SECURITY SYSTEMS, INC.	SERVICES - PW	95.46
302021	COMCAST CABLE	UTILITIES - FD	95.18
302108	TERRENCE JORIA	UNIFORMS - PD	84.23
302124	JOEL EATON	TRAINING - FD	73.64
5532(A)	CABCONNECT	SENIOR TRANSPORTATION - FIN	71.35
302024	BOUND TREE MEDICAL, LLC	SUPPLIES - FD	62.58
5525(A)	SIRCHIE	SUPPLIES - PD	60.60
302082	IFSAP	MEMBERSHIPS - FD	55.00
302116	JAMISON HANSELMAN	UNIFORMS - PD	54.98
302059	PADDOCK PUBLICATIONS, INC.	PROFESSIONAL SERVICES - DPS	52.50
302115	JAMES PLEPEL	TRAINING - PD	52.08
302053	NORTHERN ILLINOIS FIRE INSPECTORS	MEMBERSHIPS - FD	50.00
302057	NORTHSHORE UNIVERSITY HEALTHSYSTEM	TRAINING - FD	44.25
302040	ILLINOIS TACTICAL OFFICERS ASSOC	MEMBERSHIPS - PD	40.00
5533(A)	FIRST CHOICE COFFEE SERVICES	CANTEEN SERVICES - PW	35.16
5526(A)	SIRCHIE	SUPPLIES - PD	35.08
5511(A)	FASTSIGNS	SUPPLIES - FIN	35.00
302038	ILLINOIS ASSOCIATION OF PROPERTY	MEMBERSHIPS - PD	35.00
302131	GOLF MILL FORD	PARTS - PW	32.45
302111	CRAIG ROSCOE	TRAINING - PD	30.52
302030	FEDEX	SHIPPING - PW	25.30
302114	ERIC GUSTASON	TRAINING - PD	22.27
302020	COMCAST CABLE	UTILITIES - FD	21.01
302110	BRIAN RILEY	TRAINING - PD	17.03
302128	R G RATCLIFFE	UTILITY REFUND - FIN	8.14
		CLASS 'A' TOTAL	**590,468.10**

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VILLAGE OF NORTHBROOK

GENERAL LEDGER SYSTEM
WARRANT LIST

FEBRUARY 16, 2023 - FEBRUARY 28, 2023
FOR 03/14/2023 MEETING

CHECK NUMBER	VENDOR NAME	PURPOSE	AMOUNT
	CLASS 'B' WARRANTS		
2/28/23	PAYROLL	02/28/23 PAYROLL	940,211.45
302009	NORTH SHORE LAWNSPRINKLER	SERVICES - PW	5,077.59
5503(A)	UNITED STATES POSTAL SERVICE	REFILL POSTAGE MACHINE - FIN	5,000.00
301884	CALIFORNIA PIZZA KITCHEN	CULTURAL FAIR VENDOR - GG	880.00
366(E)	UPS	SHIPPING - FD	13.48
		CLASS 'B' TOTAL	**951,182.52**
		REPORT TOTAL	***1,541,650.62***

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

20 .

Village President

ATTEST: _____

Attachment: Payments to be Made Per Listing Dated February 16, 2023 - February 28, 2023 (Alpha & Descending Lists) (6596 : Warrant List)

VILLAGE OF NORTHBROOK

GENERAL LEDGER SYSTEM
WARRANT LIST

FEBRUARY 27 , 2023 FRONTAGE DEPOSIT REFUNDS

CHECK NUMBER	VENDOR NAME	PURPOSE	AMOUNT
302010	BENJAMIN PECARO	FRONTAGE DEPOSIT REFUND ®	2,092.80
302011	SCOTT SIMPSON BUILDERS, INC.	FRONTAGE DEPOSIT REFUND ®	1,500.00
302012	QUALITY PLUMBING SERVICES	FRONTAGE DEPOSIT REFUND ®	500.00
302013	PERMA-SEAL BASEMENT SYSTEMS INC	FRONTAGE DEPOSIT REFUND ®	500.00
302014	ANIX, INC	FRONTAGE DEPOSIT REFUND ®	1,000.00
302015	ART IN AUTOMATIC LAWN SPRINKLERS	FRONTAGE DEPOSIT REFUND ®	500.00
302016	ROSSITZA & CHRISTOPHER DIEDRICH	FRONTAGE DEPOSIT REFUND ®	1,000.00
302017	ROSIE DIEDRICH	FRONTAGE DEPOSIT REFUND ®	2,400.00
302018	TOP TIER REMODELING CORPORATION	FRONTAGE DEPOSIT REFUND ®	3,400.00
302019	WILLIAM RYAN HOMES INC. - CHICAGO	FRONTAGE DEPOSIT REFUND ®	1,000.00
		CLASS 'A' TOTAL	13,892.80

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: _____

Attachment: Frontage Deposit List Dated February 27, 2023 (6597 : Frontage Deposit)

MEMORANDUM
VILLAGE OF NORTHBROOK
VILLAGE MANAGER'S OFFICE

TO: CARA PAVLICEK, VILLAGE MANAGER

FROM: DEBRA FORD, VILLAGE CLERK

DATE: March 14, 2023

SUBJECT: COMMISSION APPOINTMENTS

With the Board's approval and consent, the following appointments will be made at the March 14, 2023 Board Meeting:

Economic Strategy Commission

Matt Cassidy - (Appointment) Expires 2026

Michael Nortman (Appointment) Expires 2025

Senior Services Commission -

Emmeline Hazaray (Appointment) Expires 2025

MEMORANDUM
VILLAGE OF NORTHBROOK
PUBLIC WORKS

TO: CARA PAVLICEK, VILLAGE MANAGER

FROM: KELLY HAMILL, DIRECTOR OF PUBLIC WORKS

DATE: March 14, 2023

SUBJECT: A RESOLUTION AUTHORIZING A CONTRACT FOR CHERRY LANE UNDERPASS RECONSTRUCTION

The concrete panel joints along Cherry Lane between Meadow Road and Cedar Lane have significantly deteriorated and, as a result, this roadway is in need of reconstruction. This stretch of roadway is critical to emergency service delivery, as it is one of two grade separated intersections between the Village's roadway network and the Metra Railroad line. As this section of roadway is critical, staff recommended reconstructing and converting it from concrete to asphalt to minimize future maintenance and construction downtime. A map depicting the scope of work is attached as **Exhibit A**.

The reconstruction of the Cherry Lane underpass was first included in the Village of Northbrook's 2022-2027 and 2023-2028 Capital Improvement Plans (CIPs). This project was highlighted in the presentations of both those CIPs during which feedback regarding school traffic, accessibility during summertime events, inconvenience to residents, and access for emergency vehicles was provided.

The Cherry Lane Underpass Reconstruction project was designed and prepared by Village Staff. During the Summer/Fall of 2022 Staff gathered relevant survey information for the corridor and began to evaluate key considerations for the project. Several of these key considerations are summarized below.

First, the Cherry Lane corridor is referenced in the Village's Master Bicycle and Pedestrian Plan (MBPP) for the implementation of conventional bike lanes. Staff evaluated the cross section of Cherry Lane to determine whether conventional Bike Lanes were feasible and found that it was. The east bound direction currently has enough room to accommodate a bike lane while the west bound direction currently does not. To provide the space necessary for future implementation of conventional bike lanes as outlined in the MBPP, Staff determined that the median width could be decreased and the west bound lane width increased.

Second, the Cherry Lane Underpass is currently a concrete panel street that the Village would like to convert to asphalt to allow for simplified future maintenance. Any future resurfacing of this section of Cherry Lane would cause limited traffic disruption due to the differences in maintaining an asphalt versus a concrete roadway. The Village tasked its environmental testing consultant to conduct four soil borings along Cherry Lane to determine the current condition of the subbase and what is required for reconstruction. The consultant conducted the borings and found that the subbase was in poor condition and, if the Village were to move forward with reconstruction, a new base should be installed. This requires the further undercut of the unsuitable soils and installation of an 8" aggregate subbase.

Third, the Cherry Lane Underpass is an important access route from one side of the Village to the other, particularly when the Shermer Road at grade railroad crossing gates are down. Village Staff discussed the potential staging and/or detouring that would be required as part of the project. Staff held meetings

and gathered input from local contractors, consultants, and the Illinois Department of Transportation (IDOT) to evaluate potential construction staging options for the project. Additionally, staff discussed the project with the Fire and Police Departments and found that partial closure of the Cherry Lane Underpass may slightly delay response times in certain situations.

Staff is cognizant of the inconvenience to the community that is presented by the closure of the Cherry Lane Underpass for an extended period of time. Staff took these concerns expressed by the Village Board and prepared traffic staging plans to allow for one way traffic during the project. During Phase I of construction, the westbound lane will be closed with the eastbound lane open. During Phase II of construction, the eastbound lane will be closed with the westbound lane open. The westbound lane work must be completed first due to the widening of the lane required on that side. Cherry Lane would maintain at least one way traffic during the duration of construction with a detour established for the other direction. The contract for the work was structured to aggressively complete the work to reduce the inconvenience to the community. The contractor will start work in the beginning of May with the road closure occurring around May 10. The project is estimated to take at eight weeks. However, the project area does pose construction concerns when rebuilding the base. The proximity to the Metra Bridge and low elevation at the underpass relative to surrounding areas is more susceptible to weather and flooding, which could extend the project timeline. Maps depicting detour routes during Phase I and Phase II of construction is attached as **Exhibit B**.

In January 2023, staff advertised to bidders in the *Northbrook Star,* as well as on the Village's website. Staff prepared and issued bid packages for this work on Thursday, January 26. On Thursday, February 16, the Village received five sealed bids. After review, staff determined that the lowest responsive bid was received from A Lamp Concrete Contractors, Inc. of Schaumburg, Illinois ("Contractor"), in the amount of $584,330.61. The bids are summarized in Table 1.

Table 1 - Summary of Bids	
Contractor	**Bid Total**
A Lamp Concrete Contractors, Inc.	$584,331
Chicagoland Paving Contractors, Inc.	$605,000
Schroeder Asphalt Services	$613,539
Landmark Contractors, Inc.	$715,271
Brothers Asphalt Paving, Inc.	$826,881

The Contractor has recently performed similar work for the Village of Northbrook, the Village of Winnetka, and the Village of Deerfield. All references were pleased with the Contractor's work, and staff is confident that the Contractor can complete the work as specified.

The Fiscal Year 2023/24 Draft Budget provides sufficient funds for this project in Account No. 40-7400-531-19 (Concrete Streets). A 10% contingency in the amount of $58,433 is requested to cover any additional work that may become necessary due to unforeseen field conditions for a total spending authority of $642,764.

Fiscal Year	Acct. Name	Acct. #	Budget	Available	Requested	Remaining	Within Budget?
2023/2024	Concrete Streets	40-7400-531-19	$1,015,000	$1,015,000	$642,764	$372,236	Yes

Staff recommends Village Board approval of a Resolution authorizing a construction contract with A

Lamp Concrete Contractors, Inc. of Schaumburg, Illinois in the amount of $584,331, plus a 10% contingency in the amount of $58,433 for a total not to exceed cost of $642,764. Staff will be in attendance at the Village Board meeting to answer any questions.

Resolution (ID # 6529)

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 Execution of a Contract with A Lamp Concrete Contractors, Inc. of Schaumburg, Illinois for the Cherry Lane Underpass Reconstruction Project

is hereby adopted, as follows:

Section 1. Recitals

The reconstruction of the Cherry Lane Underpass is included in the Village of Northbrook's 2024-2028 Capital Improvement Plans for construction in Fiscal Year 2023/24. The concrete panel joints along Cherry Lane have significantly deteriorated and, as a result, this roadway is in need of reconstruction. Staff prepared engineering plans for the reconstruction of Cherry Lane Underpass from Cedar Lane to Meadow Road ("***Project***").

Staff prepared bid packages for the construction of the Project. On February 16, 2023, five sealed, responsive bids were received. The lowest responsible bid was received from A Lamp Concrete Contractors, Inc. of Schaumburg, Illinois ("***Contractor***") in the amount of $584,331. The Draft Fiscal Year 2023/2024 Budget provides sufficient funds for the Project in Account No. 40-7400-531-19 (Concrete Streets). The President and the Board of Trustees intend to retain this funding in the Final Fiscal Year 2023/2024 Budget as approved.

Based on these factors, staff recommends entering into a contract with the Contractor in the amount of $584,331 ("***Contract***") for the Project. Due to various unforeseeable factors and field conditions associated with this Project, Village Staff recommends authorizing the Village Manager to enter into one or more change orders to the Contract for additional unforeseen items of work necessary to complete the project in an amount not to exceed $58,433.

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

Section 2. Approval of the Contract

The Contract shall be, and is hereby, approved in a form acceptable to the Village Attorney and the Village Manager.

Section 3. Authorization to Execute Contract

The Village Manager shall be, and is hereby, authorized and directed to execute and seal, on behalf of the Village, the Contract only after receipt by the Village Clerk of at least three original copies of the Contract executed by the Contractor; provided, however, that if such executed copies of the Contract are not received by the Village Clerk within 30 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.

Section 4. Authorization to Execute Change Orders.

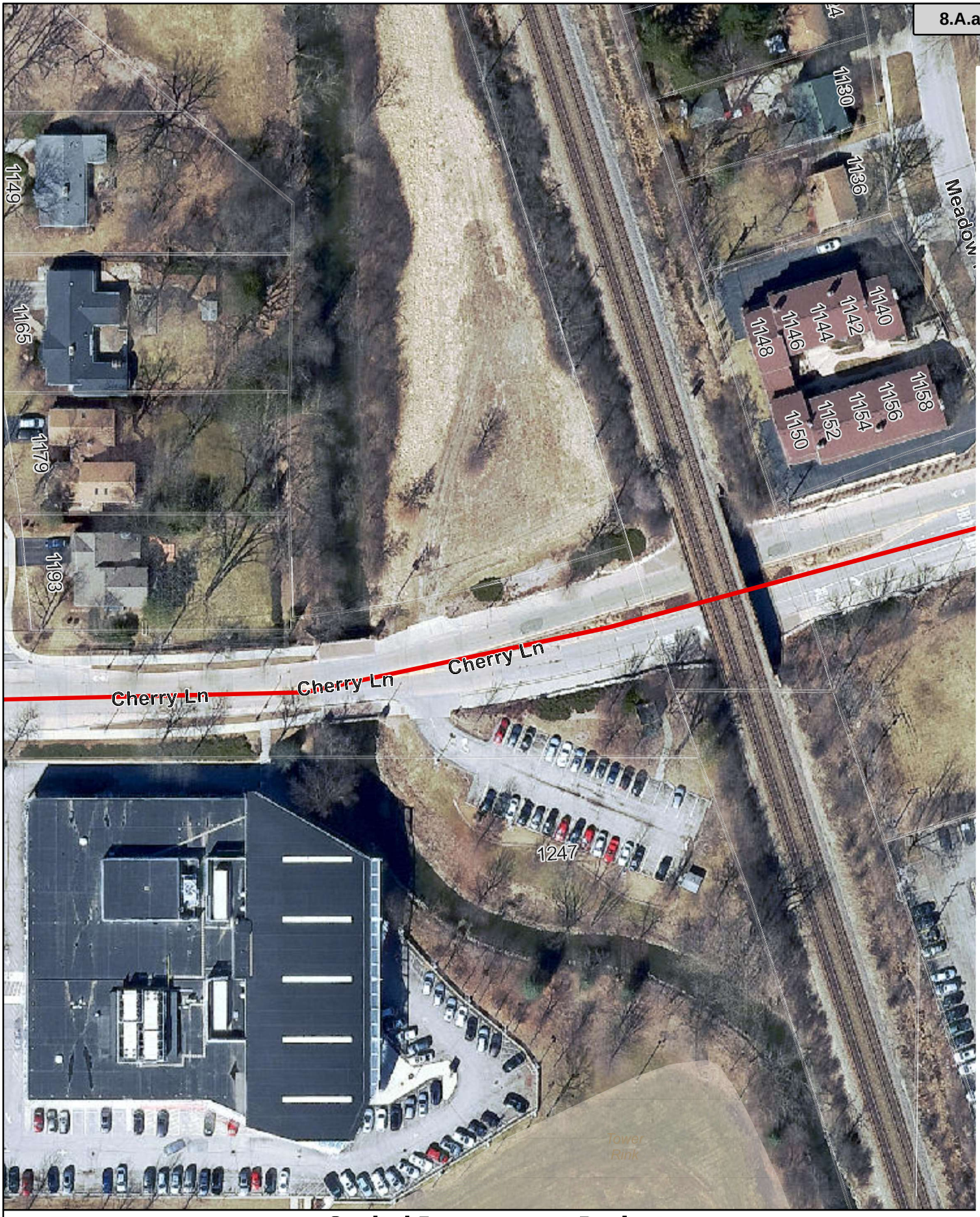
The Village Manager is authorized to execute one or more Contract Change Orders for additional work consisting of additional unforeseen items of work related to, or arising from other work contemplated by, the scope of work in the Contract in the amount of $58,433, subject to the Village Manager making the necessary determination that the work contemplated by the change order complies with Section 33E-9 of Article 33E of the Criminal Code of 1961 and placing a copy of such determinations in the Contract file.

Scheduled: 3/14/2023

ATTEST:

Village President

Village Clerk



Asphalt Resurfacing

GIS Consortium 7/12/2022

Capital Improvment Projects

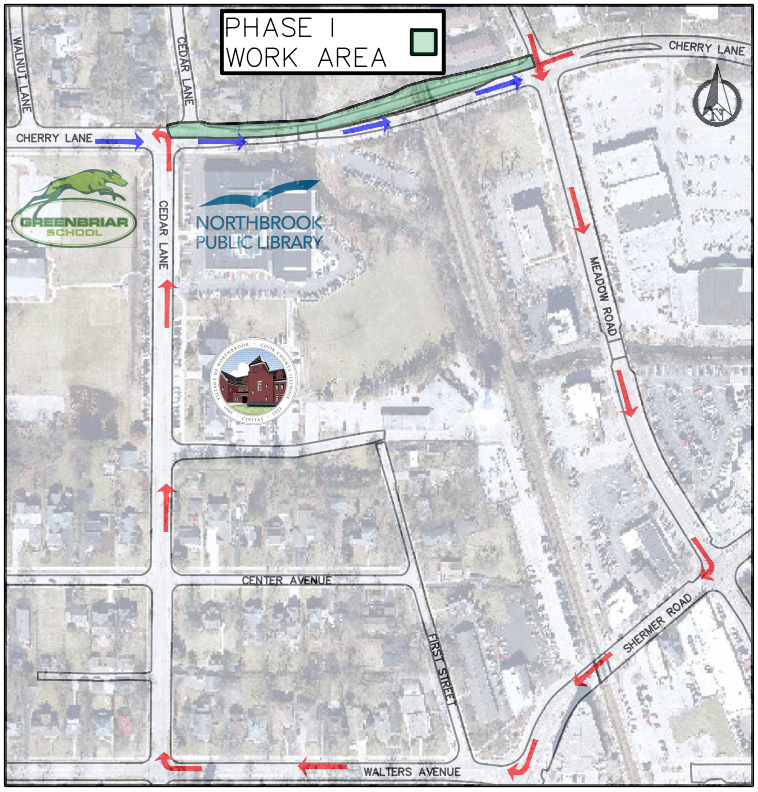
EXHIBIT A

2023 - 2024

0 30 60 120

N

Attachment: Exhibit A - Cherry Lane Underpass Project Location Map (6529 : A Resolution Authorizing a Contract for Cherry Lane Underpass



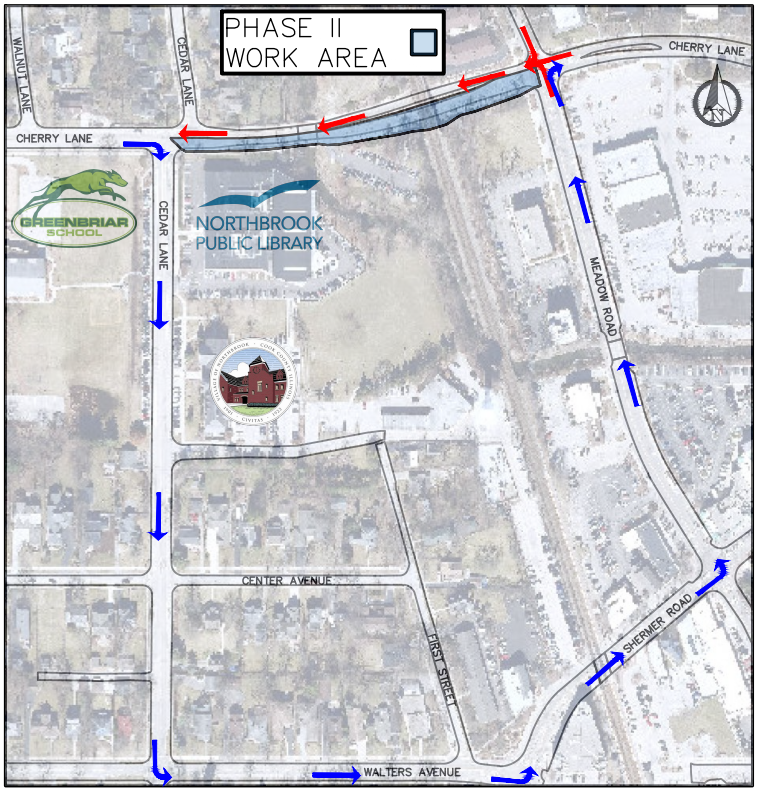


Exhibit B

Attachment: Exhibit B - Cherry Lane Underpass Traffic Phasing (6529 : A Resolution Authorizing a Contract for Cherry Lane Underpass

MEMORANDUM
VILLAGE OF NORTHBROOK
PUBLIC WORKS

TO: CARA PAVLICEK, VILLAGE MANAGER

FROM: KELLY HAMILL, PUBLIC WORKS DIRECTOR

DATE: March 14, 2023

SUBJECT: A RESOLUTION APPROPRIATING MFT FUNDS FOR THE FY 2023/24 ASPHALT REHABILITATION PROGRAM

The Village utilizes Motor Fuel Tax (MFT) funds to finance its annual asphalt street rehabilitation program. MFT funds are derived from the sale of gasoline and diesel fuel purchased within the State and are appropriated to municipal, township, county and other transportation agencies based on set formulas for use in road and transportation projects. The Village anticipates that it will receive $1,495,000 in MFT funds in Fiscal Year 2023/24. MFT revenues do not have to be used in the year they are received. With approximately 75% of the Village's street system being comprised of asphalt, these funds are a critical component in improving and maintaining the condition of the Village's road network.

The Village's asphalt rehabilitation program primarily consists of pavement removal (milling) and resurfacing. Each year during the Capital Improvement Plan (CIP) process, the Village selects the streets to be included in the program based on a number of factors. These factors include results and recommendations from our computerized assessment, staff evaluations, the condition of adjacent streets, planned future infrastructure improvements, and available funding. The streets selected for rehabilitation (as identified in the FY2024-2028 CIP) this year using MFT funds include the following:

FY2023/2024 Asphalt Street Reconstruction & Rehabilitation Program					
Street	**Section**	**Condition Rating**	**Last Paved**	**Square Yards**	**Cost**
Ash Lane	Entire Segment	2 - Many Failures	2004/2005	8,641	$373,381
Butternut Lane	Ash Lane - Crabtree Lane	3 - Limited Failures	2009	931	$30,360
Butternut Lane	Techy Road - Dehne Road	3 - Limited Failures	2011	2,382	$52,794
Cedar Lane	Ash Lane (northern intersection) - Ash Lane (southern intersection)	3 - Limited Failures	2005	5,991	$205,442
Peachtree Lane	Western Avenue - Cedar Lane	2 - Many Failures	2005	4,929	$167,018
Penfold Place	Techny Road - Dehne Road	3 - Limited Failures	2011	2,604	$56,233
Summerton Place	Techny Road - Dehne Road	2 - Many Failures	2011	4,786	$72,417
Holly Court	Floral Drive -	1 - Poor	2007	1,047	$37,837

	Oliver Lane				
Total				**31,311**	**$995,482**

Maps of these street segments are attached as **Exhibit A**. Staff anticipates completing this work in the fall after the completion of the Fiscal Year 2023/24 water main replacement on these streets. The estimated MFT funding required to rehabilitate these streets is $995,482. The remaining MFT funds will be used for debt service on the 2013 infrastructure bonds with any remaining funds retained and utilized for future projects.

The Illinois Department of Transportation (IDOT), the State agency that administers the use of MFT funds, requires each agency receiving these funds to pass a standard Resolution (BLR Form 09110) to appropriate the necessary funding for expenditure of the allocated MFT funds. The Resolution, included as **Exhibit B**, allocates MFT funds in the amount of $995,482 to fund the pavement milling and resurfacing work for the selected streets mentioned above.

Staff recommends Village Board approval of the attached Illinois Department of Transportation Resolution, appropriating MFT revenues for the Fiscal Year 2023/24 asphalt street rehabilitation program. Staff will be present at this meeting to answer any questions that may arise.

Resolution (ID # 6514)

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 Appropriating Motor Fuel Tax (MFT) Funds for the Fiscal Year 2023/24 Asphalt Street Rehabilitation Program

is hereby adopted, as follows:

Scheduled: 3/14/2023

ATTEST:

Village President

Village Clerk



Asphalt Resurfacing

GIS Consortium 7/12/2022

Capital Improvment Projects

Asphalt Resurfacing

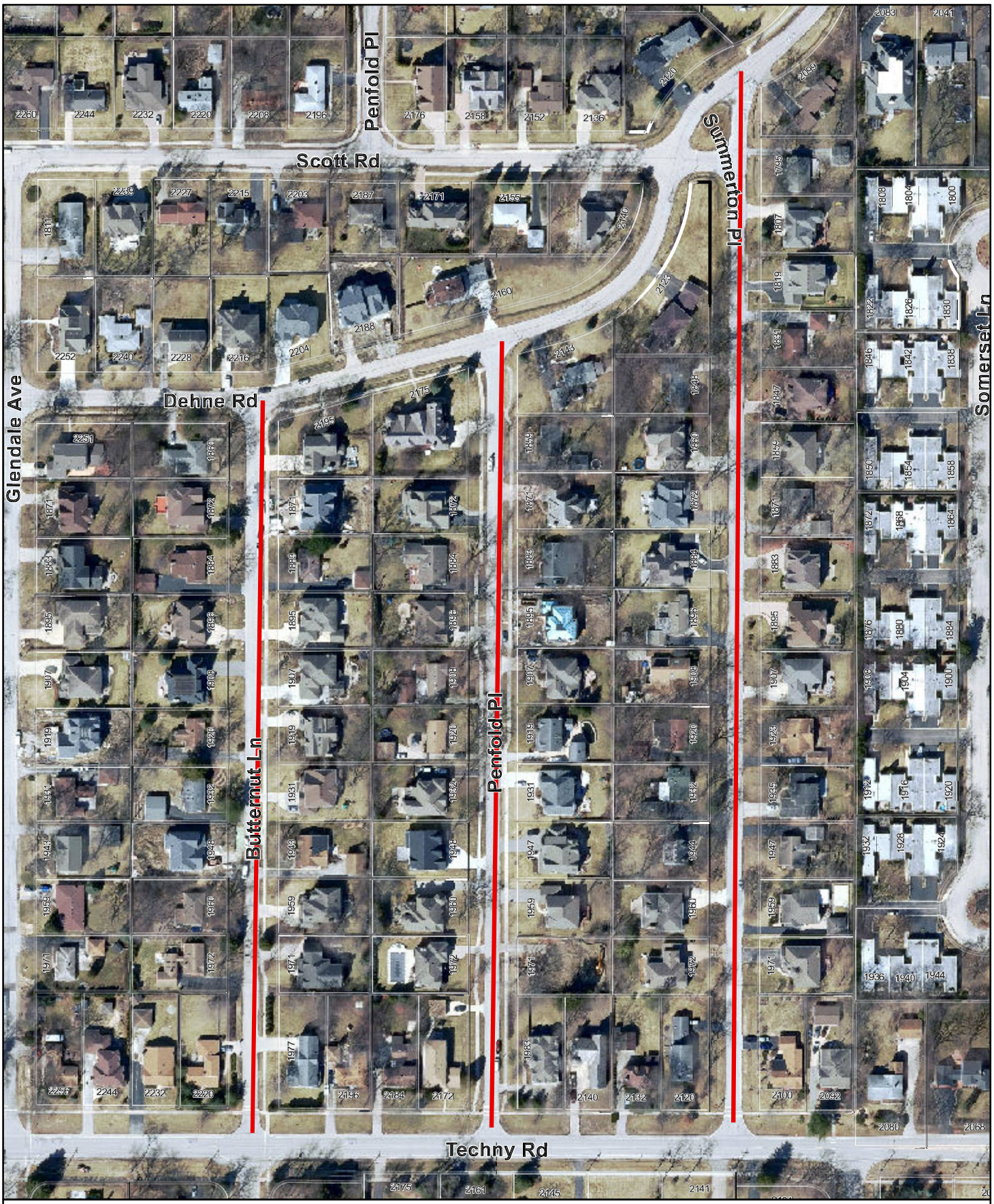
2023 - 2024

EXHIBIT A

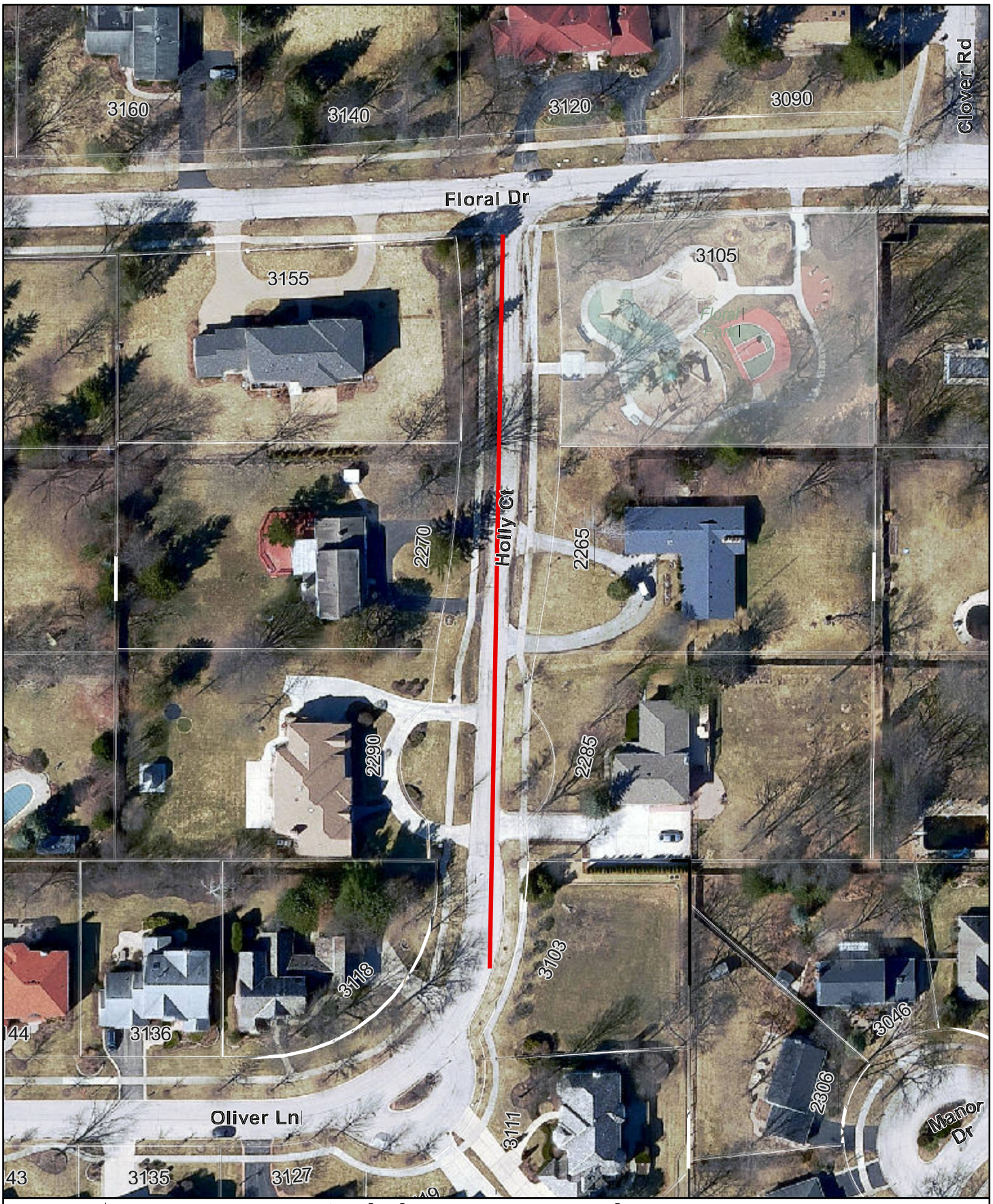
0 100 200 400 Feet

N

Attachment: Exhibit A - Project Location Map (6514 : A Resolution Appropriating MFT Funds for the FY 2023/24 Asphalt Rehabilitation Program)



Attachment: Exhibit A - Project Location Map (6514 : A Resolution Appropriating MFT Funds for the FY 2023/24 Asphalt Rehabilitation Program)



Asphalt Resurfacing

GIS Consortium

7/12/2022

Capital Improvment Projects

Asphalt Resurfacing

2023 - 2024

EXHIBIT A

0 30 60 120 Feet

N

Attachment: Exhibit A - Project Location Map (6514 : A Resolution Appropriating MFT Funds for the FY 2023/24 Asphalt Rehabilitation Program)

Illinois Department of Transportation

Resolution for Improvement Under the Illinois Highway Code

Is this project a bondable capital improvement?
☐ Yes ☒ No

Resolution Type	Resolution Number	Section Number
Original		23-00184-00-RS

BE IT RESOLVED, by the President and Board of Trustees (Governing Body Type) of the Village (Local Public Agency Type)

of Northbrook (Name of Local Public Agency) Illinois that the following described street(s)/road(s)/structure be improved under the Illinois Highway Code. Work shall be done by Contract (Contract or Day Labor).

For Roadway/Street Improvements:

Name of Street(s)/Road(s)	Length (miles)	Route	From	To
Various Streets				

For Structures:

Name of Street(s)/Road(s)	Existing Structure No.	Route	Location	Feature Crossed

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

Traffic control and protection, asphalt surface milling, curb & gutter removal/replacement, pavement patching, structure adjustments, hot mix asphalt binder & surface course placement, pavement markings, signage, and parkway restoration

2. That there is hereby appropriated the sum of nine hundred ninety five thousand four hundred eighty two Dollars ($995,482.00) for the improvement of said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, Debra Ford (Name of Clerk) Village (Local Public Agency Type) Clerk in and for said Village (Local Public Agency Type)

of Northbrook (Name of Local Public Agency) in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

President and Board of Trustees (Governing Body Type) of Northbrook (Name of Local Public Agency) at a meeting held on March 14, 2023 (Date).

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this _____ (Day) day of _____ (Month, Year).

(SEAL)

Clerk Signature & Date

Approved

Regional Engineer Signature & Date
Department of Transportation

Attachment: Exhibit B - BLR 09110 (6514 : A Resolution Appropriating MFT Funds for the FY 2023/24 Asphalt Rehabilitation Program)

Instructions for BLR 09110 - Page 1 of 2

NOTE: Form instructions should not be included when the form is submitted.

This form shall be used when a Local Public Agency (LPA) wants to construct an improvement using Motor Fuel Tax(MFT) funds. Refer to Chapter 9 of the Bureau of Local Roads and Streets Manual (BLRS Manual) for more detailed information. For signature requirements refer to Chapter 2, Section 3.05(b) of the BLRS Manual.

When filling out this form electronically, once a field is initially completed, fields requiring the same information will be auto-populated.

Is this project a bondable capital improvement?	Check Yes if the project was a bondable capital improvement, check no if it is not. An example of a bondable capital project may include, but is not limited to: project development, design, land acquisition, demolition when done in preparation for additional bondable construction, construction engineering, reconstruction of a roadway, designed overlay extension or new construction of roads, bridges, ramps, overpasses and underpasses, bridge replacement and/or major bridge rehabilitation. Permanent ADA sidewalk/ramp improvements and seeding/sodding are eligible expenditures if part of a larger capital bondable project. A bondable capital improvement project does not mean the LPA was required to sell bonds to fund the project, however the project did meet the criteria to be bondable.
Resolution Number	Enter the resolution number as assigned by the LPA, if applicable.
Resolution Type	From the drop down box choose the type of resolution: - Original would be used when passing a resolution for the first time for this project. - Supplemental would be used when passing a resolution increasing appropriation above previously passed resolutions. - Amended would be used when a previously passed resolution is being amended.
Section Number	Insert the section number of the improvement the resolution covers.
Governing Body Type	From the drop down box choose the type of administrative body. Choose Board for County; Council for a City or Town; President and Board of Trustees for a Village or Town.
LPA Type	From the drop down box choose the LPA body type. Types to choose from are: County, City, Town or Village.
Name of LPA	Insert the name of the LPA.
Contract or Day Labor	From the drop down choose either Contract or Day Labor.

Roadway/Street Improvements:

Name Street/Road	Insert the name of the Street/Road to be improved. For additional locations use the Add button.
Length	Insert the length of this segment of roadway being improved in miles.
Route	Insert the Route Number of the road/street to be improved if applicable.
From	Insert the beginning point of the improvement as it relates to the Street/Road listed to the left.
To	Insert the ending point of the improvement as it relates to the Street/Road listed to the left.

Structures:

Name Street/Road	Insert the name of the Street/Road on which the structure is located. For additional locations use the Add button.
Existing Structure No.	Insert the existing structure number this resolution covers, if no current structure insert n/a.
Route	Insert the Route number on which the structure is located.
Location	Insert the location of the structure.

Attachment: Exhibit B - BLR 09110 (6514 : A Resolution Appropriating MFT Funds for the FY 2023/24 Asphalt Rehabilitation Program)

Instructions for BLR 09110 - Page 2 of 2

Name of Clerk	Insert the name of the LPA clerk.
LPA Type	Insert the type of clerk based on the LPA type. Types to choose from are: County, City, Town or Village.
Name of LPA	Insert the name of the LPA.
Governing Body Type	Insert the type of administrative body. choose Board for County; Council for a City or Town; President and Board of Trustees for a Village or Town
Name of LPA	Insert the name of the LPA.
Date	Insert the date of the meeting.
Day	Insert the day Clerk is signing the document.
Month, Year	Insert the month and year of the Clerk's signature.Seal The Clerk shall seal the document here.
Clerk Signature	Clerk shall sign here.
Approved	The Department of Transportation shall sign and date here once approved.

A minimum of three (3) certified signed originals must be submitted to the Regional Engineer's District office. Following IDOT's approval, distribution will be as follows:

Local Public Agency Clerk
Engineer (Municipal, Consultant or County)
District

Attachment: Exhibit B - BLR 09110 (6514 : A Resolution Appropriating MFT Funds for the FY 2023/24 Asphalt Rehabilitation Program)

MEMORANDUM
VILLAGE OF NORTHBROOK
PUBLIC WORKS

TO: CARA PAVLICEK, VILLAGE MANAGER

FROM: KELLY HAMILL, PUBLIC WORKS DIRECTOR

DATE: March 14, 2023

SUBJECT: A RESOLUTION AUTHORIZING A CONTRACT FOR THE 2023 WATER MAIN REPLACEMENT PROGRAM

The Village of Northbrook is committed to investing in its infrastructure, this includes planning for and funding the routine water main replacement program. The goal of this program is to replace an average of 1.5 miles of water main each year, with a particular emphasis on 6 inch diameter cast iron water mains that have historically been the worst performing in the system. This routine water main replacement program is separate from the critical main replacement program which replaces mains at critical locations such as Dundee Road underneath the river and railroad tracks.

As part of the Fiscal Year 2023/24 Capital Improvement Plan (CIP), the 6-inch cast iron water main on Butternut Lane from Techny Road to Dehne Road, Penfold Place from Techny Road to Dehne Road, and Summerton Place from Techny Road to Dehne Road in the Northbrook Park Subdivision has been identified for replacement. This project is being combined with the replacement of the 6-inch water main on Ash Lane from Dundee Road to Butternut Lane, Peachtree Lane from Western Avenue to Cedar Lane, and Cedar Lane from Ash Lane to Ash Lane in the Highlands subdivision. A map of the proposed water main work is attached as Exhibit A-1 and A-2. The new water main will be 8-inch PVC pipe.

In February 2023, staff prepared and issued bid packages for this work and advertised to bidders on Thursday, February 2 in the *Northbrook Star* as well as on the Village's website. On Tuesday, February 21, the Village received eight sealed bids. After review, staff determined that the lowest responsive bid was received from Mauro Sewer Construction, Inc. of Des Plaines, Illinois (the ***"Contractor"***) in the amount of $2,999,898. The bids are summarized below in Table 1.

Table 1 - Summary of Bids

Contractor	Bid Total
Mauro Sewer Construction, Inc.	$2,999,898
A Lamp Concrete Contractors, Inc.	$3,698,694
J. Congdon Sewer Service, Inc.	$3,784,596
Martam Construction, Inc.	$3,837,372
Campanella & Sons, Inc.	$3,972,403
Berger Excavating Contractors, Inc.	$4,367,236
Acqua Contractors Corp.	$4,400,000
Bolder Contractors, Inc.	$4,636,776

The Contractor has recently performed similar work for the Villages of Northbrook, Glenview, and Glencoe. Additionally, the project design consultant (Baxter & Woodman Consulting Engineers) provided a letter of recommendation following a review of the bid package and two positive reference checks were completed. All references were pleased with the Contractor's work, and staff is confident that the Contractor can complete the work as specified.

The Fiscal Year 2023/2024 Draft Budget provides sufficient funds for this project in Account No. 21-4180-727-00. A 10% contingency in the amount of $299,990 is requested to cover any additional work that may become necessary due to unforeseen field conditions. The contingency is included in the amount requested in the table below.

Acct. Name	Acct. #	Budget	Available	Requested	Remaining	Within Budget?
Water Main Extension	21-4180-727-00	$5,793,675	$5,793,675	$3,299,888	$2,493,787	Yes

Staff recommends Village Board approval of a Resolution authorizing a construction contract for water main replacement with Mauro Sewer Construction, Inc. of Des Plaines, IL in the amount of $2,999,898 plus a 10% contingency in the amount of $299,990 for a total not to exceed cost of $3,299,888. Staff will be in attendance at the Village Board meeting to answer any questions.

Resolution (ID # 6533)

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 Execution of a Contract with Mauro Sewer Construction, Inc. of Des Plaines, IL for the 2023 Water Main Replacement Program

is hereby adopted, as follows:

Section 1. Recitals.

Replacement of a 6-inch cast iron water main on Butternut Lane from Techny Road to Dehne Road, Penfold Place from Techny Road to Dehne Road, Summerton Place from Techny Road to Dehne Road in the Northbrook Park Subdivision and Ash Lane from Dundee Road to Butternut Lane, Peachtree Lane from Western Avenue to Cedar Lane, and Cedar Lane from Ash Lane to Ash Lane in the Highlands subdivision ("***Project***") is included in Fiscal Year 2023/24 of the Capital Improvement Plan and has been included in the draft FY 2023/24 Budget.

In February 2023, Staff prepared bid packages for construction of the Project. On February 21, eight sealed bid proposals were received. The lowest responsive bid was received from Mauro Sewer Construction, Inc. of Des Plaines, Illinois ("***Contractor***") in the amount of $2,999,898. The Fiscal Year 2023/24 Draft Budget provides sufficient funds for the Project in Account No. 21-4180-727-00 (Water Distribution Fund). The President and Board of Trustees intend to retain this funding in the approved Fiscal Year 2023/2024 Budget.

Based on these factors, staff recommends entering into a contract with the Contractor in the amount of $2,999,898 ("***Contract***") for the Project. Due to various unforeseeable factors and field conditions associated with this Project, Village staff recommends authorizing the Village Manager to enter into one or more change orders to the Contract for unforeseen items of work necessary to complete the project in an amount not to exceed $299,990.

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

Section 2. Approval of the Contract.

The Contract shall be, and is hereby, approved in a form acceptable to the Village Attorney and the Village Manager.

Section 3. Authorization to Execute Contract.

The Village Manager shall be, and is hereby, authorized and directed to execute and seal, on behalf of the Village, the Contract only after receipt by the Village Clerk of at least three original copies of the Contract executed by the Contractor; provided, however, that if such executed copies of the Contract are not received by the Village Clerk within 30 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.

Section 4. Authorization to Execute Change Orders.

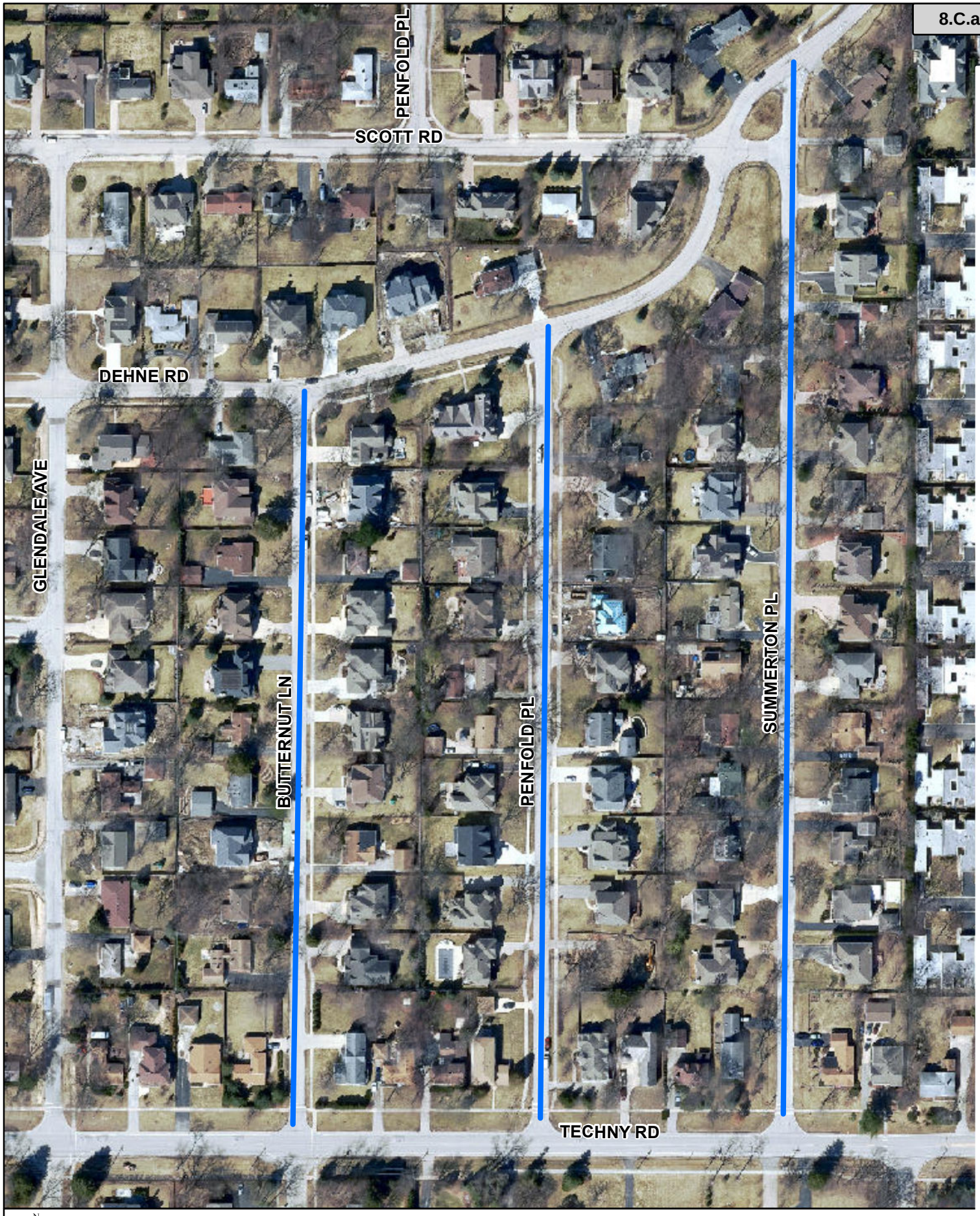
The Village Manager is authorized to execute one or more Contract Change Orders for additional work consisting of additional unforeseen items of work related to, or arising from other work contemplated by, the scope of work in the Contract in the amount of $299,990, subject to the Village Manager making the necessary determination that the work contemplated by the change order complies with Section 33E-9 of Article 33E of the Criminal Code of 1961 and placing a copy of such determinations in the Contract file.

Scheduled: 3/14/2023

ATTEST:

Village President

Village Clerk



N

Water Main Improvements Village Boundary

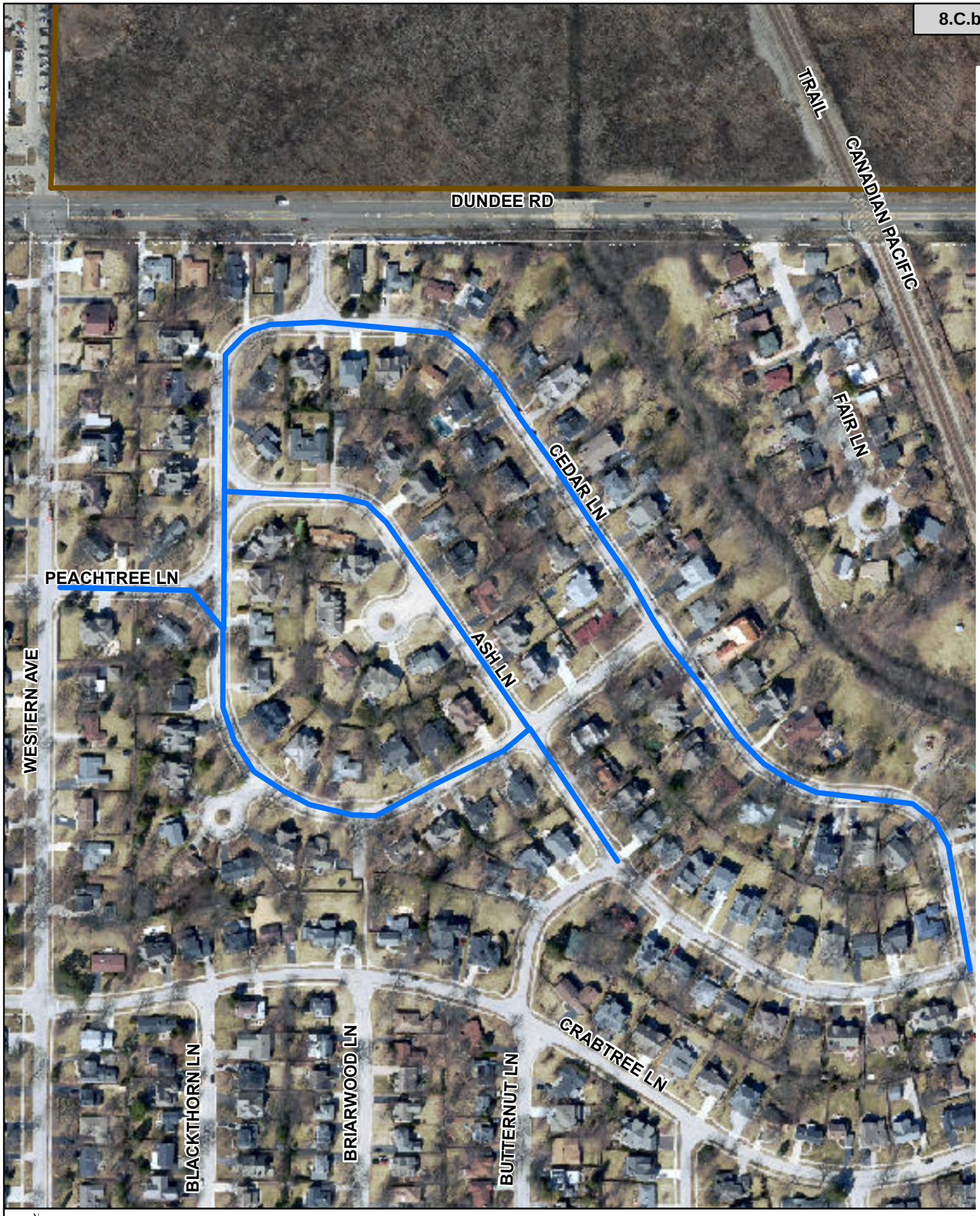
0 75 150 300 Feet

Village of Northbrook GIS - 7/27/2020

Capital Improvement Projects FY 2023-2024

Water Main Improvements

Attachment: Exhibit A-1 2023 Water Main Replacement Program (6533 : A Resolution Authorizing a Contract for the 2023 Water Main



N

Water Main Improvements Village Boundary

0 115 230 460 Feet

Village of Northbrook GIS - 7/23/2020

Capital Improvement Projects FY 2023-2024
Water Main Improvements

Attachment: Exhibit A-2 2023 Water Main Replacement Program (6533 : A Resolution Authorizing a Contract for the 2023 Water Main

MEMORANDUM
VILLAGE OF NORTHBROOK
INFORMATION TECHNOLOGY

TO: CARA PAVLICEK, VILLAGE MANAGER

FROM: LORI D. BAKER, CHIEF INFORMATION OFFICER

DATE: March 14, 2023

SUBJECT: A RESOLUTION APPROVING THE ANNUAL SUBSCRIPTION RENEWAL OF A CYBERSECURITY SYSTEM FROM CARAHSOFT

As is evident in the news, the frequency and severity of cybersecurity incidents continues to increase. These incidents are becoming more sophisticated and automated. The Village has implemented several best-in-breed cybersecurity-focused systems over the past years, focusing on prevention, detection, and mitigation. Additionally, a Security Information and Event Management (SIEM) was implemented in April 2021, which at a high level, aggregates and integrates the logs from these other systems, providing a single view of the environment. A SIEM platform also sifts through millions of event logs and provides discreet and actionable alert notifications. Additionally, by utilizing artificial intelligence (AI), a SIEM platform monitors activity in the technology environment, and learns and creates baselines on what is considered normal user and system behavior, and alerts when events appear to be outside of normal behaviors. Lastly, SIEM platforms provide forensic log data that can be used for root cause analysis during the investigation of a cybersecurity event.

Village IT staff reviewed the SIEM system that was implemented two years ago, and determined that it continues to exceed the Village's requirements. The amount of logs the system has collected and analyzed has continued to improve its baseline and further reduce the amount of "false positive" alerts. Given the benefit provided by the SIEM tool, Village IT staff recommends renewing the subscription for another year.

Previously, this annual subscription was purchased through Carahsoft, utilizing pricing from the national OMNIA Partners contract, Contract R191902. This year, Village Staff invited other partners to provide quotes on the same subscriptions to compare the OMNIA Partners contract pricing. Following is a summary of the quotes received:

Partner	Total Cost
Carahsoft - OMNIA Contract	$20,079.03
Nexum	$20,592.47
Insight Public Sector	$29,435.12
CDW-G	$21,563.49

Carahsoft, utilizing the OMNIA contract, provided the lowest cost, most responsible bid in the amount of $20,079.03 for the product modules required by the Village. The products are cloud-hosted and procured on an annual software as a service (SaaS) subscription basis.

Staff recommends Village Board approval of a resolution for a one-year agreement with Carahsoft for a SIEM solution subscription in the amount of $20,079.03. This purchase was a planned annual purchase

with funds allocated and available in the FY 2022/2023 budget in account 11-1400-523-00. Staff will be present at the March 14, 2023 Regular Board Meeting to address any questions that may arise.

Resolution (ID # 6540)

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 Subscription Renewal of a Cybersecurity Information and Event Management System from Carahsoft Technology Corporation

is hereby adopted, as follows:

Section 1. Recitals.

The Village's Annual Budget for FY 2022/2023 provides for the continued procurement of a Security Information and Event Management (SIEM) system annual subscription. Village Information Technology (IT) staff reviewed the SIEM product implemented in 2021, and agree that the current SIEM software system (***"System"***) continues to meet the cybersecurity needs of the Village.

Village staff received a quote from Carahsoft (***"Vendor"***), headquartered in Reston, Virginia, utilizing the pricing as defined on the OMNIA Partners Contract, Contract R191902, for the System modules in an annual amount not to exceed $20,079.03. The OMNIA Partners contract is made available to all state, city, county, non-profits, public and private schools, colleges and universities and all governmental entities, and meets the procurement requirements of the Village of Northbrook.

Based on these factors, Village staff recommends procuring the System 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 System 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 such payments as are necessary to complete the procurement of the System from the Vendor in a not-to-exceed amount of $20,079.03.

Scheduled: 3/14/2023

ATTEST:

_____
Village President

_____
Village Clerk

MEMORANDUM
VILLAGE OF NORTHBROOK
INFORMATION TECHNOLOGY

TO: CARA PAVLICEK, VILLAGE MANAGER

FROM: LORI D. BAKER, CHIEF INFORMATION OFFICER

DATE: March 14, 2023

SUBJECT: A RESOLUTION APPROVING THE PURCHASE OF NETWORK AND TELEPHONY ANNUAL MAINTENANCE FROM MINDSIGHT

In 2018, the Village completed significant upgrades to the technology equipment and software that provides network and telephony services for all Village Staff. These upgrades included the switches and routers, servers, and other equipment that provides these services. Included with those projects was the purchase of a five-year maintenance contract for all equipment and software.

Since we are nearing the end of that initial five-year maintenance period, Village Information Technology (IT) Staff has reviewed with the vendor the equipment and software currently deployed determining it is still within its useful and supported lifecycle provided by the vendor, and also still meets the needs of the Village. Keeping a current maintenance and support contract on critical equipment is vital to the on-going support and delivery of the Village's applications, technology services, data, and communications. A stable computer network is the foundation for all other technology services, and a stable telephony system is critical for the Village's communications. A current maintenance and support contract provides access to all upgrades and patches for the software for the year, along with unlimited access to vendor-provided technical support to troubleshoot problems, as needed.

Additionally, Cisco, the Village's network and telephony vendor, has recently changed how software licenses are sold and managed, converting and consolidating licenses into Cisco Flex licensing. Flex licensing allows the Village to purchase the service required for the various types of phones in use at the Village. The migration of the licensing to Cisco Flex is also included in this annual maintenance purchase.

Village IT Staff, along with Cisco, evaluated the Village's current network and telephony services, and discussed future changes. Given some of the changes planned for the next year, IT Staff recommends that this annual maintenance be procured for only one year, allowing the flexibility for changes and upgrades of equipment and software in the future. After reviewing and confirming the equipment and software license inventory with Cisco, three qualified Cisco partners were invited to bid on the one year of maintenance and support, and also the conversion to the Cisco Flex licensing. A summary of the quotes received follows:

Partner	Insight Public Sector	Mindsight	Sentinel
Cisco Hardware Maintenance	$56,749.92	$55,685.33	$62,979.51
Cisco Flex Licensing	$17,035.00	$18,000.00	$16,500.00
Total Cost	**$73,784.92**	**$73,685.33**	**$79,479.51**

Mindsight, with headquarters in Downers Grove, provided the lowest cost, most responsible bid for the annual hardware maintenance and the software license agreement, in the amount of $73,685.33.

Staff recommends Village Board approval of a resolution for a one-year Cisco hardware maintenance agreement, and a one-year Cisco Flex software agreement with Mindsight in an amount not to exceed $73,685.33. This purchase was a planned purchase and funds are allocated and available in the FY 2022/2023 budget in account 11-1400-523-00.

Staff will be present at the March 14, 2023 Regular Board Meeting to address any questions that may arise.

Resolution (ID # 6488)

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 Purchase of Network and Telephony Annual Maintenance from Mindsight

is hereby adopted, as follows:

Section 1. Recitals.

The Village's Annual Budget for FY 2022/2023 provides for the procurement of Cisco network and telephony hardware and software annual maintenance. Village Information Technology (IT) staff has determined that it would be in the Village's best interest to continue to procure support and maintenance services for these critical systems.

Village staff received a quote from Mindsight ("***Vendor***"), headquartered in Downers Grove, Illinois, for the procurement of network and telephony hardware and software support and maintenance services ("***Services****")* in an amount not to exceed $73,685.33. This was the lowest cost, most responsible bid received.

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 such payments as are necessary to complete the procurement of the Services from the Vendor in a not-to-exceed amount of $73,685.33.

Scheduled: 3/14/2023

ATTEST:

_____
Village President

_____
Village Clerk

Mindsight
Formerly Tympani, Inc.
Technology. Transparency. Trust.

Monday, March 6, 2023

George Balogi
Village of Northbrook
1225 Cedar Ln
Northbrook, IL 60062

Dear George,

Please find the attached proposal I prepared for you. I can provide the following services for all of your maintenance and support contracts.

- **Contract Consolidation** – Organizations like yours are simplifying and consolidating the number of partners and contracts.

    1) Merge contracts - eliminating multiple contract numbers
    2) Grant additional discounting for additional contracts

- **Co-Terminate Contract End Dates** – Mindsight will renew all vendors' maintenance contracts at one time and will target one consistent end date. Continuous budgeting, verifying, and approval of maintenance contract renewals from multiple vendors with multiple end dates is time consuming. As new products or contracts are purchased, we will continue to target this same co-terminus contract end date.

- **Full Contract Administration** – An inventory of all the equipment covered will be verified with manufacturer and the customer for accuracy prior to renewal. Continuous adjustments will be made as requested on RMA's, location moves, and or any additions. A single spreadsheet will also be provided as a customer quick reference once contract(s) are registered.

- **Three Year Discounted Renewals** – Options can be shown for both one year and three-year contract renewals. By purchasing a three-year contract now, you avoid the typical price increase of maintenance support each year, and also will receive additional discounts across all 3 years. Lease options are available.

- **Mindsight Services Support** – Options available upon request

    - T&M Agreements
    - Retainer Based Support with or without SLA
    - Managed Services including monitoring, and or full management

I look forward to your call for additional services or for more information.

Thank you in advance for your time and courtesy,

Carrie Bleed
Contract Solution Specialist
Cisco IP Phone: 630-981-5032
Email: cbleed@gomindsight.com

Attachment: Attachment A - Cisco SMARTnet Renewal - Proposal - 06Mar23 - Redacted (6488 : A Resolution Approving the Purchase of

Mindsight
Formerly Tympani, Inc.
Technology. Transparency. Trust.

Current Contracts and Products Due for Renewal

Option 1: Co-term to 12/15/2024

CISCO
Cisco Support: 800-553-2447

Cisco SMARTnet Renewal:

Mindsight
Formerly Tympani, Inc.
Technology. Transparency. Trust.

						Co-termed 12/15/2024 Renewal		
Product Number	Product Description	Last Date of Support	PAK/Serial Number	Service Level Description	End Customer GU Name	CUSTOMER PRICE	BEGIN DATE	END DATE
Hardware								
[redacted]	[redacted]	10/31/2027	[redacted]	SNTC 8X5XNBD	VILLAGE OF NORTHBROOK	$ 329.00	5/1/2023	12/15/2024
		10/31/2027		SNTC 8X5XNBD	VILLAGE OF NORTHBROOK	$ 329.00	5/1/2023	12/15/2024
		10/31/2027		SNTC 8X5XNBD	VILLAGE OF NORTHBROOK	$ 730.25	5/2/2023	12/15/2024
		11/30/2028		SNTC 8X5XNBD	VILLAGE OF NORTHBROOK	$ 796.87	3/9/2023	12/15/2024
		10/31/2027		SNTC 8X5XNBD	VILLAGE OF NORTHBROOK	$ 362.78	3/1/2023	12/15/2024
		10/31/2027		SNTC 8X5XNBD	VILLAGE OF NORTHBROOK	$ 817.10	5/1/2023	12/15/2024
		10/31/2027		SNTC 8X5XNBD	VILLAGE OF NORTHBROOK	$ 768.95	6/5/2023	12/15/2024
		10/31/2027		SNTC 8X5XNBD	VILLAGE OF NORTHBROOK	$ 329.00	5/1/2023	12/15/2024
		10/31/2027		SNTC 8X5XNBD	VILLAGE OF NORTHBROOK	$ 730.25	5/2/2023	12/15/2024
		10/31/2027		SNTC 8X5XNBD	VILLAGE OF NORTHBROOK	$ 730.25	5/2/2023	12/15/2024
		11/30/2028		SNTC 8X5XNBD	VILLAGE OF NORTHBROOK	$ 1,033.38	3/9/2023	12/15/2024
		10/31/2027		SNTC 8X5XNBD	VILLAGE OF NORTHBROOK	$ 329.00	5/1/2023	12/15/2024
		10/31/2027		SNTC 8X5XNBD	VILLAGE OF NORTHBROOK	$ 730.25	5/2/2023	12/15/2024
		11/30/2028		SNTC 24X7X4OS	VILLAGE OF NORTHBROOK	$ 1,593.74	3/9/2023	12/15/2024
		10/31/2027		SNTC 8X5XNBD	VILLAGE OF NORTHBROOK	$ 329.00	5/1/2023	12/15/2024
		10/31/2027		SNTC 8X5XNBD	VILLAGE OF NORTHBROOK	$ 471.76	5/1/2023	12/15/2024
		10/31/2027		SNTC 8X5XNBD	VILLAGE OF NORTHBROOK	$ 730.25	5/2/2023	12/15/2024
		10/31/2027		SNTC 8X5XNBD	VILLAGE OF NORTHBROOK	$ 817.10	5/1/2023	12/15/2024
		10/31/2027		SNTC 8X5XNBD	VILLAGE OF NORTHBROOK	$ 817.10	5/1/2023	12/15/2024
		10/31/2027		SNTC 8X5XNBD	VILLAGE OF NORTHBROOK	$ 817.10	5/1/2023	12/15/2024
		10/31/2027		SNTC 8X5XNBD	VILLAGE OF NORTHBROOK	$ 817.10	5/1/2023	12/15/2024
		10/31/2027		SNTC 8X5XNBD	VILLAGE OF NORTHBROOK	$ 817.10	5/1/2023	12/15/2024
		10/31/2027		SNTC 8X5XNBD	VILLAGE OF NORTHBROOK	$ 815.72	5/2/2023	12/15/2024
		10/31/2027		SNTC 8X5XNBD	VILLAGE OF NORTHBROOK	$ 817.10	5/1/2023	12/15/2024
				SNTC 8X5XNBD	VILLAGE OF NORTHBROOK	$ 712.66	4/7/2023	12/15/2024
				oftware Subscriptio	VILLAGE OF NORTHBROOK	$ 1,163.05	6/5/2023	12/15/2024
				SNTC 8X5XNBD	VILLAGE OF NORTHBROOK	$ 712.66	4/7/2023	12/15/2024
				oftware Subscriptio	VILLAGE OF NORTHBROOK	$ 1,163.05	6/5/2023	12/15/2024
		11/30/2028		SNTC 8X5XNBD	VILLAGE OF NORTHBROOK	$ 1,046.17	3/1/2023	12/15/2024
				SNTC 8X5XNBD	VILLAGE OF NORTHBROOK	$ 898.46	3/8/2023	12/15/2024
		11/30/2028		SNTC 8X5XNBD	VILLAGE OF NORTHBROOK	$ 1,033.38	3/9/2023	12/15/2024
		10/31/2027		SNTC 8X5XNBD	VILLAGE OF NORTHBROOK	$ 817.10	5/1/2023	12/15/2024
		10/31/2027		SNTC 8X5XNBD	VILLAGE OF NORTHBROOK	$ 471.76	5/1/2023	12/15/2024
		10/31/2027		SNTC 8X5XNBD	VILLAGE OF NORTHBROOK	$ 730.25	5/2/2023	12/15/2024
		10/31/2027		SNTC 8X5XNBD	VILLAGE OF NORTHBROOK	$ 730.25	5/2/2023	12/15/2024
		10/31/2027		SNTC 8X5XNBD	VILLAGE OF NORTHBROOK	$ 471.76	5/1/2023	12/15/2024
		10/31/2027		SNTC 8X5XNBD	VILLAGE OF NORTHBROOK	$ 730.25	5/2/2023	12/15/2024
				SNTC 8X5XNBD	VILLAGE OF NORTHBROOK	$ 157.27	5/26/2023	12/15/2024
		11/30/2028		SNTC 8X5XNBD	TRANSPORTATION SERVICES	$ 999.84	3/30/2023	12/15/2024
		11/30/2028		SNTC 8X5XNBD	VILLAGE OF NORTHBROOK	$ 796.87	3/9/2023	12/15/2024
		10/31/2027		SNTC 8X5XNBD	VILLAGE OF NORTHBROOK	$ 817.10	5/1/2023	12/15/2024
		10/31/2027		SNTC 8X5XNBD	VILLAGE OF NORTHBROOK	$ 817.10	5/1/2023	12/15/2024
				SNTC 8X5XNBD	VILLAGE OF NORTHBROOK	$ 181.04	3/1/2023	12/15/2024
		10/31/2027		SNTC 8X5XNBD	VILLAGE OF NORTHBROOK	$ 817.10	5/1/2023	12/15/2024
		10/31/2027		SNTC 8X5XNBD	VILLAGE OF NORTHBROOK	$ 817.10	5/1/2023	12/15/2024
		10/31/2027		SNTC 8X5XNBD	VILLAGE OF NORTHBROOK	$ 471.76	5/1/2023	12/15/2024
		10/31/2027		SNTC 8X5XNBD	VILLAGE OF NORTHBROOK	$ 817.10	5/1/2023	12/15/2024
		10/31/2027		SNTC 8X5XNBD	VILLAGE OF NORTHBROOK	$ 817.10	5/1/2023	12/15/2024
		10/31/2027		SNTC 8X5XNBD	VILLAGE OF NORTHBROOK	$ 687.80	8/3/2023	12/15/2024
				SNTC 8X5XNBD	VILLAGE OF NORTHBROOK	$ 712.66	4/7/2023	12/15/2024
				oftware Subscriptio	VILLAGE OF NORTHBROOK	$ 1,163.05	6/5/2023	12/15/2024
				SNTC 8X5XNBD	VILLAGE OF NORTHBROOK	$ 712.66	4/7/2023	12/15/2024
				oftware Subscriptio	VILLAGE OF NORTHBROOK	$ 1,163.05	6/5/2023	12/15/2024
		11/30/2028		SNTC 8X5XNBD	VILLAGE OF NORTHBROOK	$ 1,046.17	3/1/2023	12/15/2024
		11/30/2028		SNTC 24X7X4OS	VILLAGE OF NORTHBROOK	$ 2,068.34	3/9/2023	12/15/2024
				SNTC 8X5XNBD	VILLAGE OF NORTHBROOK	$ 898.46	3/8/2023	12/15/2024
		11/30/2028		SNTC 24X7X4OS	VILLAGE OF NORTHBROOK	$ 1,593.74	3/9/2023	12/15/2024
		10/31/2027		SNTC 8X5XNBD	VILLAGE OF NORTHBROOK	$ 329.00	5/1/2023	12/15/2024
				SNTC 8X5XNBD	VILLAGE OF NORTHBROOK	$ 172.61	5/2/2023	12/15/2024
				SNTC 8X5XNBD	VILLAGE OF NORTHBROOK	$ 172.61	5/2/2023	12/15/2024
				SNTC 8X5XNBD	VILLAGE OF NORTHBROOK	$ 106.24	12/16/2023	12/15/2024
				SNTC 8X5XNBD	VILLAGE OF NORTHBROOK	$ 106.24	12/16/2023	12/15/2024
				SNTC 8X5XNBD	VILLAGE OF NORTHBROOK	$ 106.24	12/16/2023	12/15/2024

Attachment: Attachment A - Cisco SMARTnet Renewal - Proposal - 06Mar23 - Redacted (6488 : A Resolution Approving the Purchase of

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Product Number	Product Description	Last Date of Support	PAK/Serial Number	Service Level Description	End Customer Name	GU	CUSTOMER PRICE	BEGIN DATE	END DATE
Hardware									
[redacted]	[redacted]	5/31/2028	[redacted]	SNTC 8X5XNBD	VILLAGE OF NORTHBROOK		$ 314.67	5/3/2023	12/15/2024
		5/31/2028		SNTC 8X5XNBD	VILLAGE OF NORTHBROOK		$ 314.67	5/3/2023	12/15/2024
		5/31/2028		SNTC 8X5XNBD	VILLAGE OF NORTHBROOK		$ 314.67	5/3/2023	12/15/2024
		5/31/2028		SNTC 8X5XNBD	VILLAGE OF NORTHBROOK		$ 314.67	5/3/2023	12/15/2024
		5/31/2028		SNTC 8X5XNBD	VILLAGE OF NORTHBROOK		$ 314.67	5/3/2023	12/15/2024
		5/31/2028		SNTC 8X5XNBD	VILLAGE OF NORTHBROOK		$ 314.67	5/3/2023	12/15/2024
		5/31/2028		SNTC 8X5XNBD	VILLAGE OF NORTHBROOK		$ 314.67	5/3/2023	12/15/2024
		5/31/2028		SNTC 8X5XNBD	VILLAGE OF NORTHBROOK		$ 314.67	5/3/2023	12/15/2024
		5/31/2028		SNTC 8X5XNBD	VILLAGE OF NORTHBROOK		$ 314.67	5/3/2023	12/15/2024
		10/31/2027		SNTC 8X5XNBD	VILLAGE OF NORTHBROOK		$ 815.72	5/2/2023	12/15/2024
		5/31/2028		SNTC 8X5XNBD	VILLAGE OF NORTHBROOK		$ 314.67	5/3/2023	12/15/2024
		10/31/2027		SNTC 8X5XNBD	VILLAGE OF NORTHBROOK		$ 623.11	7/28/2023	12/15/2024
				SNTC 8X5XNBD	VILLAGE OF NORTHBROOK		$ 1,244.00	8/26/2023	12/15/2024
				Software Subscriptio	VILLAGE OF NORTHBROOK		$ 869.69	10/24/2023	12/15/2024
				SNTC 8X5XNBD	VILLAGE OF NORTHBROOK		$ 157.27	5/26/2023	12/15/2024
				SNTC 8X5XNBD	VILLAGE OF NORTHBROOK		$ 1,085.72	3/1/2023	12/15/2024
		10/31/2027		SNTC 8X5XNBD	VILLAGE OF NORTHBROOK		$ 362.78	3/1/2023	12/15/2024
		6/30/2023		SNTC 8X5XNBD	VILLAGE OF NORTHBROOK		$ 80.16	3/15/2023	6/30/2023
		6/30/2023		SNTC 8X5XNBD	VILLAGE OF NORTHBROOK		$ 80.16	3/15/2023	6/30/2023
							$ 55,685.33		

Please Note: This quote is valid for 30 days from the Quote Date.

While Mindsight always provide our best effort to ensure complete coverage, it's only practical for the customer to also verify that all the equipment that needs to be covered under Smart Net Total Care is listed above. It's also the customer's responsibility to ensure products under Smart Net Total Care are kept at current software version levels to ensure Cisco TAC support. Cisco TAC support does not provide TAC support for products that have reached their End of Support status. It is critical to verify the End of Support status for all software versions on Cisco's website or ask your Mindsight Contract Manager/Sales Rep to review software versions.

Attachment: Attachment A - Cisco SMARTnet Renewal - Proposal - 06Mar23 - Redacted (6488 : A Resolution Approving the Purchase of

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Please indicate your acceptance and authorization for Mindsight to invoice your company for the Cisco Smart Net Total Care contracts profiled by signing on the line below. All pricing listed is valid for 30 days from the date shown on the bottom of this page:

I, _____of (Company) _____ hereby authorize Mindsight to renew the Cisco Smart Net Total Care contracts as profiled and invoice our organization for the contract term and amount checked below (payment terms NET 30 days):

☐ **OPTION-1** **$55,685.33** **Discounted Co-termed Cisco Smart Net Total Care**

I am authorized by our organization to commit to the attached Proposal/Statement of Work and agree to the Pricing, Warranty, Warranty Conditions, and Payment Terms herein. Indicate your acceptance by signing on the line below.

_____

Name (Signed) Title Date

Please return signed forms to the attention of Carrie Bleed
cbleed@gomindsight.com or fax: 630-729-3058

Barracuda: 408-342-5300 support@barracuda.com
Cisco Support: 800-553-2447 or
http://www.cisco.com/cisco/web/support/index.html#~shp_contact
OpenDNS Support (now part of Cisco Umbrella): https://umbrella.cisco.com/support
EMC Support: 800-782-4362
Meraki Support: 415-937-6671 or https://account.meraki.com/login/dashboard_login?go=
Mindsight Services Support: 630-981-5119 or service@gomindsight.com
NetApp Support: 888-463-8277 or http://mysupport.netapp.com/
Nimble Support: http://Support.nimble.com/
Pure Storage Support: 866-244-7121 or https://www.purestorage.com/support.html
Veeam Support: 800-774-5124/800-913-1940 or https://www.veeam.com/support.html
VMware Support: 877-486-9273 or https://www.vmware.com/support/contacts.html

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Cisco Smart Net Total Care – Detail of Options

Cisco "SNT" Smart Net Total Care = 8x5xNBD Hardware Replacement

- 24-hour, 7-day priority telephone support
- Critical Problem escalation
- Electronic mail inquiries and responses
- Software updates via Cisco Connection Online (CCO) or media request
- Access to Cisco Connection Online
- Guaranteed next-business-day of replacement hardware, provided the request is received prior to 3:00 p.m. Monday - Friday

Cisco "SNTE" Smart Net Total Care = 8x5x4 Hardware Replacement

- 24-hour, 7-day priority telephone support
- Critical Problem escalation
- Electronic mail inquiries and responses
- Software updates via Cisco Connection Online (CCO) or media request
- Access to Cisco Connection Online
- Four-hour response time for hardware replacement from 9:00 a.m. to 5:00 p.m. local time Monday - Friday

Cisco "SNTP" Smart Net Total Care = 24x7x4 Hardware Replacement

- 24-hour, 7-day priority telephone support
- Critical Problem escalation
- Electronic mail inquiries and responses
- Software updates via Cisco Connection Online (CCO) or media request
- Access to Cisco Connection Online
- Four-hour response time for hardware replacement 24 hours per day, seven days per week

Cisco "SW" Smart Net Total Care = NO RMA

- 24-hour, 7-day priority telephone support
- Critical Problem escalation
- Electronic mail inquiries and responses
- Software updates via Cisco Connection Online (CCO) or media request
- Access to Cisco Connection Online

Cisco "OS-CS" Smart Net Total Care = 8x5xNBD Hardware Replacement Onsite Technician

- All services covered under SMARTnet SNT
- Next Business Day Onsite service coverage from 9:00 a.m. to 5:00 p.m. local time Monday through Friday
- All parts, labor, and material required for remedial service
- Labor for field installation of one software update per contract year
- Critical problem escalation
- Installation of all mandatory engineering and factory change notices.

Cisco "OSE-C4S" Smart Net Total Care = 8x5x4 Hardware Replacement Onsite Technician

- All services covered under SMARTnet SNTE
- Four-hour onsite service coverage from 9:00 a.m. to 5:00 p.m. local time Monday through Friday
- All parts, labor, and material required for remedial service
- Four-hour response time for remedial hardware services
- Labor for field installation of one software update per contract year
- Critical problem escalation
- Installation of all mandatory engineering and factory change notices.

Cisco "OSP-C4P" Smart Net Total Care = 24x7x4 Hardware Replacement Onsite Technician

- All services covered under SMARTnet SNTP
- Four-hour response time with onsite service coverage and parts 24 hours per day, seven days per week
- All parts, labor, and material required for hardware maintenance
- Labor for field installation of one software update per contract year
- Critical problem escalation
- Installation of all mandatory engineering and factory change notices.

Attachment: Attachment A - Cisco SMARTnet Renewal - Proposal - 06Mar23 - Redacted (6488 : A Resolution Approving the Purchase of

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Proprietary and Confidential Information

This document contains proprietary information. The data is being furnished to the customer in confidence with the understanding that it will not, without prior permission of Mindsight, be duplicated, used, or disclosed in whole or in part for any reason other than for evaluation of this proposal by the customer's employees only.

Any questions regarding this proposal can be directed to:

Mindsight
2001 Butterfield Road
Suite 250
Downers Grove, IL 60515

Cisco IP Phone : (630) 981-5000
Facsimile : (630) 729-3058
Email : contracts@gomindsight.com

Attachment: Attachment A - Cisco SMARTnet Renewal - Proposal - 06Mar23 - Redacted (6488 : A Resolution Approving the Purchase of

Mindsight
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Quote Date: 2/13/2023
Quote Description: Flex EA

Bill To: Village of Northbrook
1225 Cedar Ln
Northbrook, IL 60062

Attn: George Balogi

Mindsight - 2001 Butterfield Road - Suite 250 - Downers Grove, IL 60515
Office: (630) 981-5000 Fax: (630) 729-3058 Web: www.gomindsight.com

Account Executive: Kane Kerinan 630-981-5074 kkeirnan@gomindsight.com
Contract Solution Specialist: Carrie Bleed 630-981-5032 cbleed@gomindsight.com

Ship to: Village of Northbrook
1225 Cedar Ln
Northbrook, IL 60062

Attn: George Balogi

Line Item	Product Description	Qty	Customer Unit Price	Customer Extended Price
Subscription Services: Initial Term: 12. Months | Auto Renewal Term: 12 Months | Billing Model: Annual Billing | Requested Start Date: 01-Mar-2023				
1.0	Collaboration Flex Plan 3.0	1	$ -	$ -
1.1	Basic Support for Flex Plan	1	$ -	$ -
1.2	EntW On-Premises Calling	250	$ 6.00	$ 1,500.00
1.3	Session Manager (1)	1	$ -	$ -
1.4	SRST Endpoints (1)	500	$ -	$ -
1.5	On-Premises Smart License - EA (1)	300	$ -	$ -
1.6	Access Smart License (1)	50	$ -	$ -
1.7	Common Area Smart License (1)	125	$ -	$ -
1.8	Unity Connection Smart License (1)	300	$ -	$ -
1.9	Emergency Responder Smart License (1)	750	$ -	$ -
1.10	Expressway Product Authorization Key (1)	1	$ -	$ -
1.11	Cloud Connected UC EA Standard ENT	300	$ -	$ -
1.12	Cloud Device Registration Entitlement	300	$ -	$ -
1.13	Messaging Entitlement	300	$ -	$ -
1.14	File Storage Entitlement	6,000	$ -	$ -
1.15	Pro Pack for Cisco Control Hub Entitlement	300	$ -	$ -
1.16	Expressway Rich Media Session (1)	50	$ -	$ -
1.17	On-Premises SW Bundle v14 (1)	1	$ -	$ -

Total Annual Subscription Services Pricing: $18,000.00

Total Subscription Services from Above: $ 18,000.00

Product Sales Tax: $ -

Estimated Shipping and Processing Charges: $ -

GRAND TOTAL: $ 18,000.00

Attachment: Attachment B - Cisco Flex On-Prem Calling - Quote - 13Feb23 (6488 : A Resolution Approving the Purchase of Network and

Mindsight
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Quote Date: 2/13/2023
Quote Description: Flex EA

Bill To: Village of Northbrook
1225 Cedar Ln
Northbrook, IL 60062

Attn: George Balogi

Mindsight - 2001 Butterfield Road - Suite 250 - Downers Grove, IL 60515
Office: (630) 981-5000 Fax: (630) 729-3058 Web: www.gomindsight.com

Account Executive: Kane Kerinan 630-981-5074 kkeirnan@gomindsight.com
Contract Solution Specialist: Carrie Bleed 630-981-5032 cbleed@gomindsight.com

Ship to: Village of Northbrook
1225 Cedar Ln
Northbrook, IL 60062

Attn: George Balogi

Line Item	Product Description	Qty	Customer Unit Price	Customer Extended Price

TERMS AND CONDITIONS:

Due to current tariffs and economic conditions, hardware pricing is subject to change at any time. Please request updated quotes with current accurate pricing prior to any placing orders. Any and all changes that are requested or required will render all pricing and terms of this proposal null and void, pending the submission of a revised proposal. Clients may elect to expedite shipment at a flat cost of two percent (2%) of the entire hardware purchase or provide a billing account number for Federal Express. This cost is in addition to our standard shipping and handling fee. Expedite timeframe is not guaranteed.

Until paid in full, Mindsight retains Title and a Purchase Money Security Interest in all products sold to secure the payment of all amounts owed to Mindsight under agreement. Terms apply regardless of client method of financing.

Hardware, Software, SMARTnet, and Mindsight T-SUPPORT Agreements are due NET 30 from shipment (to Mindsight or customer site for staging).

Service Projects (with Cutover milestone): 50% Due Immediate Upon Kickoff Meeting, 35% Due immediate Upon Customer Cutover, and 15% Due Immediate Upon Completion of Project and Customer's Final Acceptance. In the event a project will extend beyond 6 months, Mindsight reserves the right to invoice cutover and completion of each site separately.

Service Projects (without Cutover milestone): 50% due upon project kickoff meeting for low level design, and 50% due immediately upon project completion.

CUSTOMER APPROVAL:

I am authorized by our organization to commit to this proposal and agree to the pricing, terms and conditions, warranty and warranty conditions and payment herein.

Authorized Signature and Date: _____

Name and Title (printed): _____

Purchase Order Number (if required for invoice payment): _____

REMITTANCE ADDRESS:

Mindsight
ACH & Wire: ABA Routing #071925402 - Account #250036827
Mail: Hinsdale Bank & Trust, Tympani LLC dba Mindsight, PO Box 6242, Carol Stream, IL 60197

DELIVERY:

30 Days or Less (unless otherwise noted). Returns accepted in accordance with manufacturer's policies, only within 30 days of invoice, and with all original packaging materials, manuals, and documentation. Mindsight reserves the right to issue RMA's. Items returned without prior RMA will be refused.

Attachment: Attachment B - Cisco Flex On-Prem Calling - Quote - 13Feb23 (6488 : A Resolution Approving the Purchase of Network and

MEMORANDUM
VILLAGE OF NORTHBROOK
FINANCE DEPARTMENT

TO: CARA PAVLICEK, VILLAGE MANAGER

FROM: IWONA PETRYSZAK, CFO

DATE: March 14, 2023

SUBJECT: A RESOLUTION APPROVING GENERAL FUND TRANSFERS TO SELF-INSURANCE FUND

The Village's Fiscal Year 2022/2023 budget includes funding for General Fund transfers to the Self-Insurance Fund for the Village's workers' compensation, employee health and dental, and property and casualty loss expenditures. During the COVID-19 pandemic, transfers from the various operating departments were not sufficient to cover the entire insurance expenditures. Self-Insurance Fund reserves were used to cover the shortfall. The Self-Insurance Fund should have a sufficient balance to cover any unexpected insurance expenditures and claims. Staff recommends increasing the Fiscal Year 2022/2023 General Fund transfers to the Self-Insurance Fund in the total of $1,500,000 to replenish the Self-Insurance Fund balance. The following additional transfers listed by account number are recommended for Fiscal Year 2022/2023:

11-1120-514-00	40,165
11-1120-515-00	35
11-1120-536-00	9,695
11-1300-514-00	32,530
11-1300-515-00	50
11-1300-536-00	13,665
11-1400-514-00	30,860
11-1400-515-00	20
11-1400-536-00	4,970
11-2100-514-00	365,260
11-2100-515-00	23,205
11-2100-536-00	140,445
11-3100-514-00	323,790
11-3100-515-00	50,985
11-3100-536-00	125,420
11-4100-514-00	153,215
11-4100-515-00	15,035
11-4100-536-00	67,520
11-6300-514-00	74,920
11-6300-515-00	615
11-6300-536-00	27,600
Total	$1,500,000

Resolution (ID # 6557)

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 General Fund Transfers to Self-Insurance Fund

is hereby adopted, as follows:

Section 1. Recitals.

The Village's Fiscal Year 2022/2023 budget includes funding for General Fund transfers to the Self-Insurance Fund for the Village's workers' compensation, employee health and dental, and property and casualty loss expenditures.

During the COVID-19 pandemic, transfers from the various operating departments were not sufficient to cover the entire insurance expenditures. Self-Insurance Fund reserves were used to cover the shortfall. The Self-Insurance Fund should have a sufficient balance to cover any unexpected insurance expenditures and claims. Staff recommends increasing the Fiscal Year 2022/2023 General Fund transfers to the Self-Insurance Fund in the total of $1,500,000 to replenish the Self-Insurance Fund balance. The following additional transfers listed by account number are recommended for Fiscal Year 2022/2023:

11-1120-514-00	40,165
11-1120-515-00	35
11-1120-536-00	9,695
11-1300-514-00	32,530
11-1300-515-00	50
11-1300-536-00	13,665
11-1400-514-00	30,860
11-1400-515-00	20
11-1400-536-00	4,970
11-2100-514-00	365,260
11-2100-515-00	23,205
11-2100-536-00	140,445
11-3100-514-00	323,790
11-3100-515-00	50,985
11-3100-536-00	125,420
11-4100-514-00	153,215
11-4100-515-00	15,035
11-4100-536-00	67,520
11-6300-514-00	74,920
11-6300-515-00	615
11-6300-536-00	27,600
Total	$1,500,000

Section 2. Authorization of Expenditure.

The Village Manager is hereby authorized and directed to transfer $1,500,000 from the General Fund to the Self-Insurance Fund, charging expenditures to the Accounts listed above.

Section 3. Budget Transfer.

The Budget Officer is authorized to amend the Fiscal Year 2022/2023 Annual Budget to transfer funds in the amount of $1,500,000 from the General Fund to Account No. 28-0000-475-11 (General Fund Transfers).

Scheduled: 3/14/2023

ATTEST:

Village President

Village Clerk

MEMORANDUM
VILLAGE OF NORTHBROOK
VILLAGE MANAGER'S OFFICE

TO: CARA PAVLICEK, VILLAGE MANAGER

FROM: DEBBIE FORD, DIRECTOR OF ADMINISTRATIVE SERVICES

DATE: March 14, 2023

SUBJECT: A RESOLUTION AUTHORIZING AN AGREEMENT WITH MAD BOMBER FIREWORKS PRODUCTIONS FOR THE FOURTH OF JULY

In 2022, the Village prepared a Request for Proposals for the annual Fireworks Display. After reviewing the sole bidder's qualifications, pricing, and references, including past performance in Northbrook, the Village entered into an agreement with Mad Bomber Fireworks Productions.

The original agreement with Mad Bomber Fireworks Productions provides that the Village of Northbrook may enter into a renewal for the 2023 fireworks display. The Village also has the option to extend the agreement a second year for the festivities in 2024. The 2023 renewal includes a not-to-exceed price of $51,998.70. The Village's Draft Annual Budget for FY 2023/2024 provides sufficient funds in Account No. 11-1110-575-00. With approval of the attached resolution, the Village Board of Trustees intends to retain this amount in the final FY 2023/2024 budget.

For the past two years, the agreement with the vendor included a date specific rain date. The 2023 renewal does not include a specific rain date, but the Village has six months from the date of the initial cancellation to determine a rain date for the rescheduled display. For this renewal, staff recommends leaving the rain date as "To Be Determined".

Staff recommends Village Board approval of a resolution authorizing an agreement with Mad Bomber Fireworks Productions for the 4th of July fireworks display in 2023.

Resolution (ID # 6559)

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 with Mad Bomber Fireworks Productions for the Fourth of July

is hereby adopted, as follows:

Section 1. Recitals.

In 2022, the Village, after competitively soliciting quotes, entered into an agreement with Mad Bomber Fireworks Productions ("***Vendor***") to provide a fireworks display for the Village's 4th of July events. The Vendor has provided exceptional product and service in years past.

The original agreement with the Vendor provides that the Village may enter into a renewal for the 2023 fireworks display. The 2023 renewal is at the Village's discretion and includes a not-to-exceed price of $51,998.70. Additionally, at the Village's discretion, the agreement can be renewed for one additional year to 2024.

Village staff recommends that the Village enter into a renewal of the agreement with the Vendor to provide a fireworks display for the 2023 4th of July festivities in the not-to-exceed amount of $51,998.70 ("***Renewal***"). The Vendor's price schedule for the 2023 display is attached to this Resolution as ***Exhibit A***. The Village's Draft Annual Budget for FY 2023/2024 provides sufficient funds in Account No. 11-1110-575-00, and the Village Board intends to include this item in the final FY 2023/2024 budget.

Section 2. Approval of Renewal.

The Renewal is approved in a form acceptable to the Village Manager and the Village Attorney.

Section 3. Authorization to Execute Renewal.

The Village Manager and the Village Clerk are hereby authorized and directed to execute and seal, on behalf of the Village, the Renewal only after receipt by the Village Clerk of at least two original copies of the Renewal executed by the Vendor; provided, however, that if such executed copies of the Renewal are not received by the Village Clerk within 30 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: 3/14/2023

ATTEST:

_____
Village President

Village Clerk

REQUEST FOR PROPOSALS
FIREWORKS DISPLAY

Village of Northbrook Fire Department
740 Dundee Road
Northbrook, IL 60062
Attn: Kevin Frangiamore, Fire Marshal

VENDOR:	**PROPOSAL SUBMISSION INFORMATION:**
Name: ___Mad Bomber Fireworks Productions__ Address: 3999 E Hupp Rd R-3-1 _____ City, State, Zip Code: LaPorte, IN 46350_____	Date of RFP Issuance: **February 8, 2022** Questions/Requests for Clarification Due via email: **February 21, 2022 by Noon** Proposal Submittal Deadline: **February 25, 2022 by Noon**

The Village of Northbrook ("***Village***") will receive Proposals for the Services (as defined in Section 1 of the Contract/Proposal form) necessary to accomplish the project.

INSTRUCTIONS TO VENDORS

Preparation of Proposals. A Vendor submitting a Proposal for the Services must (i) do so on the blank Contract/ Proposal form attached to this Request for Proposals, (ii) attach a full listing of products, unit prices and unit quantity as directed by Village in the Specifications (defined in Section 1.B of the Contract/Proposal form) and the Display Proposal and Schedule of Prices, and (iii) cause the Proposal to be signed by an authorized official.

Questions/Clarifications. Village may make clarifications, corrections or changes in this Request for Proposals at any time. Village will notify all vendors or prospective vendors of said clarifications, corrections or changes via addendum. Vendor questions may be submitted by email to kevin.frangiamore@northbrook.il.us no later than noon on February 21, 2022.

Delivery of Proposals. A Vendor submitting a Proposal must adequately identify its Proposal and submit it to the Village on or before the Proposal Submittal Deadline above. Proposals must be labeled "Sealed Proposal Fireworks Display" and signed by an authorized representative.

Acceptance of Proposals. Village may accept or reject any Proposal or portion thereof. Village's decision to do so is a function of quality, reliability, capability, reputation, and expertise of the vendors and of Village's needs and resources. A submitted Proposal within this Proposal/Contract Form is an offer only, until accepted by Village in writing, at which time the Proposal/Contract form and Village's notification of acceptance in the form attached to this Request for Proposals will become a binding contract for the Services.

Vendor Qualifications. Proposals will only be accepted from Vendors that have an established reputation in the field of providing pyrotechnic firework displays. Vendor must have conducted pyrotechnic displays for a minimum of five (5) years and have installed a minimum of twenty-five (25) outdoor pyrotechnic displays similar to those proposed.

References. Vendor must provide a list of five municipalities (a) within a 200 miles radius of the Village OR (b) within the State of Illinois for which the Vendor has provided similar services. The reference list must include the municipality's name, primary contact name, phone number, address and e-mail address

Evaluation of Proposals. It is the intent of the Village to award this contract to a single, responsible, responsive Vendor who best satisfies the specifications and requirements set forth in Attachment A, based upon the evaluation criteria specified below. All vendors must be a qualified contractor and demonstrate the capability to provide the equipment and services in accordance with the Proposal specifications. Proposals will be evaluated as follows (not listed in order of priority):

1. Pricing
2. Compliance with all Contract requirements
3. Quality and Completeness of Display Proposal
4. References

DATED this 8 day of February, 2022

VILLAGE OF NORTHBROOK

By: _____
Kevin Frangiamore
Northbrook Fire Department

{00124060.2}

Attachment: Exhibit A - Northbrook 2023 Fireworks Agreement 2023_V3 (6559 : A Resolution Authorizing an Agreement with Mad Bomber

VILLAGE OF NORTHBROOK
CONTRACT/PROPOSAL FOR
FIREWORKS DISPLAY

Full Name of Vendor: Mad Bomber Fireworks Productions ("Vendor")

Principal Office Address: 3999 E Hupp Rd R-3-1 LaPorte, IN 46350

Local Office Address: 11N485 Hunter Trail Elgin, IL 60124

Contact Person: Randy McCasland_ Telephone: 219-393-5051

TO: Village of Northbrook
Attn: Kevin Frangiamore
Northbrook Fire Department
740 Dundee Road
Northbrook, IL 60062
Kevin.Frangiamore@northbrook.il.us

1. Proposal to Deliver Services

A. Contract and Services. If this Contract/Proposal is accepted by Village, Vendor proposes and agrees that it will:

(1) provide, perform, and complete, in the manner specified and described in the Contract/Proposal, including Attachment A, all necessary work, services, transportation, equipment, materials, information, utilities and other means and items necessary to accomplish the project, all in a proper and workmanlike manner (the "***Services***");

(2) procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary for the Services;

(3) perform all other things required of Vendor by this Contract/Proposal.

B. Performance Standards. If this Contract/Proposal is accepted, Vendor proposes and agrees that the Services will strictly comply with the specifications included in Attachment A and by this reference made a part of this Contract/Proposal (the "***Specifications***").

If this Contract/Proposal specifies a product by brand name or model, such specification is intended to reflect the required performance standards and standard of excellence that Village requires for the product. However, Vendor may propose to deliver a product that is a different brand or model, if Vendor provides with its Proposal written documentation establishing that the brand or model it proposes to deliver possesses equal or better quality, durability, functionality, capability, and features as the product specified.

C. Responsibility for Damage or Loss. If this Contract/Proposal is accepted, Vendor proposes and agrees that Vendor will be responsible and liable for, and will promptly and

Attachment: Exhibit A - Northbrook 2023 Fireworks Agreement 2023_V3 (6559 : A Resolution Authorizing an Agreement with Mad Bomber

without charge to Village, repair or replace damage done to and any loss or injury suffered by Village as a result of Vendor's failure to perform hereunder. The Vendor will be responsible for completely supervising and directing the setup and discharge of the Services using its best skills and attention. Subcontractors who perform work under this Contract/Proposal will be responsible to Vendor. The Vendor agrees that it is as fully responsible for the acts and omissions of its subcontractors and of persons employed by them as it is for the acts and omissions of its own employees.

2. Contract Price Proposals

A. Pricing Proposals. Attach a full listing of products offered as part of the Services (specifying brand), corresponding unit prices and unit quantities as Attachment B to Proposal. The submitted prices, which constitute full payment for all Services and other matters set forth under Section 1 of this Contact/Proposal, will include all overhead and profit, taxes, royalties, license fees, delivery, contributions and premiums, and compensation to all subcontractors and suppliers.

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

(1) All prices listed in Attachment B are firm and will not be subject to escalation or change.

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

(3) All other applicable federal, state and local taxes of every kind and nature applicable to the Services are included in the prices listed in Section 2.A; and

(4) If Village has stated that a certain amount of work will be required for the Services or that a certain amount of unit price items are needed, (a) such statement is an estimate only, (b) Village may increase or decrease such quantity of any unit price item no later than two months before the Display Date, (c) the total Contract Price to be paid will be based upon the final quantity determined by Village and the actual quantity that complies with this Contract/Proposal and that are accepted by Village, and (d) any claim or dispute, based on such estimate, regarding the quantity of the Services to be provided is waived and released by Vendor.

C. Time of Payment. Vendor may invoice the Village after the performance of the Services is complete. Payment will be made by Village to Vendor within 30 days after receipt and approval of an invoice in accordance with the Illinois Local Government Prompt Payment Act (50 ILCS 505/1).

3. Contract Term. The term of this contract will commence upon execution by all parties and will terminate no later than October 30, 2022. The Village and the Vendor may, by mutual written consent provided no later than 30 days before expiration of this Contract or a subsequent extension, renew the Contract for one additional one-year term. If Contract is renewed, Vendor will agree to provide the Services in accordance with the Schedule of Prices in subsequent renewal years. This contract may

Attachment: Exhibit A - Northbrook 2023 Fireworks Agreement 2023_V3 (6559 : A Resolution Authorizing an Agreement with Mad Bomber

additionally be extended to 2023 and 2024 annually. In the event this agreement is extended, the Contractor may, prior to or during the extended agreement terms, raise the price for services to be performed under the extended agreement by giving written notice to the Village for 2023 and 2024. The increase will not exceed fifty (50%) percent of the annual average increase in the Chicago Consumer Price Index for all urban consumers (available through the Bureau of Labor Statistics 312/353-1880) for the previous twelve-month period. The increase in agreement price will be effective thirty (30) days after the written notice is given. Only one increase will be allowed in any agreement extension period. The Village may elect to re-bid the service in the event of such notice but will be obligated to re-bid if a notice of price increase exceeds 50% of the Consumer Price Index for the Chicago Metropolitan area.4.

In the event that, as of a date 30 days before the Display Date, either (a) the Village remains under to a public health emergency or disaster declaration due to the ongoing COVID-19 pandemic or (b) the Village Manager, in their sole and absolute discretion, determines that conducting the Fireworks Display will constitute a hazard to public health facilitating the spread of COVID-19, the Village, by written notice to the Vendor, may: (i) cancel or reschedule the Fireworks Display; or (ii) terminate this contract. If the Village terminates for one of these public health reasons within the required time period, it will not be liable to the Vendor for financial damages or further payment.

4. Financial Assurance.

A. Indemnification. If this Contract/Proposal is accepted, Vendor proposes and agrees that Vendor will indemnify, save harmless, and defend Village and the Northbrook Park District against all damages, liability, claims, losses, and expenses (including attorneys' fees) that may arise or be alleged to have arisen out of or in connection with Vendor's performance of or failure to perform under this Contract/Proposal, including without limitation any failure to meet the representations and warranties set forth in Section 7 of this Contract/Proposal.

B. Penalties. If this Contract/Proposal is accepted, Vendor proposes and agrees that Vendor will be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise or be alleged to have arisen out of or in connection with Vendor's performance of or failure to perform hereunder.

C. Insurance. Contemporaneous with the Vendor's execution of this Contract/Proposal, the Vendor will provide certificates and policies of insurance, all with coverages and limits acceptable to the Village, and evidencing at least the minimum insurance coverages and limits as set forth in Attachment C to this Contract/Proposal. For good cause shown, the Village Manager may extend the time for submission of the required policies of insurance upon such terms, and with such assurances of complete and prompt performance, as the Village Manager may impose in the exercise of his sole discretion. Such insurance policies will provide that no change, modification in, or cancellation of, any insurance will become effective until the expiration of 30 days after written notice thereof will have been given by the insurance company to the Village. The Vendor will, at all times during the term of this Contract/Proposal, maintain and keep in force, at the Vendor's expense, the insurance coverages provided above. The Vendor will satisfy all liability claim(s) arising from or related to its performance of the Services within the deductible limits no later than sixty (60) calendar days after such claims are filed.

5. Firm Proposal. All prices and other terms stated in this Contract/Proposal are firm and will not be subject to withdrawal, escalation or change for sixty (60) days after the date this Contract/Proposal is submitted to Village.

Attachment: Exhibit A - Northbrook 2023 Fireworks Agreement 2023_V3 (6559 : A Resolution Authorizing an Agreement with Mad Bomber

6. Default, Remedies. If it should appear at any time that the Vendor has failed or refused to prosecute, or has delayed in the prosecution of, the Services with diligence at a rate that assures completion of the Services in full compliance with the requirements of this Contract/Proposal, or has otherwise failed, refused, or delayed to perform or satisfy the Services or any other requirement of this Contract/Proposal ("***Event of Default***"), and fails to cure any such Event of Default within ten business days after the Vendor's receipt of written notice of such Event of Default from the Village, then the Village will have the right, without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

a. Cure by Consultant. The Village may require the Vendor, within a reasonable time, to complete or correct all or any part of the Services that are the subject of the Event of Default; and to take any or all other action necessary to bring the Vendor and the Services into compliance with this Contract/Proposal.

b. Termination of Agreement by Village. The Village may terminate this Contract/Proposal without liability for further payment of amounts due or to become due under this Contract/Proposal.

c. Withholding of Payment by Village. The Village may withhold from any payment, whether or not previously approved, or may recover from the Vendor, any and all costs, including attorneys' fees and administrative expenses, incurred by the Village as the result of any Event of Default by the Vendor or as a result of actions taken by the Village in response to any Event of Default by the Vendor.

In addition to the remedies for default set forth above, the Vendor will be subject to the following specific penalties for non-performance of the Display:

x. Delay of Performance. The Vendor will be charged a penalty of ten percent (10%) of the Contract Price for any delay that results in the Display being more than 15 minutes late of scheduled firing time. This penalty amount will be subtracted from the invoice for payment.

y. Failure to Provide Display in Accordance with Specifications. The Vendor may also be charged a penalty of ten percent (10%) for failure to provide the Display as specified. Materials offered, but not supplied, will be subtracted from payment based on the unit cost set forth in the Schedule of Prices.

7. Vendor's Representations and Warranties. In order to induce Village to accept this Contract/Proposal, Vendor hereby represents and warrants as follows:

A. The Services. The Services and all of their components will be will strictly conform to the requirements of this Contract/Proposal, including, without limitation, the Specifications listed in Attachment A and the performance standards set forth in Subsection 1B of this Contract/Proposal; and will meet or exceed industry standards for quality and reliability.

B. Compliance with Laws. Vendor will ensure that the Services and all of its components will comply with, and Vendor agrees to be bound by, all applicable federal, state and local laws, orders, rules and regulations as they may be modified or amended from time to time. Every provision required by law to be inserted into this Contract/Proposal will be deemed to be inserted herein.

C. Not Barred. Vendor is not barred by law from contracting with Village or with any other unit of state or local government as a result of (i) a delinquency in the payment of any tax

Attachment: Exhibit A - Northbrook 2023 Fireworks Agreement 2023_V3 (6559 : A Resolution Authorizing an Agreement with Mad Bomber

administered by the Illinois Department of Revenue unless Vendor is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax as set forth in 65 ILCS 5/11-42.1-1; (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33 of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq; or (iii) for any other reason.

D. Qualified. Vendor has the requisite experience, ability, inventory, capital, facilities, equipment, plant, organization, and staff to enable Vendor to deliver the Services at the Contract Price and within the Contract Time Proposal set forth above.

8. Acknowledgments. In submitting this Contract/Proposal, Vendor acknowledges and agrees that:

A. Reliance. Village is relying on all warranties, representations, and statements made by Vendor in this Contract/Proposal.

B. Reservation of Rights. Village reserves the right to reject any and all Proposals, reserves the right to reject the low price Proposal, and reserves such other rights as are set forth in the Instructions to Vendors.

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

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

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

F. No Waiver. No examination, inspection, investigation, test, measurement, review, determination, decision, certificate or approval by Village, whether before or after Village's acceptance of this Contract/Proposal; nor any information or data supplied by Village, whether before or after Village's acceptance of this Contract/Proposal; nor any order by Village for the payment of money; nor any payment for or use, possession or acceptance of the whole or any part of any Product; nor any extension of time granted by Village; nor any delay by Village in exercising any right under this Contract/Proposal; nor any other act or omission of Village will constitute or be deemed to be an acceptance of any defective, damaged or nonconforming Product; nor operate to waive or otherwise diminish the effect of any representation or warranty made by Vendor or of any requirement or provision of this Contract/Proposal or of any remedy, power, or right of Village.

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

Attachment: Exhibit A - Northbrook 2023 Fireworks Agreement 2023_V3 (6559 : A Resolution Authorizing an Agreement with Mad Bomber

H. Attachments. Attachments A, B, and C attached to this Agreement are, incorporated in and made a part of this Agreement. In the event of a conflict between any Attachment and the text of this Agreement, the text of this Agreement will control.

I. Amendments. No modification, addition, deletion, revision, alteration or other change to this Contract/Proposal will be effective unless and until such change is reduced in writing and executed and delivered by Village and Vendor.

J. Assignment. Neither this Contract/Proposal, nor any interest herein, will be assigned or subcontract in whole or in part by Vendor, except upon the prior written consent of Village.

K. Survival. The provisions of Section 4 will survive the termination or expiration of the Agreement.

L. Governing Law. This Contract/Proposal and the rights of the parties under this Contract/Proposal will be interpreted according to the internal laws, but not the conflict of law rules of the State of Illinois.

DATED this _____ date of _____, 2022.
#28447865_v1

Attachment: Exhibit A - Northbrook 2023 Fireworks Agreement 2023_V3 (6559 : A Resolution Authorizing an Agreement with Mad Bomber

Vendor's Status: (x) IN Corporation ( )____Partnership ( ) Individual Proprietor
(State) (State)

Vendor's Name: Miand Inc.

Doing Business As (if different): Mad Bomber Fireworks Productions

Signature of Vendor or Authorized Agent:

(CORPORATE SEAL, IF APPLICABLE)

Printed Name: Randall McCasland

Title/Position: Director of Operations

Vendor's Business Address: 3999 E Hupp Rd R-3-1

LaPorte, IN 46350

Vendor's Business Telephone: (219)393.5051 Facsimile: (219) 393.3177

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

NAME	TITLE	ADDRESS
Andrew James	President	14509 Clark Rd Crown Point, IN 46307
Randy McCasland	Secretary	442 Summerhill Ct Valparaiso, In 46385

If it is the Vendor's intention to utilize a subcontractor(s) to fulfill the requirements of this contract, the Village must be advised of the subcontractor's company name, address, telephone and fax numbers, and a contact person's name at the time of bid submittal.

Will you be utilizing a subcontractor? ☐ YES X☐ NO

If yes, have you included all required information with your bid submittal? ☐ YES ☐ NO

Attachment: Exhibit A - Northbrook 2023 Fireworks Agreement 2023_V3 (6559 : A Resolution Authorizing an Agreement with Mad Bomber

ACCEPTANCE

The Contract/Proposal attached hereto and by this reference incorporated herein and made a part hereof is hereby accepted by the Village of Northbrook ("Village") this _____ day of _____, 20___.

This Acceptance, together with the Contract/Proposal attached hereto, constitutes the entire and only agreement between the parties relating to the Services and the Contract Price therefor and supersedes and merges any other prior or contemporaneous discussions, agreements or understandings, whether written or oral, and will prevail over any contradictory or inconsistent terms or conditions contained in any purchase order, acceptance, acknowledgment, invoice or other standard form used by the parties in the performance of the Contract/Proposal. Any such contradictory or inconsistent terms or conditions will be deemed objected to by Village without further notice of objection, will be of no effect, and will not be in any circumstances binding upon Village, unless accepted by Village in a written document plainly labeled, "Amendment to Contract/Proposal." Acceptance or rejection by Village of any such contradictory or inconsistent terms or conditions will not constitute acceptance of any other contradictory or inconsistent terms or conditions.

VILLAGE OF NORTHBROOK

By: _____
Cara Pavlicek
Village Manager

Attachment: Exhibit A - Northbrook 2023 Fireworks Agreement 2023_V3 (6559 : A Resolution Authorizing an Agreement with Mad Bomber

Attachment: Exhibit A - Northbrook 2023 Fireworks Agreement 2023_V3 (6559 : A Resolution Authorizing an Agreement with Mad Bomber

ATTACHMENT A

DESCRIPTION OF SERVICES AND SPECIFICATIONS

Introduction

The Village intends to procure a pyrotechnic fireworks display by qualified, licensed and/or registered contractors having experience in providing fireworks and pyrotechnics. The submitted proposal should include the Vendor's qualifications, scope of services/tasks; schedule and not-to-exceed costs for completing the project specified below.

Description of Services

The Vendor is seeking a qualified firm to design, procure and fire a pyrotechnic program ("***Display***") for its municipal 4th of July Festivities which are conducted in conjunction with the Northbrook Park District. The Vendor will provide all designs; materials, software and equipment necessary, to execute a display worthy of the 4th of July tradition.

The firing site will be at Anetsberger Golf Course at Techny Prairie Park, 1750 Techny Rd, Northbrook, IL 60062 ("***Display Site***") on July 4, 2023 ("***Display Date***") at approximately 9:30 p.m. or dark as determined by the Fire Department, with an alternate rain date on Labor Day Weekend, 2023 ("***Rain Date***") to be set by the Village of Northbrook in advance. Vendor will conduct the Display on the Display Date or the Rain Date in accordance with the following requirements.

Scope of Services.

Vendor will provide Village a complete description of number and type of shells that will be used in the Display ("***Display Program***"). The Display Program will describe the content and sequencing of the Display including the quantity of shells to be fired in each segment of the Display. The Display must conform to the following minimum requirements.

- Length of Display: Minimum of 30 minutes commencing at a time to be set by the Village. Displays are normally commenced at 9:30 pm or dark, but the commencement time may be adjusted by the Village to accommodate weather and other conditions.
- Conduct of Display: The Display must be preloaded prior to commencement and electronically fired.
- Nature of Display: Due to the nature of the discharge location, and to accommodate multiple viewing locations, every portion of the Display must be entirely aerial; ground discharges will not be permitted. The Display will include a distinct opening, mid-barrage and grand finale portion as described in the Display Program.
- Standards and Regulations: The Display will be conducted in accordance with the National Fire Protection Association Standard 1123-2014 or latest standard, Pyrotechnic Use Act ((425 ILCS 35/0.01 *et seq.*) and the Village of Northbrook Fire Chief's requirements for firing a display.

- Minimum Shell Requirements: Shells used in the Display may range from 3–6 inches in size with following distribution of shell sizes:

  2022 Quantities

Size of Aerial Display Shell	Minimum Quantity
3 Inch	804
4 Inch	504
5 Inch	252
6 Inch	150

  The Vendor may not substitute shells for the shells listed on the Display Program without prior written approval of the Village of Northbrook.

- Labeling of Shells: The Contractor will package all special effects shells, lingering effects shells, and multi-break shells together. Each shell will be specifically labeled for easy review and identification by the Village representatives.
- Unfired/Misfired Shells: All unfired fireworks will be covered or protected during firing. Any shell not properly fired will be disposed of in accordance with Village of Northbrook and Office of the State Fire Marshal, and Federal Regulations.
- Delivery and Inspection: All fireworks materials will be clearly marked, indicating the type of shell, and will be delivered to the site on the day of firing no earlier than 9:30 a.m. A representative of the Village will conduct inspection and inventory of the fireworks shells at least two (2) hours prior to the Display being readied for firing. Arrangements will be made for access to the firing site prior to July 4th, 2022, as requested by the Vendor.
- Personnel: The chief pyrotechnic operator in charge of firing the display will be at least 26 years of age. The chief pyrotechnic operator will have a minimum of five (5) years in pyrotechnic operator experience and have fired a minimum of six displays of the size and nature of the displays proposed herein within the previous 12 months. All other assistants will be at least 18 years of age. A minimum staff of two people will be provided for the Fourth of July display. The Village reserves the right to conduct background checks on all of Vendor's employees and subcontractors.
- Safety Equipment: The Contractor will provide necessary safety equipment, and all tools and materials, including, but not limited to mortar racks, containers, sand, lumber, stakes, etc., which may be required for the firing of the display. Fire extinguishers of appropriate classification and approved as operational will be accessible and in plain view from the time the fireworks arrive on site until all fireworks are completely removed from the site. The Vendor will be responsible for being registered with the Office of the State Fire Marshal per 225 ILCS 227 and will be responsible for all fees associated with any registrations.
- Compensation for Shorted or Misfired Shells: The Village of Northbrook reserves the right to deduct the cost of all shell(s) not provided, misfired, or those that failed to properly perform at the rates set forth in the Schedule of Prices.
- Inclement Weather: Any decision to postpone the Display will be made by the Village of Northbrook. In the event of inclement weather on the Display Date the Vendor will conduct the Display on the Rain Date at no additional cost to the Village.

Attachment: Exhibit A - Northbrook 2023 Fireworks Agreement 2023_V3 (6559 : A Resolution Authorizing an Agreement with Mad Bomber

- Post-Display Inspection and Clean Up: The Vendor will be responsible for removing all firing materials, debris, packing materials, etc., and for filling all holes utilized for firing of the Display. All holes left unattended as a result of a postponement of the Display will be marked with safety ribbon or cones. Removal of all materials will be completed within three hours after the firing of the Display. The Vendor will walk the fallout zone of the fireworks site the following the conclusion of the Display and will be responsible for the removal of any unexploded shells and to assist in the cleanup of debris, if deemed necessary by the Northbrook Park District.
- Storage of Materials. The Vendor may not store any materials associated with the Display overnight at the Display Site either prior to or after the Display Date. The Village of Northbrook will accept neither responsibility nor liability in connection with the storage of fireworks and/or firing materials.
- Permits: In addition to any permits that may need to be obtained from the State of Illinois or other governmental body, the Vendor will obtain a fireworks permit from the Village of Northbrook Fire Department for the Display.
- Crowd Control: The Village of Northbrook and Northbrook Park District will provide public safety and other personnel at the Display Site for crowd control and security and will provide a marked perimeter around the Display Site in accordance with Village of Northbrook Fire Marshal's Regulations.

Rain Date: To Be Determined

[redacted]

Attachment: Exhibit A - Northbrook 2023 Fireworks Agreement 2023_V3 (6559 : A Resolution Authorizing an Agreement with Mad Bomber

ATTACHMENT B

DISPLAY PROPOSAL AND SCHEDULE OF PRICES

As part of its Proposal, Vendor will provide the following information on separate sheets of paper as appropriate:

- Firm Description: Describe Vendor firm's structure, areas of expertise, time in business, number of employees and other information that would help characterize Vendor's firm.
- Description of Proposed Display: Provide a written and pictorial description, as appropriate, of the proposed Display to be provided to the Village. This description will serve as the basis for the Display Program.
    - Description must include a shell inventory that indicates the number of proposed shells by size, type, show breakdown totals (Grand Opening, Main Body, Barrage and Grand Finale) and overall total. Detail and indicate how many of each size shell would be used for each the Display. Such detail must match unit price descriptions and quantities in Schedule of Prices.
    - Include information that indicates proposed shell types by break patterns and color.
    - Confirm how the proposed Display complies with the specifications set forth in this Request for Proposals to include aerial only displays and music synchronization.
- Operators and Crew Members: Proposals must include a complete list of the on-site manager(s), display operators and crew members (including names and addresses) and a listing of licenses, other credentials and years of experience.
- Schedule of Prices: Vendor will provide a breakdown of the Contract Price by unit price item. All prices will include all overhead and profit, taxes, royalties, license fees, delivery, contributions and premiums, and compensation to all subcontractors and suppliers.

PRICE SCHEDULE 2022 Updated for 2023

Portion of Display	Shell Type	Quantity	Unit Price ($)
	3" Display Shells	**804**	**16.55/13,306.20**
	4" Display Shells	**500**	**33.12/16,560.00**
	5" Display Shells	**231**	**48.30/11,157.30**
	6" Display Shells	**136**	**80.70/10,975.20**
TOTAL COST OF DISPLAY			**$51,998.70**

Seller

Buyer

Attachment: Exhibit A - Northbrook 2023 Fireworks Agreement 2023_V3 (6559 : A Resolution Authorizing an Agreement with Mad Bomber

ATTACHMENT C

INSURANCE COVERAGES

A. Worker's Compensation and Employer's Liability with limits not less than:

(1) Worker's Compensation: Statutory;

(2) Employer's Liability:

$500,000 injury-per occurrence

$500,000 disease-per employee

$500,000 disease-policy limit

Such insurance will evidence that coverage applies in the State of Illinois. Such policies will not be required unless and until Vendor hires additional employees besides Mr. Hernandez and is required by Illinois law to maintain Worker's Compensation coverage.

B. Comprehensive Motor Vehicle Liability with a combined single limit of liability for bodily injury and property damage of not less than $1,000,000 for scheduled vehicles. In the event that Vendor acquires or makes use of multiple vehicles such coverage will be expanded to owned, non-owned, or rented vehicles as may be appropriate to ensure coverage of all vehicles used by Vendor to provide services to the Village.

All employees will be included as insureds.

C. Comprehensive General Liability with coverage written on an "occurrence" basis and with limits no less than:

$5,000,000 Bodily Injury and Property Damage Combined Single Limit

Coverage is to be written on an "occurrence" bases.

Coverages will include:

- Broad Form Property Damage Endorsement
- Blanket Contractual Liability (must expressly cover the indemnity provisions of the Contract)

D. Umbrella Policy. The required coverages may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.

F. Owner as Additional Insured. Village and the Northbrook Park District will be named as an Additional Insured on all policies except for:

Worker's Compensation

Employer's Liability

Each such additional Insured endorsement will identify Village as follows: Village of Northbrook, including its Board members and elected and appointed officials, its officers, employees, agents, attorneys, consultants, and representatives.

Attachment: Exhibit A - Northbrook 2023 Fireworks Agreement 2023_V3 (6559 : A Resolution Authorizing an Agreement with Mad Bomber

MEMORANDUM
VILLAGE OF NORTHBROOK
FIRE DEPARTMENT

TO: CARA PAVLICEK, VILLAGE MANAGER

FROM: ANDREW CARLSON, FIRE CHIEF

DATE: March 14, 2023

SUBJECT: A RESOLUTION AUTHORIZING A REVISED IGA FOR PARTICIPATION IN MABAS

The Mutual Aid Box Alarm System (**MABAS**) was organized in 1968 in the northwest and western suburbs of Chicago to coordinate and automate fire department mutual aid. Predetermined resources of personnel and fire equipment are assigned to respond to specific incidents or areas. This formal system is very important for large scale incidents, certain incidents types that are manpower intensive or require specialized training, and when a community's resources have been depleted due to multiple simultaneous calls.

MABAS has been so successful that it has spread throughout Illinois and relatively recently into several surrounding states. The last revision of the master MABAS intergovernmental agreement was circa 1988. Due to its exponential growth and that the last agreement revision is 35 years old, MABAS has created an updated revision of the agreement.

This resolution authorizes the Village of Northbrook to continue our longstanding and beneficial participation in MABAS through the revised intergovernmental agreement. Staff will be at the March 14, 2023 Village Board meeting to answer any questions.

Resolution (ID # 6560)

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 Intergovernmental Agreement for Participation in the Mutual Aid Box Alarm System

is hereby adopted, as follows:

Section 1. Recitals.

The Mutual Aid Box Alarm System (***"MABAS"***) was organized beginning in 1968 in the northwest and western suburbs of Chicago, Illinois to coordinate and automate fire department mutual aid, based roughly on the Chicago Fire Department's box alarm system of predetermined resources assigned to respond to a specific incident or area. Since 1968, MABAS has grown into a multi-state organization to coordinate responses to fires, emergency medical calls, hazardous material, technical rescue and other emergencies and disasters through prearranged mutual aid and dispatch agreements. The system is designed to facilitate all levels of mutual aid from day-to-day automatic aid responses to major incidents and disasters requiring significant deployment of resources. MABAS member Units include the gambit from all-volunteer fire departments to major cities like Chicago, Milwaukee and St. Louis.

Since the last revision of the master MABAS intergovernmental agreement in about 1988, MABAS has grown exponentially to its current composition of almost 1,200 Illinois Units and 2200 total Units in Illinois and several adjoining States.

It is the express intent of member Units that the MABAS Agreement be in a form which can be adopted by Units in different States where Units may lawfully enter into agreements providing for their mutual aid and protection. Thus, even if the MABAS Agreement does not specifically cite the applicable current legal authority for a particular State and its member Units, the lack of such citation shall not be construed in any manner as an impediment to or prohibition of Units from other States from joining MABAS. It is also the express intent of the member Units that all Units adopt this same Intergovernmental Agreement without modification.

The Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves, with the State, with other States and their units of local government, and with the United States to obtain and share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or ordinance; and to further contract or otherwise associate with individuals, associations, and corporations in any manner not prohibited by law or ordinance.

The "Intergovernmental Cooperation Act", 5 ILCS 220/1 *et seq.*, provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government including units of local government from another state.

Section 5 of the "Intergovernmental Cooperation Act", 5 ILCS 220/5, provides that any one or more public agencies may contract with any one or more public agencies to perform any

governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract.

The President and the Board of Trustees of the Village of Northbrook have determined that it is in the best interests of this unit of local government and its residents to enter into a Mutual Aid Box Alarm System Master Agreement ("***Agreement***") to secure to each the benefits of mutual aid in fire protection, firefighting, rescue, emergency medical services and other activities for the protection of life and property from an emergency or disaster and to provide for communications procedures, training and other necessary functions to further the provision of said protection of life and property from an emergency or disaster.

Section 2. Incorporation of Recitals.

That the recitals set forth above are incorporated here by reference.

Section 3. Approval of Agreement.

The Agreement, in the form approved by the MABAS Executive Board October 19, 2022, is hereby approved, and the Village President and the Clerk are hereby authorized and directed to execute the Agreement, a copy of which is attached to this Resolution as ***Exhibit A*** and, by this reference, made a part hereof.

Section 4. Repealer.

All prior ordinances, resolutions or motions, or parts of ordinances, resolutions, or motions in conflict with any of the provisions of this Resolution shall be, and the same are hereby repealed to the extent of the conflict.

Section 5. Severability.

This Resolution and every provision thereof shall be considered severable. If any section, paragraph, clause, or provision of this Resolution is declared by a court of law to be invalid or unconstitutional, the invalidity or unconstitutionality thereof shall not affect the validity of any other provisions of this Resolution.

Section 6. Effective Date.

This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

Scheduled: 3/14/2023

ATTEST:

_____
Village President

_____
Village Clerk



MUTUAL AID BOX ALARM SYSTEM
MASTER AGREEMENT

As Approved by the MABAS Executive Board:
October 19, 2022

Attachment: Exhibit A - Updated MABAS Master Agreement (6560 : A Resolution Authorizing a Revised IGA for Participation in MABAS)

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Attachment: Exhibit A - Updated MABAS Master Agreement (6560 : A Resolution Authorizing a Revised IGA for Participation in MABAS)

This Agreement by and among the units of federal, state and local government, and other non-governmental emergency response organizations, subscribed hereto, hereafter referred to as "Units", or "Parties" is made and entered into the date set forth next to the signatures of those authorized to execute this Agreement on behalf of the respective Parties, each Party having approved this Agreement and adopted same pursuant to their state's constitutional and statutory authority and in a manner provided by law. In order to provide efficient and effective management of this Agreement, groups of the Parties may be established as "Chapters" on a state-by-state basis and Chapters may include Parties from adjoining states.

WHEREAS, the Mutual Aid Box Alarm System (MABAS) was formally organized beginning in 1968 in the northwest and western suburbs of Chicago, Illinois to coordinate and automate fire department mutual aid based roughly on the Chicago Fire Department's box alarm system, whereby predetermined resources of personnel and fire equipment were assigned to respond to a specific incident or area; and

WHEREAS, MABAS has grown into a multi-state organization through prearranged mutual aid and dispatch agreements that coordinate responses to emergencies and disasters including fires, emergency medical calls, hazardous material incidents, water related rescues, and technical rescues, and MABAS is designed to facilitate all levels of mutual aid from day-to-day automatic aid responses to major incidents and disasters requiring significant deployment of resources; and

WHEREAS, since the last revision of the master MABAS intergovernmental agreement circa 1988, MABAS has grown exponentially to its current composition of almost 1,200 Illinois Units and 2,200 total Units in Illinois and several nearby States with Units ranging from all-volunteer fire departments to major cities like Chicago, Milwaukee, and St. Louis; and

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves , with the State, with other States and their units of local government, and with the United States to obtain and share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or ordinance; and to further contract or otherwise associate with individuals, associations, and corporations in any manner not prohibited by law or ordinance; and to further contract or otherwise associate with individuals, associations, and corporations in any manner not prohibited by law; and

WHEREAS, the Illinois "Intergovernmental Cooperation Act", 5 ILCS 220/1 et seq., provides that any power or powers, privileges or authority exercised, or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government including units of local government from another state; and

WHEREAS, Section 5 of the Illinois "Intergovernmental Cooperation Act", 5 ILCS 220/5, provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract; and

WHEREAS, the Indiana Code at Section 36-1-7 (IC 36-1-7) authorizes an Indiana political subdivision to enter into a mutual aid agreement with political subdivisions of states other than Indiana, provided the agreement contains the necessary terms and conditions set out in IC 36-7-3, is approved by the Indiana Attorney General as required under IC 36-1-7-4, is recorded with the county recorder and filed with the Indiana State Board of Accounts as required under IC 36-1-7-6; and

WHEREAS, for the purposes of Chapter 3 of Indiana Emergency Management and Disaster law, the term "political subdivision" means city, town, township, county, school corporation, library district, local housing authority, public transportation corporation, local building authority, local hospital or corporation, local airport authority or other separate local governmental entity that may sue and be sued. (See IC 10-14-3-6, IC 36-1-2-13, IC 36-1-2-10, IC 36-1-2-11, IC 36-1-2-18); and

WHEREAS, the Indiana Code at Section 10-14-6.5 (IC 10-14-6.5) authorizes the State of Indiana and local units of government to enter into agreements to provide interstate mutual aid for emergency responses that do not rise to the level requiring a state or local declaration of a state of emergency or disaster; and

WHEREAS, Chapter 28E of the State Code of Iowa provides that any powers, privileges or authority exercised or capable of exercise by a public agency of the State of Iowa may be exercised and enjoyed jointly with any public agency of any other state or of the United States to the extent that laws of such other state or of the United States permit such joint exercise or enjoyment (See 28E.3); and

WHEREAS, the State Code of Iowa, in Chapter 28E, authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which any of the public agencies entering into the contract is

Attachment: Exhibit A - Updated MABAS Master Agreement (6560 : A Resolution Authorizing a Revised IGA for Participation in MABAS)

authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract (See 28E.12); and

WHEREAS, for the purposes of Chapter 28E of the State Code of Iowa, the term "public agency" means any political subdivision of the State of Iowa; any agency of Iowa's government or of the United States; and any political subdivision of another state (See 28E.2); and

WHEREAS, the Constitution of the State of Michigan, 1963, Article VII, Section 28, authorizes units of local government to contract as provided by law; and

WHEREAS, the Urban Cooperation Act of 1967, 1967 PA 7, MCL 124.501, *et seq.*, provides that any political subdivision of Michigan or of another state may enter into interlocal agreements for joint exercise of power, privilege, or authority that agencies share in common and might each exercise separately; and

WHEREAS, Minnesota Statute 471.59 authorizes two or more governmental units, by agreement entered into through action of their governing bodies, to jointly or cooperatively exercise any power common to the contracting parties or any similar powers, including those which are the same except for the territorial limits within which they may be exercised; and

WHEREAS, the term "governmental unit" in Minnesota Statute 471.59 includes every city, county, town, school district, and other political subdivision of this or another state; another state; the University of Minnesota; licensed nonprofit hospitals; and any agency of the state of Minnesota or the United States. The term also includes any instrumentality of a governmental unit if that unit has independent policy-making and appropriating authority; and

WHEREAS, Article VI, Section 16 of the Constitution of Missouri and Sections 70.210, 70.320, and 70.220.1, of the Revised Statutes of Missouri, provide that any municipality or political subdivision of the state of Missouri may contract and cooperate with other municipalities or political subdivisions thereof, or with other states or their municipalities or political subdivisions, or with the United States, to provide a common service as provided by law so long as the subject and purpose of such are within the scope of the powers of such municipality or political subdivision; and

WHEREAS, for the purposes of Sections 70.210, 70.320, and 70.220.1 of the Revised Statutes of Missouri, "municipality" means municipal corporations, political corporations, and other public corporations and agencies authorized to exercise governmental functions; and "political subdivision" means counties, townships, cities, towns, villages, school, county library, city library, city-county library, road, drainage, sewer, levee and fire districts, soil and water conservation districts, watershed subdistricts, county hospitals, and any board of control of an art museum, and any other public subdivision or public corporation having the power to tax; and

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WHEREAS, Title LV, Section 5502.291 of the Ohio Revised Code authorizes the governor to enter into mutual aid arrangements for reciprocal emergency management aid and assistance with other states and to coordinate mutual aid plans between political subdivisions, between the State of Ohio and other states, or between the State of Ohio and the United States; and

WHEREAS, Sections 66.0301 and 66.0303, Wisconsin Statutes, authorize municipalities to contract with municipalities of another state for the receipt or furnishing of services or the joint exercise of any power or duty required or authorized by statute to the extent that laws of the other state or of the United States permit the joint exercise; and, jointly exercise powers delegated to them and, thereby, to make certain agreements concerning boundary lines between themselves; and

WHEREAS, for the purposes of Subchapter III of Chapter 66 of the Wisconsin Statutes, the term "municipality" includes political subdivisions, which refers to any city, village, town, or county in this state or any city, village, town, county, district, authority, agency, commission, or other similar governmental entity in another state; (See Wis. Stat. 66.0303(1), 66.0304(1)(f)); and

WHEREAS, similar provisions providing for intergovernmental cooperation exist in the other states in which any Party to this Agreement resides, and which provide legal authority for each respective Party to enter into the Agreement; and

WHEREAS, the Parties have determined that it is in their best interests to enter into this Agreement to secure to each the benefits of mutual aid in fire protection, suppression, provision of rescue and emergency medical assistance, hazardous materials control, technical rescue, training and any other emergency support for the protection of life and property in the event of an Emergency, Disaster, or other Serious Threat to Public Health and Safety, and to engage in Training and other preparedness activities in furtherance of the foregoing mutual aid activities; and

NOW, THEREFORE, in consideration of the mutual covenants and understandings set forth in this Agreement, and pursuant to the authority bestowed upon the Parties set forth above, it is agreed by, among and between the Parties as follows:

SECTION ONE - PURPOSE

It is recognized and acknowledged that leveraging collective resources from other Units to provide effective, efficient response to Emergencies, Disasters, or Serious Threats to Public Safety is desired. Further, it is acknowledged that the closest, available Unit(s) that can render aid may be outside of a requesting Unit's or Chapter's jurisdiction. Accordingly, it is the express intent of the

Parties that this agreement be in a standardized form which can be adopted by Units in different States, notwithstanding this Agreement may not specifically cite the applicable current legal authority for a particular State and its member Units to join MABAS, the lack of such citation herein shall not be construed in any manner as an impediment to or prohibition of Units within other States from joining MABAS, it being the express intent of the Parties that each Unit desiring to join MABAS may become additional Parties hereto by adopting this Intergovernmental Agreement without modification; In this fashion by way of this Agreement, the Parties will have created a mutual aid agreement that incorporates emergency response disciplines from federal, state and local governmental units, as well as non-governmental organizations and corporations that provide emergency response functions and services that support the mission of MABAS and its member Units;

SECTION TWO – RULES OF CONSTRUCTION AND DEFINITIONS

1. The language in this Agreement shall be interpreted in accordance with the following rules of construction: (a) The word "may" is permissive and the word "shall" is mandatory; and (b) except where the context reveals the contrary: The singular includes the plural and the plural includes the singular, and the masculine gender includes the feminine and neuter.

2. When the following words in bold font with the first letter in the upper case are used in this Agreement, such words shall have the meanings ascribed to them in this Subsection:
   A. "**Agreement**" means this Master Mutual Aid Box Alarm System Agreement.
   B. "**Aiding Unit**" means any Unit furnishing equipment, Emergency Responders, or Emergency Services to a Requesting Unit under this Agreement.
   C. "**Automatic Mutual Aid**" or "**Auto-Aid**" means the provision of mutual aid through a prearranged plan between Units whereby assistance is provided at the time of dispatch without a specific request from an Incident Commander.
   D. "**Box Alarm**" means a prearranged plan for an Emergency or Disaster that uses a defined process for implementation, dispatch and response.
   E. "**Chapter**" means a group of Divisions, established on a state-by-state basis, and whose members may include Units from other States.
   F. "**Chapter Governing Board**" means the governing body of a Chapter which is composed of a representative of each member Division or Region within a Chapter as provided by the Chapter's Bylaws.

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G. "**Chapter President**" means a person elected as the President of each state Chapter;

H. "**Chief Officer**" means the Fire Chief or agency head of a Unit, or a designee of the Unit's Fire Chief or agency head.

I. "**Council of Chapter Presidents**" means the council or board whose members shall be the elected President of each State's Chapter, as set forth in this Agreement.

J. "**Disaster**" means an occurrence or threat of widespread or severe damage, injury, or loss of life or property resulting from a natural or human-made cause, including fire, severe weather event, environmental contamination, utility failure, radiological incident, structural collapse, explosion, transportation accident, hazardous materials incident, epidemic, pandemic, or similar calamity.

K. "**Division**" means geographically associated Units which have been grouped for operational efficiency and representation within a State and may include Units from adjoining States.

L. "**Emergency**" means any occurrence or condition which results in a situation where assistance is requested to supplement local efforts and capabilities to save lives, protect property and protect the public health and safety, or to lessen or avert the threat of a catastrophe or Disaster or other Serious Threat to Public Health and Safety.

M. "**Emergency Responder**" includes any person who is an employee or agent of an Unit. An Emergency Responder includes, without limitation, the following: firefighters (including full time, part time, volunteer, paid-on -call, paid on premises, and contracted personnel, as well as hazardous materials, specialized rescue, extrication, water rescue, and other specialized personnel), emergency medical services personnel, support personnel and authorized members of non-governmental response Units.

N. "**Emergency Services**" means provision of personnel and equipment for fire protection, suppression, provision of rescue and emergency medical services, hazardous materials response, technical rescue and recovery, and any other emergency support for the protection of life and property in the event of an Emergency, Disaster, or other Serious Threat to Public Health and Safety, and includes joint Training for the provision of any such services by the Units.

O. "**Incident Commander**" is the individual responsible for all incident activities, including the development of strategies and tactics and the ordering and the release of resources in the provision of Emergency Services, has overall authority and

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responsibility for conducting incident operations, and is responsible for the on-scene management of all incident operations.

P. "**Incident Command System**" means a standardized management system such as the National Incident Management System (NIMS), designed to enable effective and efficient incident management by integrating a combination of facilities, equipment, personnel, procedures, and communications operating within a common organizational structure.

Q. "**MABAS**" means the Mutual Aid Box Alarm System described in the Agreement, and is an intergovernmental agency formed pursuant to the authority of the Illinois Intergovernmental Cooperation Act and similar intergovernmental cooperation authority of other states in which Units reside.

R. "**Mutual Aid**" is assistance from an Aiding Unit to a Requesting Unit as the result of an Emergency or other event and may precede the request for a Box Alarm and includes Automatic Mutual Aid.

S. "**Requesting Unit**" means any Unit requesting assistance of another Unit under this Agreement.

T. "**Serious Threats to Public Health and Safety**" means threats, incidents or planned events of sufficient magnitude that the adequate public safety response requires mutual aid or other assistance.

U. "**Training**" means the instruction and/or assessment of Emergency Services during non-emergency drills and instruction whether in the field or classroom.

V. "Unit" (also "Member Unit") means components of federal, state or local government, or other non-governmental emergency response organizations who have become Parties to this Agreement.

SECTION THREE – AUTHORITY AND ACTION TO EFFECT MUTUAL AID

The Parties hereby authorize and direct their respective Chief Officer, or designee, to take reasonably necessary and proper action to render and request Mutual Aid to and from the other Parties to the Agreement, and to participate in Training activities, all in furtherance of effective and efficient provision of Mutual Aid pursuant to this Agreement.

In accordance with a Party's policies and within the authority provided to its Chief Officer, upon an Aiding Unit's receipt of a request from a Requesting Unit for Emergency Services, the Chief

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Officer, or the Chief Officer's designee such as the ranking officer on duty, may commit the requested Mutual Aid in the form of equipment, Emergency Responders, and Emergency Services to the assistance of the Requesting Unit. All aid rendered shall be to the extent of available personnel and equipment taking into consideration the resources required for adequate protection of the territorial limits of the Aiding Unit. The decision of the Chief Officer, or designee, of the Aiding Unit as to the personnel and equipment available to render aid, if any, shall be final.

SECTION FOUR – JURISDICTION OVER PERSONNEL AND EQUIPMENT

Emergency Responders dispatched to aid a Requesting Unit pursuant to this Agreement shall, at all times, remain employees or agents of the Aiding Unit, and are entitled to receive any benefits and compensation to which they may otherwise be entitled under the laws, regulations, or ordinances of the United States of America, their respective States, and their respective political subdivisions. This includes, but is not limited to, benefits for pension, relief, disability, death, and workers' compensation. If an Emergency Responder is injured or killed while rendering assistance under this Agreement, benefits shall be afforded in the same manner and on the same terms as if the injury or death were sustained while the Emergency Responder was rendering assistance for or within the Aiding Unit's own jurisdiction.

Emergency Responders of the Aiding Unit will come under the operational control of the Requesting Unit's Incident Commander, or other appropriate authority, until released. The Aiding Unit shall, at all times, have the right to withdraw any and all aid upon the order of its Chief Officer, or designee. The Aiding Unit shall notify the Incident Commander of the extent of any withdrawal, and coordinate the withdrawal to minimize jeopardizing the safety of the operation or other Emergency Responders.

If for any reason an Aiding Unit determines that it cannot respond to a Requesting Unit, the Aiding Unit shall promptly notify the Requesting Unit of the Aiding Unit's inability to respond; however, failure to promptly notify the Requesting Party of such inability to respond shall not be deemed to be noncompliance with the terms of this Section and no liability may be assigned. No liability of any kind shall be attributed to or assumed by a Party, for failure or refusal to render aid, or for withdrawal of aid.

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SECTION FIVE – COMPENSATION FOR AID

Nothing herein shall operate to bar any recovery of funds from any third party, state or federal agency under any existing statutes, or other authority. Each Aiding Unit is responsible for the compensation of its Emergency Responders providing Mutual Aid and for any additional costs incurred to ensure its jurisdiction has adequate resources during the rendering of Mutual Aid.

Day-to-day Mutual Aid should remain free of charge and the administrative requirements of reimbursement make it infeasible to charge for day-to-day Mutual Aid. However, the following exceptions may be applied:

1. Third Party Reimbursement - Expenses for Emergency Services recoverable from third parties shall be proportionally distributed to all participating Units by the Unit recovering such payment from a third party. The Unit responsible for seeking payment from a third party shall provide timely notice to Aiding Units of a date by which submission of a request for reimbursement must be received. Reimbursement shall be based on the accurate and timely submission of allowable costs and documentation attributable to the incident by each Aiding Unit. These costs include manpower, use of equipment and materials provided, and damage or loss of equipment. The Unit recovering payment from a third party shall notify Aiding Units that such payment has been made and will reimburse the other Units. If the third-party payment is less than the full amount of all Units' cost submittals, the funds shall be proportionally distributed based on each Unit's submitted costs compared to the total of all costs submitted. Intrastate Emergency Management Agency Tasking - Expenses recoverable related to a response to an emergency or disaster at the request of a state's emergency management agency or authority. Reimbursement shall be based on the accurate and timely submission of allowable costs and documentation attributable to the response by each Aiding Unit. These costs include manpower, use of equipment and materials provided, and damage or loss of equipment. The Unit recovering payment from a state shall notify Aiding Units that such payment has been made and will reimburse the other Units. If the payment is less than the full amount of all Units' cost submittals, the funds shall be proportionally distributed based on each Unit's submitted costs compared to the total of all costs submitted.
2. Interstate Emergency Management Assistance Compact ("EMAC") Response – Expenses recoverable related to a response to an emergency or disaster at the request of a state's emergency management agency or authority to another state. Reimbursement shall be

Attachment: Exhibit A - Updated MABAS Master Agreement (6560 : A Resolution Authorizing a Revised IGA for Participation in MABAS)

based on the accurate and timely submission of allowable costs and documentation attributable to the response by each Aiding Unit. These costs include manpower, use of equipment and materials provided, and damage or loss of equipment. If these payments are not made directly to the participating Units, the Unit recovering payment from a state shall notify Aiding Units that such payment has been made and will reimburse the other Units. If the payment is less than the full amount of all Units' cost submittals, the funds shall be proportionally distributed based on each Unit's submitted costs compared to the total of all costs submitted.

3. Emergency Medical Services Billing – Member Units providing Mutual Aid under this Agreement may bill patients for emergency medical services in accordance with applicable federal, state, and local ambulance billing regulations.

SECTION SIX - INSURANCE

Each Party shall procure and maintain, at its sole and exclusive expense, insurance coverage, including comprehensive liability, personal injury, property damage, workers' compensation, auto, and, if applicable, watercraft, aircraft, drones or, emergency medical service professional liability, with minimum policy limits of:

Auto liability: $1,000,000 combined single limit
General Liability: $1,000,000 per occurrence
Emergency Medical Service Professional Liability: $1,000,000 per occurrence
Workers' Compensation: Statutory limits

The obligations of this Section may be satisfied by a Party's membership in a self-insurance pool, a self-insurance plan, or arrangement with an insurance provider approved by the state of jurisdiction. To the extent permitted by governing law of the state in which a Party resides, each Party agrees to waive subrogation rights it may acquire, and to require any insurer to waive subrogation rights they may acquire, by virtue of the payment of claims, suits, or other loss arising out of this Agreement, and shall, as to any insurer, obtain any endorsement necessary to effectuate such waiver of subrogation.

Attachment: Exhibit A - Updated MABAS Master Agreement (6560 : A Resolution Authorizing a Revised IGA for Participation in MABAS)

SECTION SEVEN - LIABILITY

Each Party will be solely responsible for the acts of its own governing body, officers, employees, agents, and subcontractors, expressly including, but not limited to, all of its Emergency Responders, the costs associated with those acts, and the defense of those acts. No Party shall be responsible to another Party for any liability or costs arising from the act of an employee or agent of another Party. Each Party hereto shall hold other Parties hereto harmless for any liability or costs arising from the act of an employee or agent of another Party. The Provisions of this Section shall survive the termination of this Agreement by any Party.

Any Party responding under this Agreement to another state shall be considered agents of the Requesting Unit in the other state for tort liability and immunity purposes related to third-party claims to the extent permissible under the laws of both states. Nothing in this Section shall be deemed a waiver by any Party of its right to dispute any claim or assert statutory and common law immunities as to third parties.

SECTION EIGHT - CHAPTERS

For operational efficiency and representation of Units and Divisions, Chapters are hereby created on a state-by-state basis. Chapters shall elect a President to the Council of Chapter Presidents. When a Division forms within a state that does not have a Chapter, that Division will be affiliated with another state Chapter. When three Divisions within a state become organized, a Chapter for that state shall automatically be created, and Divisions within that state shall be transitioned to the new Chapter, unless prohibited by state statute(s).

Chapters shall have their own governing Board selected by the Units, Divisions, or Regions, and shall determine the number and role of Chapter officers. Chapters shall develop bylaws that provide for their governance and operations within the framework of this Agreement and the direction of the Council of Chapter Presidents. Chapters shall maintain authority to establish Divisions or Regions, to the assignment of Units to Divisions or Regions, and to establish emergency response procedures, protocols, resources, and training requirements. Chapters and their Divisions may fix and assess dues, secure appropriate insurance, own and maintain facilities, vehicles, apparatus and equipment, employ and provide benefits for personnel, operate specialized response teams, participate in EMAC activities, enter into agreements with other

Attachment: Exhibit A - Updated MABAS Master Agreement (6560 : A Resolution Authorizing a Revised IGA for Participation in MABAS)

governmental and non-governmental entities, and administer the affairs of their Chapter, to facilitate the purposes of MABAS.

SECTION NINE – COUNCIL OF CHAPTER PRESIDENTS

A Council of Chapter Presidents is hereby created that consists of the elected President of each state Chapter. The Council of Chapter Presidents shall facilitate coordination among state Chapters, adopt bylaws for the operation of the Council of Presidents, ensure compliance with this Agreement, recommend common operating procedures and practices, recommend changes to this Agreement, and promote unity to facilitate the purposes of MABAS. MABAS and the Council of Chapter Presidents shall be hosted by the founding Chapter of MABAS, Illinois, and shall be based therein. As the Council is hosted in Illinois, all issues and questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois.

SECTION TEN - DIVISIONS

For operational efficiency and representation of Member Units, Divisions are hereby authorized on a Chapter-by-Chapter basis in accordance with procedures established by their Chapter. When a Division forms within a state that does not have a Chapter, that Division will be affiliated with another state Chapter in accordance with procedures established by that other state's Chapter.

Divisions shall have their own governing Board, shall determine the number and role of Division officers, and shall develop bylaws that govern their operations within the framework of this Agreement and direction of the Chapter and Council of Chapter Presidents. Divisions shall maintain authority to establish emergency response procedures, protocols, resources, and training requirements within the framework of this Agreement and the direction of the Chapter and Council of Chapter Presidents. Divisions may fix and assess dues, secure appropriate insurance, own and maintain facilities, vehicles, apparatus and equipment, employ and provide benefits for personnel, operate specialized response teams, enter into agreements with other governmental and non-governmental entities, and administer the affairs of their Division, to facilitate the purposes of MABAS.

Attachment: Exhibit A - Updated MABAS Master Agreement (6560 : A Resolution Authorizing a Revised IGA for Participation in MABAS)

SECTION ELEVEN - TERM

This Agreement shall be in effect for a term of one year from the date of signature hereof and shall automatically renew for successive one-year terms unless terminated in accordance with this Section. Any Party may terminate their participation within this Agreement, at any time, for any reason, or for no reason at all, upon ninety (90) days written notice to the applicable state Chapter. A Unit that terminates this Agreement must return any asset that is owned by, or provided from, a Chapter or its Divisions prior to the termination of the Agreement, unless agreed to otherwise in writing by the Chapter or Division. Costs associated with the recovery or replacement of said asset if it is not voluntarily returned after written notice has been given shall be borne by the departing Unit, including reasonable legal fees.

SECTION TWELVE - MISCELLANEOUS

A. Entire Agreement. This Agreement sets forth the entire agreement between the Parties. The language of this Agreement shall be construed as a whole according to its fair meaning and not construed strictly for or against any Party. By signing this agreement, each of the Parties affirm that they have taken all actions and secured all local approvals necessary to authorize and sign this Agreement.

B. Binding Effect. This Agreement shall be binding upon and inure to the benefit of any successor entity which may assume the obligations of any Party hereto.

C. Severability of Provisions. If a Court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, then that provision shall be deemed severed from this Agreement. The remainder of this Agreement shall remain in full force.

D. Captions. The captions, headings, and titles in this Agreement are intended for the convenience of the reader and not intended to have any substantive meaning and are not to be interpreted as part of this Agreement.

E. Terminology. All terms and words used in this Agreement, regardless of the numbers or gender in which they are used, are deemed to include any other number and any other gender as the context may require.

Attachment: Exhibit A - Updated MABAS Master Agreement (6560 : A Resolution Authorizing a Revised IGA for Participation in MABAS)

F. Recitals. The Recitals shall be considered an integral part of this Agreement.

G. No Third-Party Beneficiaries. Except as expressly provided herein, this Agreement does not create, by implication or otherwise, any direct or indirect obligation, duty, promise, benefit, right of indemnification (i.e., contractual, legal, equitable, or by implication), right of subrogation as to any Party's rights in this Agreement, or any other right of any kind in favor of any individual or legal entity.

H. Counterpart Signatures. This Agreement may be signed in multiple counterparts. The counterparts taken together shall constitute one (1) agreement.

I. Permits and Licenses. Each Party shall be responsible for obtaining and maintaining, throughout the term of this Agreement, licenses, permits, certificates, and governmental authorizations for its employees and/or agents necessary to perform their obligations under this Agreement.

J. No Implied Waiver. Absent a written waiver, no fact, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.

K. Notices. Notices given under this Agreement shall be in writing and shall be delivered by one or more of the following processes: personally delivered, sent by express delivery service, certified mail, or first-class U.S. mail postage prepaid to the head of the governing body of the participating agency.

SECTION THIRTEEN - AMENDMENT

An amendment may be proposed by any Party, Division or Chapter, and be presented to the Council of Chapter Presidents for review, comment, and modification. The Council of Chapter Presidents shall, after consideration, recommend final amendatory language to all Parties for adoption and execution. The Agreement may be amended only upon written agreement and approval of the governing bodies of two-thirds (2/3) of the Parties. All Amendments to this Agreement shall comply with the applicable laws of the respective states.

Attachment: Exhibit A - Updated MABAS Master Agreement (6560 : A Resolution Authorizing a Revised IGA for Participation in MABAS)

SECTION FOURTEEN – REVOCATION OF PRIOR AGREEMENTS

This Agreement shall replace all prior Mutual Aid Box Alarm System agreements effective at 12:01 a.m. Central Standard Time on January 1, 2024, and in accordance with the laws of their respective states. Any member Unit that has not become a Party to this Agreement by 12:01 a.m. Central Standard Time on January 1, 2024, shall no longer be affiliated with MABAS in any capacity, shall not continue to benefit from its prior association with MABAS, and shall not rely on the MABAS system for emergency responses, until subsequently rejoining MABAS by the adoption of an approving ordinance or resolution and entering into this Agreement, as may be amended from time to time. The effective date for any new Member Unit joining after January 1, 2024, shall be the date set forth next to the signature of that new Member Unit.

Any MABAS owned assets in the possession of a Unit that fails to execute this Agreement shall return said assets to MABAS no later than January 31, 2024. Costs associated with the recovery or replacement of said asset shall be borne by the Unit failing to execute this Agreement, including reasonable legal fees.

SECTION FIFTEEN - APPROVAL

This Agreement may be executed in multiple originals. The undersigned attests that they have the authority to execute this Agreement which has been approved by appropriate ordinance, resolution or authority and is hereby adopted by the _____ _____, (Unit) this ___ day of _____, 202__. A certified copy of approving ordinance, resolution or authority, along with the executed Agreement shall be forwarded to the applicable state Chapter, and a master list of Parties shall be kept by the Council of Chapter Presidents.

By:_____

Title:_____

Attest:_____

Title:_____

Attachment: Exhibit A - Updated MABAS Master Agreement (6560 : A Resolution Authorizing a Revised IGA for Participation in MABAS)

MEMORANDUM
VILLAGE OF NORTHBROOK
FIRE DEPARTMENT

TO: CARA PAVLICEK, VILLAGE MANAGER

FROM: JOEL EATON, DEPUTY CHIEF

DATE: March 14, 2023

SUBJECT: A RESOLUTION AUTHORIZING AN AGREEMENT FOR REFURBISHMENT OF FIRE DEPARTMENT SQUAD #057 WITH MACQUEEN

The Fire Department has one pumper squad fire apparatus for fire, Emergency Medical Service, and rescue response. The pumper squad (#057) is a 2017 Pierce Impel that operates in front line service as Squad 11 at Fire Station 11.

The rear cab area of unit #057 has been found to be inadequate for fire personnel needs. Unit #057 has over four years of front-line service life left, before being moved to reserve service for another ten years. Adjustments to the cab are necessary to improve efficiency and operation, as well as standardize the cab layout with other front-line apparatus. The refurbishment will include replacing the current seating, storage compartments, and reconfiguring in a manner that will improve seating space and access to equipment for firefighters working on this apparatus.

Staff from the Fire Department and Public Works developed a scope of work which will require relocation and/or replacement of safety systems such as rollover protection, seatbelts, and air bags. These systems and equipment are proprietary on Pierce fire apparatus and therefore the work needs to be completed at a Pierce authorized refurbishment center. The closest authorized refurbishment center for Pierce fire apparatus is Pierce Midwest Regional Service Center located in Weyauwega, WI. MacQueen Equipment of Aurora, IL is our sole source dealer for the repairs and provided a quote of $26,817.00 to complete the scope of work (attached). The refurbishment will take approximately four weeks to complete.

The Foreign Fire Insurance Board of the Village of Northbrook approved Resolution No. 22-FFR-16 (attached) authorizing up to $35,000 from budget account number 11-3200-703-00, to be allocated for the refurbishment of pumper squad unit #057. This allocation of funds will cover the cost of the refurbishment and any unforeseen contingencies.

Staff recommends approval of a Resolution authorizing refurbishment of Squad 11, unit #057, by MacQueen Equipment of Aurora, IL ("***Vendor***") in the not to exceed amount of $35,000 from Foreign Fire Insurance Board funds.

Fire Department staff will be available at the March 14, 2023 Village Board meeting to respond to any questions if necessary.

Resolution (ID # 6575)

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 Refurbishment of Fire Department Pumper Squad Unit #057 with MacQueen Equipment of Aurora, IL

is hereby adopted, as follows:

Section 1. Recitals.

The Village's Foreign Fire Insurance Board approved Resolution No. 22-FFR-16 providing sufficient funds in Account No. 11-3200-703-00 for the refurbishment of Squad 11 #057. The rear cab area of unit #057 has been found to be inadequate for fire personnel needs. Adjustments to the cab are necessary to improve efficiency and operation, as well as standardize the cab layout with other front-line apparatus. The refurbishment will include replacing the current seating, storage compartments, and reconfiguring in a manner that will improve seating space and access to equipment for firefighters working on this apparatus.

Fire Department and Public Works staff identified that proprietary equipment replacement and relocation will be included in the refurbishment. MacQueen Equipment of Aurora, IL ("***Vendor***") is the dealer for the sole source authorized refurbishment of Pierce fire apparatus at the Pierce Midwest Regional Service Center. The Vendor provided a quote of $26,817.00 to complete the refurbishment ("***Proposal***"). Staff recommends including authorization to enter into change orders for the refurbishment work in the amount of $8,183.00 to address any contingencies that arise in the conduct of the refurbishment work. Budget account No. 11-3200-703-00 provides sufficient funds for the refurbishment work.

Section 2. Authorization of Expenditure.

The President and the Board of Trustees have considered the Proposal and determined that it is in the best interests of the Village and the public to approve the expenditure of funds to complete the refurbishment work. The Village Manager is hereby authorized and directed to execute such documents and make such payments as are necessary to complete the repair work in the amount of $26,817.00.

Section 3. Authorization to Execute Change Orders.

The Village Manager and Village Clerk are authorized and directed to execute one or more change orders for additional work consisting of additional unforeseen items of work related to, or arising from other work contemplated by, the scope of work in the Vendor's proposal in an amount not to exceed $8,183.00, subject to the Village Manager making the necessary determination that the work contemplated by the change order complies with Section 33E-9 of Article 33E of the Criminal Code of 1961 and placing a copy of such determinations in the project file.

Scheduled: 3/14/2023

ATTEST:

Village President

Village Clerk

RESOLUTION NO. 22-FFR-16

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

A RESOLUTION APPROVING EXPENDITURE FOR REFURBISHING SQUAD 11 TO MEET THE DEPARTMENT NEEDS NOT TO EXCEED $35,000

is hereby adopted as follows:

Section 1. Recitals.

The FY 2022/23 Foreign Fire Tax Board's Annual Budget provides for the purchase of Fire Department equipment. Members have reviewed the Department's need for refurbishing Squad 11.

The board President recommends allocating funds to refurbish Squad 11. The Foreign Fire Tax Board's Annual Budget for FY 2022/23 provides sufficient funds in the Department Capital Outlay Account No. 113200-703-00 for department improvements.

On September 22nd, 2022, the Foreign Fire Tax Board adopted Resolution 22-FFR-16 approving funds for Squad 11 refurbishment. Based on these factors, members recommend the procurement of refurb from the appropriate vendor.

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

Section 2. Authorization of Expenditure.

The Foreign Fire Insurance Board hereby authorizes and directs President Gorr to execute such documents and make such payments as are necessary to complete the refurbishment of Squad 11 not to exceed $35,000.

PASSED: September 22, 2022.

AYES:	(6)
NAYS:	(0)
ABSENT:	(1)
ABSTAIN:	(0)

ATTEST:

Chris Gorr, President
Foreign Fire Insurance Board

John Kulick, Secretary
Foreign Fire Insurance Board

Attachment: FFIB resolution 22-FFR-16 (6575 : A Resolution Authorizing an Agreement for Refurbishment of Fire Department Squad #057 with

Northbrook Fire Dept

Northbrook, IL

Proposal for EMS cabinet, Seats of:

One (1) – Pierce Impel PUC Pumper 30596TR

Date: August 04, 2022 **Quote is good for 90 days**

Prepared by: Alan Boushley

PIERCE MANUFACTURING, INC.

MIDWEST REGIONAL SERVICE CENTER

816 COMMERCIAL AVENUE * WEYAUWEGA, WI 54983 * (920) 867-2142

Attachment: S11 quote (6575 : A Resolution Authorizing an Agreement for Refurbishment of Fire Department Squad #057 with MacQueen)

Attachment: S11 quote (6575 : A Resolution Authorizing an Agreement for Refurbishment of Fire Department Squad #057 with MacQueen)

Pierce Manufacturing, Inc. is pleased to submit to the **Northbrook Fire Dept** a proposal for the EMS, seat installed of your **2017 Pierce Impel pumper 30596TR, Vin#**4P1BAAFF9HA018002**.** The following paragraphs will describe in detail the apparatus additions and modifications proposed.

QUALIFICATIONS

PIERCE MANUFACTURING was incorporated in 1917. Since then we have been building bodies with one philosophy, **"BUILD THE FINEST".** Our skilled craftsmen take pride in their work, which is reflected, in the final product. We have been building fire apparatus since the early "forties" giving Pierce Manufacturing over 50 years of experience in the fire apparatus market. Our plant is located in Appleton, Wisconsin with over 474,000 total square feet of floor space situated on approximately 93 acres of land. A multi-million dollar inventory of parts is available to keep your unit in service long after it has left the factory.

The Pierce Refurbishment Center has achieved the very same reputation for fire apparatus repair and refurbishing. Located just 30 miles west of Appleton in Weyauwega, Wisconsin, the Pierce Refurbishment Center facility is dedicated exclusively to the refurbishing and repairs of all makes and models of fire apparatus and emergency vehicles. Pierce Manufacturing has produced fire apparatus for over 55 years and has been refurbishing apparatus for more than 35 years.

The 40,000 square foot Refurbishment Center has 16 well-equipped bays staffed by 52 certified, highly skilled mechanics. Fabrication and refinishing is done at the main manufacturing facilities to assure our customers the same fine quality that new Pierce apparatus is famous for.

ISO COMPLIANCE

The manufacturer will operate a Quality Management System under the requirements of ISO 9001. These standards sponsored by the "International Organization for Standardization (ISO)" specify the quality systems that will be established by the manufacturer for design, manufacture, installation and service. A copy of the certificate of compliance will be included with the bid.

SINGLE SOURCE MANUFACTURER

Pierce Manufacturing is a single source apparatus manufacturer. The definition of single source is a manufacturer that designs and manufactures their products using an integrated approach, including the chassis, cab and body being fabricated and assembled on the bidders premises. The warranties relative to the chassis and body design (excluding component warranties such as engine, transmission, axles, pump, etc.) will be from a single source manufacturer and not split between manufacturer (i.e. body and chassis).

WARRANTY

A separate warranty page detailing the warranty coverage will be provided with the proposal.

Attachment: S11 quote (6575 : A Resolution Authorizing an Agreement for Refurbishment of Fire Department Squad #057 with MacQueen)

WELDING REQUIREMENTS

Pierce Manufacturing follows American Welding Society D1.1-96 standards for structural steel welding. All aluminum welding will be done to American Welding Society and ANSI D1.2-96 requirements for structural welding of aluminum. Flux core arc welding will use alloy rods, type 7000, American Welding Society standards A5.20-E70T1.

PAYMENT TERMS

Payment is to be made to Pierce Manufacturing, in full, within 30 days after completion and final acceptance.

SHIPPING PRECAUTIONS

The following shipping precautions must be completed before transportation of the fire department's apparatus to Pierce Manufacturing for refurbishment or repair. ***Failure to complete the listed items below may result in additional costs to the fire department.***

1. All water tanks, foam tanks, pumps, all inlets and discharge plumbing, all drains, and any other plumbing are to be completely drained prior to being driven or flat-bedded.

2. Strip down all loose equipment unless arranged with Pierce prior to shipping in order to make the repair process easier and to eliminate the potential for lost equipment while the unit is being refurbished or repaired.

3. All loose or potentially loose items should be taped or strapped to ensure they do not come loose during transit.

INCOMING EMERGENCY PARKING BRAKE TEST

The following inspection will be performed by a qualified Pierce technician to insure this apparatus is safe to drive and perform work on. Should any defects be found that are not already addressed in the proposed work, an itemized list of the defects, along with the costs to repair any additional items, will be provided to the fire department for review. ***Repair of any defects will be "open", pending approval and additional costs. No additional work will be performed without prior approval from the fire department.***

INCOMING BATTERY LOAD TEST

All truck starting system batteries and battery cables will be visually inspected for cracks, acid leaks, corrosion and overall condition. Along with the visual inspection a load test will be performed to verify the batteries cold cranking amps, voltage and shorted cells. Should any defects be found that are not already addressed in the proposed work, an itemized list of the defects, along with the costs to repair any additional items, will be provided to the fire department for review. ***Repair of any defects will be "open", pending approval and additional costs. No additional work will be performed without prior approval from the fire department.***

Attachment: S11 quote (6575 : A Resolution Authorizing an Agreement for Refurbishment of Fire Department Squad #057 with MacQueen)

SCOPE of WORK

Installing seats and EMS cabinet in the crew cab.

CABINET, EMS

The driver side crew cab EMS compartment will be removed and deleted.

The driver side sheet will be removed and replace with a non-access panel.

Remove and reinstall the driver cab, crew cab doors, driver seat.

Remove and reinstall driver side cab handrail and convex mirror

FORWARD FACING DRIVER SIDE OUTBOARD SEAT

There will be one (1) forward facing flip-up seat provided at the driver side outboard position in the crew cab. The seat back will have a plywood backing, covered with foam padded upholstery. The seat bottom will be constructed of a piece of plywood covered with foam rubber and upholstery. The bottom cushion will have its bottom covered with brushed stainless steel, for a pleasant appearance when the seat bottom is in the up position. To ensure safe operation, the seat will be equipped with seat belt sensors in the seat cushion and belt receptacle, that will activate an alarm indicating a seat is occupied but not buckled.

The seat will include the following features incorporated into the side roll protection system:

- A seat safety system will be included. When activated, this system will pretension the seat belt around the occupant to firmly hold them in place in the event of a side roll.

The seat will be furnished with a 3-point, shoulder type seat belt.

FORWARD FACING PASSENGER SIDE OUTBOARD SEAT

There will be one (1) forward facing flip-up seat provided at the passenger side outboard position in the crew cab. The seat back will have a plywood backing, covered with foam padded upholstery. The seat bottom will be constructed of a piece of plywood covered with foam rubber and upholstery. The bottom cushion will have its bottom covered with brushed stainless steel, for a pleasant appearance when the seat bottom is in the up position. To ensure safe operation, the seat will be equipped with seat belt sensors in the seat cushion and belt receptacle that will activate an alarm indicating a seat is occupied but not buckled.

The seat will include the following features incorporated into the side roll protection system:

- A seat safety system will be included. When activated, this system will pretension the seat belt around the occupant to firmly hold them in place in the event of a side roll.

The seat will be furnished with a 3-point, shoulder type seat belt.

REAR FACING DRIVER SIDE OUTBOARD SEAT

There will be one (1) rear facing, Pierce PS6® seat provided at the driver side outboard position in the crew cab. For optimal comfort, the seat will be provided with 17.00" deep dual density foam cushions designed with EVC (elastomeric vibration control). To ensure safe operation, the seat will be equipped with seat belt sensors in the seat cushion and belt receptacle. It will activate an alarm indicating a seat is occupied but not buckled.

The seat back will be an SCBA back style with 7.5 degree fixed recline angle, and will include minimum 4.50" wide x 7.50" deep side bolster pads for maximum support. The SCBA cavity will be adjustable from front to rear in 1.00" increments, to accommodate different sized SCBA cylinders. Moving the SCBA cavity will be accomplished by unbolting, relocating, and re-bolting it in the desired location.

The seat will include the following features incorporated into the side roll protection system:

- Side air curtain will be mounted integral to the outboard bolster of the seat back. The air curtain will be covered by a decorative panel when in the stowed position.
- A seat safety system will be included. When activated, this system will pretension the seat belt around the occupant to firmly hold them in place in the event of a side roll.

The seat will be furnished with a 3-point, shoulder type seat belt. The seat belt will be furnished with dual automatic retractors that will provide ease of operation in the normal seating position.

FORWARD FACING CENTER EMS COMPARTMENT

A forward-facing EMS compartment will be provided in the crew cab at the center position.

The compartment will be approximately 51.00" wide x 50.00" high x 18.00" deep. The interior door will be web netting. There will be three (3) web netting doors. One (1) opening will be located on the front and one (1) on each side, facing the crew cab doors. The netting is to be made with 1.00" wide nylon material with 2.00" openings. The nylon webbing will be permanently fastened at the bottom side of the compartment and have seat belt fasteners on the opposite side to secure it.

The compartment will be constructed of smooth aluminum and painted to match the cab interior.

Compartment Light

There will be two (2) strip lights. The lights will be controlled by a switch on the exterior of the compartment.

Attachment: S11 quote (6575 : A Resolution Authorizing an Agreement for Refurbishment of Fire Department Squad #057 with MacQueen)

STORAGE CABINET

Storage cabinet will be approximately, 32.00" wide x 36.00" high x 16.00" deep will be installed to the rear of engine tunnel, centered. The interior door will be web netting. The netting is to be made with 1.00" wide nylon material with 2.00" openings. The nylon webbing will be permanently fastened at the bottom side of the cabinet and have seat belt fasteners on the opposite side to secure it.

The cabinet will be constructed of aluminum and painted to match the cab interior.

Cabinet Light

There will be two (2) light strips. A rocker switch will be located just inside the cabinet to activate the lights.

Total $ 26, 817.00

END

Attachment: S11 quote (6575 : A Resolution Authorizing an Agreement for Refurbishment of Fire Department Squad #057 with MacQueen)

Mensching, Peter

From: Padraic Lahey <padraic.lahey@macqueengroup.com>
Sent: Tuesday, August 9, 2022 12:58 PM
To: Mensching, Peter
Subject: Estimate

Good afternoon, sir, I contacted Pierce / Weyauwega, the estimate I sent you is good and will not expire until the job is completed.

I hope this helps, have a good day.

Padraic Lahey
Product Training Specialist | MacQueen Emergency
O. 800-582-8818 **C.** 847-366-5010 | **E.** padraic.lahey@macqueengroup.com



WARNING- EXTERNAL EMAIL: If unknown sender, do not click links/attachments. Never give out your user ID or password.

Attachment: quote extension (6575 : A Resolution Authorizing an Agreement for Refurbishment of Fire Department Squad #057 with MacQueen)

MEMORANDUM
VILLAGE OF NORTHBROOK
POLICE

TO: CARA PAVLICEK, VILLAGE MANAGER

FROM: CHRISTOPHER KENNEDY, POLICE CHIEF

DATE: March 14, 2023

SUBJECT: A RESOLUTION AUTHORIZING AN AGREEMENT WITH PROPERTYROOM.COM, INC.

After reviewing inventory held in the Police Department's property rooms, Police Department staff have noted an excess of property (approximately 12,000 items) that can been categorized as "non-evidentiary" or "found property" without an owner. These items are related to cases that have been adjudicated and the victim no longer wishes them returned or are found property that belongs to an owner that cannot be located after all required measures have been taken.

Due to this excess inventory, there is currently very limited room to store any new evidence or found property. In the past, the Police Department hosted a "garage sale" to dispose of the items. The Department provided staff to stage the sale of items, staff the event on a non-business day, and collect the proceeds from items sold. Generally, after all these efforts, there were plenty of items remaining that required destruction.

The Department's evidence/property manager has advised that many surrounding agencies use an online auction website named PropertyRoom.com to assist in the disposal of these items. Propertyroom.com will pick up items that Police Department staff have prepared on a monthly basis and present them for sale through their website. Any sale proceeds, minus applicable fees, will then be returned to the Village. After roughly 120 days, any unsold items will become the property of PropertyRoom.com and/or will be destroyed. In regards to electronic items, all information will be removed from the item's memory by Police Department staff or PropertyRoom.com staff prior to their sale. PropertyRoom.com utilizes current Department of Defense protocols for this task.

Should the Village choose to dispose of these items through this PropertyRoom.com, we would still adhere to the current State law and Village of Northbrook ordinances regarding surplus property disposal. The Law Enforcement Disposition of Property Act allows the Police Department to sell certain abandoned, lost or stolen or otherwise illegally possessed personal property after six months following a reasonable inquiry and efforts to identify and notify the owner or other person entitled to possession. A list of the items to be disposed of will be presented for Village Board approval via ordinance which will declare each item offered to PropertyRoom.com for sale as surplus personal property and authorized for disposition through auction or private sale.

Police Department staff considered other local and non-local vendors for this service, but found PropertyRoom.com's process to be the easiest to manage and the best fit for our needs. Other vendors offer preparation, pick up, and selling services a la carte which is less convenient and more costly. The PropertyRoom.com pricing model was competitively bid through the Sourcewell Purchasing Cooperative (Contract 012821-PRC).

Considering the limited space in the property room and the resources required to properly dispose of these items, we believe this partnership will be a beneficial change to our property/inventory operations. Currently, Highland Park, Deerfield, Vernon Hills, Palatine, Wheeling, Buffalo Grove, Kildeer, Chicago, Cook County Sheriff's Office and many others utilize this service with great success.

For these reasons, Police Department staff recommend that the Board of Trustees authorize an agreement with PropertyRoom.com for online auction services. Staff will be present at the March 14 Board of Trustees meeting, should any questions arise.

Resolution (ID # 6581)

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 Surplus Property Auction Services with PropertyRoom.com, Inc. of Frederick, MD

is hereby adopted, as follows:

Section 1. Recitals.

After reviewing the inventory held in the Police Department's property rooms, Department staff noted an excess of property (12,000 items) that can be categorized as "non-evidentiary" or "found property" without an owner. These items are either related to cases that have been adjudicated and the original owner no longer wishes them returned or are found property that belong to an owner that cannot be located after all required measures have been taken. Due to this excess inventory, the Village currently has very limited room to store any new evidence or found property.

PropertyRoom.com, Inc. of Frederick, MD (***"Vendor"***) offers asset disposition services ("***Services***") for the disposition and sale of surplus property. Propertyroom.com will agree to pick up items that Police Department staff have prepared on a monthly basis, or as needed, and offer them for sale through the Vendor's website. Any sale proceeds, minus applicable fees, will then be returned to the Village. Any unsold items will become the property of the Vendor and/or will be destroyed. The Vendor's pricing model and Asset Disposition Services Agreement (***"Agreement"***) were competitively bid through the Sourcewell Purchasing Cooperative (Contract 012821-PRC). The Village has determined that the Cooperative's purchasing policies satisfy State law and Village requirements regarding competitive bidding.

The Law Enforcement Disposition of Property Act, 765 ILCS 1030/0.01 *et seq*., allows the Police Department to sell certain abandoned, lost or stolen or otherwise illegally possessed personal property six months after making a reasonable inquiry and efforts to identify and notify the owner or other person entitled to possession. Further, Village ordinance requires Village Manager approval to dispose of items with a value less than $20,000 or Village Board approval for items with a value greater than $20,000. A list of the items to be disposed will be approved by a disposal ordinance declaring each item being offered to PropertyRoom.com for sale as surplus personal property and authorizing their disposition through auction or private sale. Police Department staff recommends that the Board of Trustees authorize the Agreement with PropertyRoom.com for asset disposition services.

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 for Services with the Vendor.

Section 2. Approval of Agreement.

The Agreement shall be, and is hereby, approved in a form acceptable to the Village Manager and the Village Attorney.

Section 3. Authorization to Execute Agreement.

The Village Manager is hereby authorized and directed to execute the Agreement in its final form.

Scheduled: 3/14/2023

ATTEST:

Village President

Village Clerk

Asset Disposition Services Agreement

This Asset Disposition Services Agreement ("Agreement") is made by and between PropertyRoom.com, Inc., a Delaware corporation ("Contractor") and _____ ("Owner"). The Agreement is effective upon Owner's signature date ("Effective Date").

Whereas Contractor's business involves surplus asset management, selling, auction, disposition and related services ("Services"); and
Whereas Contractor desires to provide Services to Owner and Owner desires Contractor to provide Services subject to this Agreement.
Now therefore, in consideration of premises above and mutual covenants and agreements set forth herein, Contractor and Owner agree as follows.

Any other municipal, county, or state government agency located within the same state as Owner may also procure Services under this Agreement under the same terms and conditions stated in this Agreement by executing an adoption agreement with Contractor based upon this Agreement.

1. **Items Requiring Services.** Owner will identify items ("Assets") it desires to provide to Contractor for Services. Contractor retains the right to accept or reject certain Assets in its sole discretion.

2. **Title to Assets.** Owner shall retain, at all times, legal title to Assets unless and until Assets are purchased or otherwise disposed of according to the Agreement, at which time Owner will be deemed to have transferred title directly to an Asset purchaser or other acquirer ("Buyer") identified by Contractor. Owner appoints Contractor as its representative and instrumentality to hold and offer Assets for sale, on Owner's behalf, in accordance with the Agreement. Owner appoints Contractor as its attorney-in-fact to sign any and all documents necessary to assign to Buyers all of Owner's rights, title and interest in and to Assets sold or disposed. Cash receipts, accounts receivable, contract rights, notes, general intangibles, and other rights to payment of any kind arising out of Asset sales ("Proceeds") belong to Owner. Contractor may withhold from Proceeds amounts owed to Contractor and any third parties in connection with Services, which amounts shall be disbursed by Contractor on Owner's behalf. Contractor will remit remaining balances to Owner ("Owner Net Proceeds").

3. **Term and Termination**

This Agreement shall commence on the Effective Date and shall continue for an initial term of one (1) year from the Effective Date and thereafter will automatically renew for consecutive one (1) year terms unless written notice of non-renewal is provided by either party to the other at least sixty (60) days prior to the expiration of the then current term.

a. Either Owner or Contractor (the "Party" or "Parties") may terminate the Agreement upon thirty (30) days prior notice to the other Party.
b. The rights of the Parties to terminate the Agreement are not exclusive of any other rights and remedies available at law or in equity, and such rights will be cumulative. Exercising any such right or remedy will not preclude exercising these or any other rights and remedies.
c. Upon any termination or expiration, Contractor may continue to provide Services for any unsold Assets then in the possession of Contractor. Alternatively, Owner may, at Owner's expense, arrange for the return of Owner Assets.

4. **Payment for Services**

a. **Fees.** Fees for Contractor Services appear in signed addendums to this Agreement.
b. **Remittance of Proceeds.** Once a month, Contractor will remit Owner Net Proceeds from sales completed the prior month. Sales are deemed completed when all items from an asset list line-item are sold, paid for and shipped. Contractor may defer payment of any amount less than $250 until such time as the amount owed Owner equals or exceeds $250.
c. **Invoices.** If monthly Proceeds do not cover amounts owed, Contractor and Owner will mutually agree for Contractor to either:
   (1) Invoice Owner for Services, net of Proceeds collected, or
   (2) Accrue and carry-over unpaid balances, invoicing Owner when negative balances persist for six (6) consecutive months.
d. **Reporting.** Each month, Contractor will publish a standard online report containing information related to Owner Assets, Services provided, Fees and Owner Net Proceeds.

5. **Contractor Obligations.** Contractor may utilize subcontractors in its performance of Services, provided Contractor shall be responsible for any breach of this Agreement by such subcontractors. With respect to delivering Services:

a. Contractor shall maintain insurance covering Assets against fire, theft, and extended coverage risks ordinarily included in similar policies.
b. For auction Services, Contractor will use organic marketing techniques ("**OMT**") to increase bidding on Owner Assets. OMT may include, but not be limited to, email, publicity related to this Agreement, and facilitation of

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clickable links on Owner website(s) to websites used by Contractor for Asset sales.

6. **Asset Lists**
   a. **Manifest & Asset Lists.** Owner will complete paperwork reasonably necessary to convey custodial possession of Assets to Contractor, such as written manifests or Asset lists (the "Asset Lists") describing items in sufficient detail for proper identification. Contractor owns exclusive rights to sell Assets described in Asset Lists provided by Owner for a period of 120 days from the date Owner releases an Asset to Contractor for sale and Owner will not grant any such rights to any third party (or itself sell the applicable Assets).
   b. **Excluded Assets.** Owner agrees it will not knowingly provide illegal or hazardous Assets or Assets that infringe intellectual property rights of any third party ("Excluded Assets"). In the event Contractor identifies any item as an Excluded Asset, Contractor shall have the right to suspend, cancel, or unwind any sale or disposal of such Excluded Asset.

7. **Salability of Assets.**
   a. Owner states Assets subject to Services are legally available for sale to the general public; and
   b. If required, Owner has taken necessary actions for transfer of Asset title(s) to Buyers.

8. **Books and Records.** Contractor will keep complete and accurate books of account, records, and other documents with respect to the Agreement ("Books and Records") for at least 3 years following Agreement expiration or termination. Upon reasonable notice, Books and Records will be available for inspection by Owner, at Owner's expense, at the location where Books and Records are regularly maintained, during Contractor's normal business hours.

9. **Assignment.** This Agreement shall be binding upon and inure to the benefit of the Parties named herein and their respective successors and assigns. Neither Party may assign any of its obligations under this Agreement without the prior written consent of the other Party, such consent not to be unreasonably withheld or delayed, provided that Contractor may assign this Agreement without such consent to a successor in interest by way of a merger, consolidation, or sale of all or substantially all of Contractor's assets.

10. **Notices.** Any notice or other communication given under the Agreement will be in writing and delivered by hand, sent by facsimile (provided acknowledgment of receipt thereof is delivered to the sender), sent by certified, registered mail or sent by any nationally recognized overnight courier service to the addresses provided in the Owner information section. Notices sent by registered mail or national overnight carrier shall be effective upon delivery. The Parties may, from time to time and at any time, change their respective addresses and each will have the right to specify as its address any other address by written notice to the other Party. A change of address will take effect upon receipt of notice unless a later date is otherwise specified.

11. **Interpretation.** Whenever possible, each provision of the Agreement will be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of the Agreement is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of the Agreement. The Agreement headings are inserted for convenience of reference only and shall not constitute a part hereof.

12. **Governing Law.** The internal law, and not the law of conflicts, of the state in which Owner is located will govern all questions concerning construction, validity and interpretation of the Agreement and the performance of the obligations imposed by the Agreement. The proper venue for any proceeding at law or in equity will be the state and county in which the Owner is located, and the Parties waive any right to object to the venue.

13. **Further Assurances.** Contractor and Owner will each sign such other documents and take such actions as the other may reasonably request in order to effect the relationships, Services and activities contemplated by the Agreement and to account for and document those activities.

14. **Relationship of the Parties.** No representations or assertions will be made or actions taken by either Party that could imply or establish any joint venture, partnership, employment or trust relationship between the Parties with respect to the subject matter of the Agreement. Except as expressly provided in the Agreement, neither Party will have any authority or power whatsoever to enter into any agreement, contract or commitment on behalf of the other, or to create any liability or obligation whatsoever on behalf of the other, to any person or entity.

Attachment: Asset Disposition Services Package_SOURCEWELL No. 012821 (6581 : A Resolution Authorizing An Agreement with

15. **Force Majeure.** Neither Party will be liable for any failure of or delay in performance of the Agreement for the period that such failure or delay is due to acts of God, public enemy, war, strikes or labor disputes, or any other cause beyond the Parties' reasonable control (each a "Force Majeure"), it being understood that lack of financial resources will not to be deemed a cause beyond a Party's control. Each Party will notify the other Party promptly of any Force Majeure occurrence and carry out the Agreement as promptly as practicable after such Force Majeure is terminated. The existence of any Force Majeure will not extend the term of the Agreement.

This Agreement, together with one or more signed addendums attached hereto, comprises the entire agreement between Contractor and Owner relating to Services and supersedes any prior understandings, agreements, or representations by or between the parties, whether written or oral.

OWNER		**CONTRACTOR**	
Signature	_____	**Signature**	_____
Name	_____	**Name**	_____
Title	_____	**Title**	_____
Date	_____	**Date**	_____

OWNER INFORMATION & AGREEMENT OPTIONS SELECTED

Owner Name:	***Account #:***
Street Address:	***Cooperative Purchasing Agreement?*** *Sourcewell* ❑ *Other (Please specify)*_____ ❑ ***Member #:*** _____
City, State/Province, Postal Code, Country:	***Resolution of Unpaid Monthly Service Fees:*** *Balance carry-over* ❑ *Monthly Invoice* ❑
Telephone:	***Fax:***
Primary Contact: *Name* _____ *Work*_____ *Mobile* _____ *Email* _____	***Secondary Contact:*** *Name*_____ *Work* _____ *Mobile* _____ *Email* _____

Attachment: Asset Disposition Services Package_SOURCEWELL No. 012821 (6581 : A Resolution Authorizing An Agreement with

1. This addendum ("Addendum") is attached to and made part of the Asset Disposition Services Agreement dated _____ ("Agreement") between Contractor and Owner. In the event of a conflict between the provisions of the Agreement, this Addendum and any prior agreement or Agreement addendum, this Addendum will govern.

2. **Definitions.**
   a. **Winning Bid.** "Winning Bid" means the highest amount committed and paid by a Buyer of a sold Asset. Winning Bid does not include shipping & handling, buyer premiums, or other fees, if any, nor does Winning Bid include an amount a Buyer commits but fails to pay.
   b. **Sales Price.** "Sales Price" equals the Winning Bid plus shipping & handling, shipping insurance and sales tax paid by a Buyer.
   c. **Payment Processing Costs.** Payment processing costs equal 3% of Sales Price ("PP Costs").
   d. **Success Fee.** For sold Assets, Owner will pay Contractor a Services fee equal to a percent of profits or Winning Bids as specified below ("Success Fee").
   e. **Buyer Premiums.** Notwithstanding anything to the contrary herein, Contractor may collect a Winning Bid percent fee from a Buyer, typically referred to as a "Buyer's Premium".

3. **Services Offered.** Contractor provides a suite of Services referenced herein. Upon mutual agreement of Owner and Contractor, Contractor may provide all or any combination of Services. Contractor will use commercially reasonable efforts to deliver Services.
   a. **Portables Auction Service ("Portables").** Applying to Assets small enough for pick-up by Contractor via box truck or common carrier shipment, excluding firearms, Contractor will transport, test and/or authenticate (if applicable and practicable), erase or destroy memory media (in the case of electronics), image, store, list and sell Assets via public internet auction on one or more Contractor selected websites. Owner will pay Contractor a Success Fee as described below.
      (1) **Non-bicycle Asset Success Fee.** For non-bicycle assets, Success Fee equals 50% for the first $1,000 of a Winning Bid amount and 25% of Winning Bid amount, if any, over $1,000.
      (2) **Bicycle Asset Success Fee.** For bicycle assets, Success Fee equals 85% of the Winning Bid.
      (3) **Net Proceeds.** For each Portables Asset, Owner Net Proceeds equals Winning Bid less Success Fee less PP Costs.
      (4) **Fuel Surcharge.** If quarterly retail diesel prices, as published by the U.S. Energy Information Administration, rise above the level shown in the table below, a fuel surcharge ("Fuel Surcharge") will be deducted from Owner Net Proceeds for each Portable Manifest picked up at Owner's location.

Retail Diesel (per gal)	Fuel Surcharge
< $ 2.50	$ 0.00
$ 2.50 to $ 2.99	$ 12.40
$ 3.00 to $ 3.49	$ 24.80
$ 3.50 to $ 3.99	$ 37.20*

* Table continues at same rate of $12.40 increments per $0.50 per gal change in Retail Diesel.

      (5) **Shipping Fee.** If assets are transported via common carrier and not picked up by Contractor, the shipping fee will be deducted from Owner Net Proceeds.

   b. **Firearms Auction Service.** This service is restricted to Owner firearm assets ("Firearm Assets") legally available for public sale in the United States. Contractor is compliant with ATF, Title 18, U.S. Code Ch. 44 and NFA (26 U.S.C., Ch. 53), as well as applicable state and local laws. Contractor may work with one or more subcontractors ("Subcontractor") for storage and processing of Firearm Assets.

      Contractor will deliver Firearm Assets disposition services beginning with the collection and transport of Firearm Assets to a Federal Firearms Licensee ("FFL") holder ("Recipient FFL" or "Partner FFL"). Subsequently, Contractor and Recipient FFL will store, catalog, image, list for public internet auction, process purchaser payment and ship Firearms Assets to another FFL holder ("Transferee FFL") that will administer final physical transfer to purchaser ("Buyer") in compliance with applicable federal, state, and local laws. Owner will pay Contractor a Success Fee as described below.
      (1) **Success Fee.** For Firearm Assets, Success Fee equals 50% for the first $1,000 of a Winning Bid amount and 25% of Winning Bid amount, if any, over $1,000.

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(2) **Net Proceeds.** For each Firearm Asset, Owner Net Proceeds equals Winning Bid less Success Fee less PP Costs.

c. **In Place Auction Service ("In Place").** Applying to Assets that Owner and Contractor mutually agree to auction in place, Contractor will sell In Place Assets via public internet auction on one or more Contractor selected websites using descriptions and digital images supplied by Owner. Owner will maintain physical control of In Place Assets and transfer possession to Buyers after sale. Owner will pay Contractor a Success Fee as described below.
(1) **Success Fee.** For each In Place Asset, Success Fee equals 2.5% of Winning Bid.
(2) **Net Proceeds.** For each In Place Asset sold at auction, Winning Bid less Success Fee less PP Costs equals Owner Net Proceeds.

d. **Haul Away Auction Service ("Haul Away")**. Applying to fleet vehicles and equipment, Contractor will tow Assets to, or take delivery at, Yards. Contractor will store, image, describe, list and sell Haul Away Assets via public internet auction on one or more Contractor selected websites. Contractor may work with one or more subcontractors ("Subcontractor") for storage and processing of Assets at Yards. Owner will pay Contractor a Success Fee as well as other fees as specified below.
(1) **Success Fee.** For each Haul Away Asset, Success Fee equals 12.5% of Winning Bid.
(2) **Tow & Miscellaneous Fees.** Tow and Miscellaneous Service Fees are indicated in fee schedule below that specifies tow processes and related fees for Owner-specific needs ("Tow & Miscellaneous Fee Schedule"). The Tow & Miscellaneous Fee Schedule will distinguish between Assets that can be hauled away on a standard vehicle transporter (such as automobiles and light trucks) from over-sized Assets (e.g., cranes, buses, backhoes).

Haul Away Auction Service – Tow and Miscellaneous Fee Schedule

Fee Type	Fee Description	Rate Description	Rate Per Asset
Light Tow	Light duty vehicles up to 11,000 GVWR	Per vehicle towed	First 30 miles free. $10 for every 10 miles over the 1st 30 free miles
Medium Tow	Medium duty vehicles 11,001 - 33,000 GVWR and oversized vehicles such as an F-350 w/ dual wheels, etc.)	Per vehicle towed	Billed at cost by subcontractor - see standard schedule
Heavy Tow	Heavy duty vehicles 33,001+ GVWR	Per vehicle towed	Billed at cost by subcontractor - see standard schedule
Re-list / Re-run	Fee for re-listing asset more than three (3) times due to any type of owner imposed bidding restriction	Per re-list of asset on 4th or subsequent attempt	$35 / re-list
Storage - light & medium duty	Storage for assets stored for any reason other than awaiting auction	Per day over 30 days after pickup date	$3 / day
Storage - heavy duty	Storage for assets stored for any reason other than awaiting auction	Per day over 30 days after pickup date	$5 / day
De-identification	De-identifying assets	Charged in 15 minute increments for the labor to de-identify	$20 / quarter hour
Decal Removal	Removal of a decal	Charged in 15 minute increments for the labor to perform decal removal	$20 / quarter hour; $45 minimum charge per vehicle ($45 maximum charge per vehicle for Light Duty Vehicles)

(3) **Net Proceeds.** For each Haul Away Asset, Winning Bid less the sum of Success Fee, Tow & Miscellaneous Fees, and PP Costs equals Owner Net Proceeds.

e. **Impound Storage & Auction Service ("Impound").** Applying to citizen vehicles seized and or impounded by Owner, Contractor will receive tows of Impound Assets at tow yard facilities ("Yards"), storing Assets while Owner decides whether to release to a citizen or auction. For release-to-citizen vehicles ("Released Vehicles"), Contractor will process and collect fees from citizens. For auctioned vehicles, Contractor will store, image, describe and sell Impound Assets via public internet auction on one or more Contractor selected websites. Contractor may work with one or more sub-contractors

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("Subcontractor") for storage and processing of Assets at Yards. Owner will pay Contractor a Success Fee as well as other fees as specified below.

(1) **Success Fee.** For each Impound Asset sold at auction, Success Fee equals 12.5% of the Winning Bid.

(2) **Tow & Miscellaneous Fees.** Tow and Miscellaneous Service Fees are indicated in fee schedule below that specifies tow processes and related fees for Owner-specific needs ("Tow & Miscellaneous Fee Schedule"). The Tow & Miscellaneous Fee Schedule will distinguish between Assets that can be hauled-away on a standard vehicle transporter (such as automobiles and light trucks) from over-sized Assets (e.g., cranes, buses, backhoes).

(3) **Storage Fees.** Impound storage fees are indicated in the fee schedule below. Owner retains rights to charge citizens higher storage fees for Released Vehicles and Contractor will collect those storage fees along with other citizen fees set by Owner, such as tow charges, administrative charges, court processing fees, etc. ("Citizen Payments"). In the event that Assets are stored for an extended period of time without being released by Owner for auction, Owner agrees to reimburse Contractor for such storage fees in a manner to be mutually agreed upon.

Impound Storage & Auction Service – Tow and Miscellaneous Fee Schedule

Fee Type	Fee Description	Rate Description	Rate Per Asset
Light Tow	Light duty vehicles up to 11,000 GVWR	Per vehicle towed	Billed at cost by subcontractor - see standard schedule
Medium Tow	Medium duty vehicles 11,001 - 33,000 GVWR and oversized vehicles such as an F-350 w/ dual wheels, etc.)	Per vehicle towed	Billed at cost by subcontractor - see standard schedule
Heavy Tow	Heavy duty vehicles 33,001+ GVWR	Per vehicle towed	Billed at cost by subcontractor - see standard schedule
Re-list / Re-run	Fee for re-listing asset more than three (3) times due to any type of owner imposed bidding restriction	Per re-list of asset on 4th or subsequent attempt	$35 / re-list
Owner Storage Fees	Daily storage for assets stored and awaiting auction	Per day	$8 / day
Citizen Storage Fees	Daily storage for release vehicles	Per day	$15 / day
De-identification	De-identifying assets	Charged in 15 minute increments for the labor to de-identify	$20 / quarter hour
Decal Removal	Removal of a decal	Charged in 15 minute increments for the labor to perform decal removal	$20 / quarter hour; $45 minimum charge per vehicle ($45 maximum charge per vehicle for Light Duty Vehicles)

(4) **Net Proceeds.** For each Impound Asset, the sum of Winning Bid and Citizen Payments less the sum of Success Fee, Tow & Miscellaneous Fees, Owner/Citizen Storage Fees and PP Costs equals Owner Net Proceeds.

4. **Modifications.** Contractor may, from time to time, modify Standard Fees & Services. To effect a fee change, Contractor will provide Owner advance written notice which will include an update to this Addendum.

OWNER		**CONTRACTOR**	
Signature	_____	**Signature**	_____
Name	_____	**Name**	_____
Title	_____	**Title**	_____
Date	_____	**Date**	_____

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PROPERTYROOM.COM
NEW ACCOUNT SET-UP

Attachment: Asset Disposition Services Package_SOURCEWELL No. 012821 (6581 : A Resolution Authorizing An Agreement with

After receiving the signed agreement, we will provide you with a user name and password for access to our Agency Web online reporting system. This will allow you to track status of all assets you give to us to sell from the time of listing to the sale and collection of the funds and remittance of the funds to your account (and will allow you historical data 24/7/365.). Please answer the following questions so that we can get your new account established in our system.

1. *Check payable to* information and the address where checks are to be mailed.

2. Main pick-up location for assets. (If more than one location, please specify)

3. Main contact's name, title, phone number, fax number, and email address. The main contact will (a) receive a Welcome Call from our Client Services Department; (b) receive mailed bar codes; (c) be contacted every thirty (30) days for scheduling pickups; and (d) have primary access to the Agency Web system for tracking and auditing.

PROPERTYROOM.COM
NEW ACCOUNT SET-UP

4. Name, title, phone number, and email address of any additional department personnel requiring access to our Agency Web reporting system.

5. Name, email address, and phone number of the person responsible for the department's website so our IT team can coordinate with adding a notice to the public link on your website.

6. Two possible dates and times for you and/or your main contact(s) to receive a Welcome Call from our Client Services Manager. We will then confirm the date and time as soon as we get internal confirmation from our Client Services Manager. Upon call meeting time, we will send you a free dial-in conference call phone number and access code.

7. Name, telephone, and email address of the person responsible for media relations in your department to work with our Marketing Department regarding any media inquiries.

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MEMORANDUM
VILLAGE OF NORTHBROOK
FIRE DEPARTMENT

TO: CARA PAVLICEK, VILLAGE MANAGER

FROM: ANDREW CARLSON, FIRE CHIEF

DATE: March 14, 2023

SUBJECT: A RESOLUTION APPROVING AN AGREEMENT FOR FIRE STATION 12 BATHROOM REMODEL

The Fire Department intends to update the employee locker room bathroom at Fire Station 12. The bathroom is original to the building's construction in 1996 and includes toilets, sinks, and a five-stall communal shower. The update would include new fixtures, tile, paint, and separate shower stalls. The Northbrook Foreign Fire Insurance Board ("***FFIB***") has agreed to pay for the project.

The Village participates in a collective purchasing program that provides the Village with access to competitive pricing for general construction contracting and project management services offered through the National Cooperative Purchasing Alliance ("***NCPA***") contract #04-11. Village staff has determined that the NCPA purchasing policies satisfy the Village and State's competitive bidding requirements.

F.H. Paschen, S.N. Nielsen & Associates, LLC of Chicago, Illinois ("***Contractor***") has submitted a proposal to reconstruct the locker room bathroom at Fire Station 12 in the amount of $154,000. Staff recommends including a 10% contingency be approved in the amount of $15,400 to address any unforeseen field conditions for a total not-to-exceed spending authority of $169,400. The FFIB has approved Resolution 22-FFR-20 (attached) authorizing the funds for this project from Account No. 11-3200-703. The FFIB resolution also included a $60,000 budget transfer from FFIB reserves to Account No. 11-3200-703.

Resolution (ID # 6580)

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 an Agreement for Fire Station 12 Bathroom Remodel with F.H. Pashen, S.N. Nielsen & Associates, LLC of Chicago, Illinois

is hereby adopted, as follows:

Section 1. Recitals.

The Fire Department intends to update the employee locker room bathroom at Fire Station 12. The proposed update includes new fixtures, tile, paint, and separate shower stalls ("***Project***"). The Northbrook Foreign Fire Insurance Board ("***FFIB***") has agreed to provide funds for the Project.

The Village participates in a collective purchasing program that provides the Village with access to competitive pricing for general construction contracting and project management services offered through the National Cooperative Purchasing Alliance ("***NCPA***") Contract #04-11. Village staff has determined that the NCPA's purchasing policies satisfy the Village and State's competitive bidding requirements.

F.H. Paschen, S.N. Nielsen & Associates, LLC of Chicago, Illinois ("***Contractor***") has submitted a proposal for the Project in the amount of $154,000. Staff recommends entering into a contract with the Contractor for the Project in the amount of $154,000 ("***Contract***"). Staff recommends a 10% contingency be approved in the amount of $15,400 to address any unforeseen field conditions for a total not-to-exceed spending authority of $169,400. The FFIB has approved Resolution 22-FFR-20 authorizing the funds for this Project from Account No. 11-3200-703. The FFIB's resolution also included a $60,000 budget transfer from FFIB Reserves to Account No. 11-3200-703.

The President and the Board of Trustees have considered the Contract for the Project and determined that it is in the best interest of the Village and its resident to enter into the Contract.

Section 2. Approval of Contract.

The Contract is approved in a form acceptable to the Village Attorney and the Village Manager in the amount of $154,000.

Section 3. Authorization to Execute Contract.

The Village Manager is hereby authorized to execute and seal, on behalf of the Village, the Contract only after receipt by the Village Clerk of at least three original copies of the Contract executed by the Contractor; provided, however, that if such executed copies of the Contracts 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.

Section 4. Authorization to Execute Change Orders.

The Village Manager and Village Clerk are authorized to execute change orders in the amount of up to $15,400 in excess of the approved Contract price subject to the Village Manager making the necessary determination that the increase in work contemplated by the change order complies with Section 33E-9 of Article 33E of the Criminal Code of 1961 and placing a copy of such determinations in the project file.

Section 5. Budget Amendment.

The FY 2022/2023 Budget is hereby amended to transfer $60,000 from the FFIB Reserves Account to Account No. 11-3200-703.

Scheduled: 3/14/2023

ATTEST:

_____
Village President

_____
Village Clerk

March 1, 2023

Northbrook Fire Department
Attn: Jack Trimble
1840 Shermer Road,
Northbrook, IL 60062

RE: Northbrook Fire Station #12 Washroom Renovation – Budget Letter

Dear Mr. Trimble,

F.H. Paschen has visited the project site with the Northbrook Fire Department and agreed to the following scope of work, and the current existing conditions. We are pleased to present the following scope and budget for your review.

Scope of Work

- Remove and dispose of existing ceramic floor tile and wall tile.
- Remove and dispose of existing gypsum wall backup board in the shower area (studs to remain).
- Remove and dispose of existing mirrors, countertops, and toilet partitions.
- Remove and dispose of existing sinks and faucets.
- Remove and dispose of two (2) existing urinals and two (2) existing toilets.
- Furnish and install two (2) new urinals and two (2) new toilets.
- Provide and install new flush valve for each fixture.
- Revise shower water piping to accommodate three (3) new shower valves and heads inside of the existing space.
- Sawcut, remove, excavate, and dispose concrete slab to revise under floor drainage piping to accommodate three (3) new shower drains. Patch flooring as required.
- Furnish and install three (3) new sinks and faucets.
- Existing rough piping to be reused.
- Raise one (1) floor drain near toilet location to accommodate floor height as required.
- Remove and dispose of (6) existing light fixtures and one (1) exhaust fan.
- Furnish and install new lighting and exhaust fan. Existing conduit, wire, controls, circuits, etc. to be reused.
- Furnish and install new tile backer board (Denshield).
- Furnish and install new 12” x 24” ceramic wall tile at 4’ above finished floor in bathroom and 7’ above finished floor in shower.
- Furnish and install Mapei Ultracolor Plus grout as required.
- Furnish and install Schluter metal at all raw edges of tile as required.
- Furnish and install waterproofing on all shower walls,
- Prep subfloor for new epoxy as required.

F.H. PASCHEN

F.H. PASCHEN, S.N. NIELSEN & ASSOCIATES LLC
5515 N. East River Road, Chicago, IL 60656
p. 773.444.3474 **f.** 773.693.0064 | www.fhpaschen.com

Attachment: Northbrook Fire Station #12 Washroom Renovation_Budget Letter (6580 : A Resolution Approving an Agreement for Fire Station

Attachment: Northbrook Fire Station #12 Washroom Renovation_Budget Letter (6580 : A Resolution Approving an Agreement for Fire Station

- Furnish and install new epoxy floor coating as required.
- Furnish and install new epoxy cove base as required.
- Furnish and install a new solid surface countertop with backsplash.
    - Solid surface countertop will have three (3) Integral Sinks.
- Furnish and install new metal wall supports / brackets for countertop.
- Furnish and install two (2) toilet partitions.
- Furnish and install three (3) shower compartments.
- Furnish and install one (1) urinal screen.
- Furnish and install new toilet accessories.
- Furnish and install lumber for new shower walls.
- Furnish and install tile on shower wall as required.
- Furnish and install new mirrors at three (3) sink locations.
- Prime and paint existing drywall throughout the washroom
- Furnish and install temporary shower and bathrooms in Fire Station garage bay.
    - Hook up & pump out included.

The budgeted cost to furnish and install the above referenced work is **One Hundred Fifty-Four Thousand Dollars, $154,000.00**

Alternate #001 – Tile Flooring

- Prep subfloor to allow for installation of new ceramic tile.
- Furnish and install new 12”x24” ceramic tile on bathroom floor.
- Furnish and install 1”x1” mosaic build up ceramic base around perimeter as required.
- Roll on Mapei Aquadefense waterproofing tile flooring as required.

The budgeted cost to furnish and install all work associated with Alternate #001 is and Add of **Fifteen Thousand & Five Hundred Dollars, $15,500.00**

Alternate #002 – Drop-In Sink

- Furnish and install three (3) Drop-in sinks within countertop.

The budgeted cost to furnish and install all work associated with Alternate #002 is an Add of **Four Hundred & Fifty Dollars, $450.00**

Alternate #003 – Automatic Battery-Operated Faucets/Flush Valves

- Furnish and install three automatic battery-operated faucets at three (3) sinks.
- Furnish and install two automatic battery-operated flush valves at two (2) urinals.
- Furnish and install two automatic battery-operated flush valves at two (2) toilets.

The budgeted cost to furnish and install all work associated with Alternate #003 is and Add of **Three Thousand Five Hundred Dollars, $3,500.00**

Clarifications

- This proposal ***excludes*** any design or engineering.
- This proposal ***excludes*** the removal and/or replacement of existing drywall ceiling.
- This proposal ***excludes*** relocation of light fixtures, lighting controls, etc. New electrical fixtures, switches, etc. are to be installed in the same location of the existing.
- This proposal ***excludes*** the removal and disposal of any hazardous material.
- This proposal ***excludes*** any unforeseen conditions that may arise.
- This proposal ***excludes*** any permits or permit fees.
- This proposal excludes any HVAC work.
- This proposal ***excludes*** any overtime or premium time, proposal is based on off hours work.
- This proposal includes temporary shower for four (4) weeks in this pricing.
- This proposal includes a Payment/Performance Bond.
- This proposal includes only the items described in the above scope of work.

Please review this information at your earliest possible convenience and advise us as to how you wish to proceed. All required documents will be submitted at your request. If you have any questions or concerns, please do not hesitate to call.

Respectfully,

Dave G. Hunt Jr.

Dave Hunt
Project Manager

Cc: File

Attachment: Northbrook Fire Station #12 Washroom Renovation_Budget Letter (6580 : A Resolution Approving an Agreement for Fire Station

RESOLUTION NO. 22-FFR-20

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

A RESOLUTION APPROVING AGREEMENT WITH F.H. PASCHEN, S.N. NIELSEN & ASSC. LLC TO ORCHESTRATE A BATHROOM RENOVATION FOR STATION 12 IN THE AMOUNT NOT TO EXCEED $170,000. IN ADDITION A BUDGET TRANSFER WOULD NEED TO BE COMPLETED IN THE AMOUNT OF $60,000 FROM FFIB RESERVES INTO ACCT. # 11-3200-703-00

is hereby adopted as follows:

Section l. Recitals.

The FY 2022/23 Foreign Fire Tax Board's Annual Budget provides for FD building improvements. Members have reviewed the Department's need for renovating the Station 12 bathroom.

The board President recommends using funds to renovate the station 12 bathroom. The Foreign Fire Tax Board's Annual Budget for FY 2022/23 has insufficient funds in the Department Equipment Account No. 11-3200-703-00, therefore a budget transfer from reserves needs to be completed in the amount of $60,000.

On March 10th, 2023, the Foreign Fire Tax Board adopted Resolution 22-FFR-20 approving to undergo an agreement to renovate the station 12 bathroom and transfer reserve funds into the appropriate account.

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

Section 2. Authorization of Expenditure.

The Foreign Fire Insurance Board hereby authorizes and directs President Gorr to execute such documents and make such payments as are necessary to complete the station 12 bathroom project and transfer appropriate funds from reserves into Account No. 11-3200-703-00.

PASSED: March 9th, 2023
AYES: (6)
NAYS: ( )
ABSENT: (0)
ABSTAIN: ( )

ATTEST:

Chris Gorr, President
Foreign Fire Insurance Board

John Kulick, Secretary
Foreign Fire Insurance Board

Attachment: 22-FFR-20 (6580 : A Resolution Approving an Agreement for Fire Station 12 Bathroom Remodel)

MEMORANDUM
VILLAGE OF NORTHBROOK
VILLAGE MANAGER'S OFFICE

TO: BOARD OF TRUSTEES

FROM: CARA PAVLICEK, VILLAGE MANAGER

DATE: March 14, 2023

SUBJECT: A RESOLUTION APPROVING REPORTING GUIDELINES RELATED TO SCHOOL INFORMATION SHARING

The Village of Northbrook and the Boards of Education of local school districts from time to time have entered into Intergovernmental Agreements (IGAs) under the State Constitution to provide for reciprocal reporting between specific school personnel and specific Village personnel within the Police Department.

In each IGA, reciprocal reporting complies with the Illinois School Code, the Illinois School Student Records Act, and the Juvenile Court Act. At the request of the Village Board, a resolution has been prepared to establish a process for the Village Manager, through the Chief of Police, to report to the Village Board on the implementation of each IGA for reciprocal reporting by advising the Village Board regarding complaints made to the Village of Northbrook by a parent/guardian about information shared by Police with School Officials. Such reporting shall provide the general nature of the complaint, the School District IGA which governs the reciprocal reporting, and the conclusion of the investigation with notation by the Chief of Police if such information sharing was allowable under the IGA. It is noted that subject to review of the Village Manager and Village Attorney, such reporting to the Village Board may occur in closed session, if the nature of the report falls within the Open Meetings Act exceptions pursuant to 5 ILCS 120/(c).

The purpose of this process is to ensure the Village Board is aware of any concerns in regards to the reciprocal reporting IGAs and therefore, provide the Village Board will information that may inform further review and amendment of the IGAs in partnership with the applicable local school district.

Pursuant to the IGAs, it is important to note that both the Village and the School District are interested in fostering positive relationships with students, parents, and staff in an effort to promote safety and collaboration with law enforcement. Enhanced communication between specific school personnel and specific Village personnel within the Police Department under the reciprocal reporting IGAs is intended to promote the safety and well-being of students and community residents.

Resolution (ID # 6577)

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

Resolution Approving Reporting Guidelines Related to School Information Sharing

is hereby adopted, as follows:

1. Recitals.

The Village of Northbrook and the Boards of Education of local elementary and high school districts ("***School Districts***") have, from time to time, entered into Intergovernmental Agreements (IGAs) pursuant to the powers granted by the Section 10 of Article VII of the Illinois Constitution and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq*.) ("***Agreements***") to provide for reciprocal reporting between specific school district personnel ("***School Officials***") and specific personnel within the Northbrook Police Department ("***Department***") of certain information necessary to protect the health and wellbeing of students and preserve the security of the schools and the general public.

The obligations and conditions of these Agreements fully comply with the Illinois School Code, the Illinois School Student Records Act, and the Juvenile Court Act. To ensure continued compliance with these statutory mandates, the Village's Board of Trustees ("***Village Board***") has requested that a procedure be established to require the Village Manager, through the Chief of Police, to report to the Village Board regarding the implementation of these Agreements on an as-needed basis.

The purpose of this procedure is to ensure the Village Board is aware of any concerns regarding the reciprocal reporting Agreements and to provide the Village Board with information that may inform further review and amendment of the Agreements in partnership with the School Districts.

In keeping with the spirit and intention of the Agreements, the Village affirms that it is dedicated to fostering positive relationships with students, parents, and staff in an effort to promote safety and collaboration between the School Districts and the Department.

2. Procedure Established Regarding Reciprocal Reporting Agreements.

The following procedure will be followed in the event that the Village receives a complaint from a parent or guardian of a student regarding information shared between the Department and School Officials.

A. The Chief of Police, through the Village Manager, will communicate to the Village Board (i) the general nature of the complaint; (ii) the specific Agreement that governs the reciprocal reporting; and (iii) the conclusion

of the Department's investigation of the complaint including a determination by the Chief of Police whether the information shared was permitted and contemplated under the governing Agreement.

B. Any report provided to the Village Board under this procedure may not disclose (i) the identity of the student involved or the parent or guardian who filed the complaint, (ii) any details of the information transmitted that would inadvertently result in the identification of the involved parties; or (iii) any security procedures of the Village or the School District.

C. It is noted that, subject to review of the Village Manager and Village Attorney, such reporting to the Village Board may occur in closed session, if the nature of the report falls within the Open Meetings Act exceptions pursuant to 5 ILCS 120/(c).

3. Effective Date.

This resolution will become effective upon its passage and approval in the manner provided by law.

Scheduled: 3/14/2023

ATTEST:

_____
Village President

_____
Village Clerk

MEMORANDUM
VILLAGE OF NORTHBROOK
DEVELOPMENT AND PLANNING SERVICES

TO: CARA PAVLICEK, VILLAGE MANAGER

FROM: MICHAELA KOHLSTEDT, DIRECTOR OF DEVELOPMENT & PLANNING SERVICES

DATE: March 14, 2023

SUBJECT: A RESOLUTION APPROVING A FIRST AMENDMENT TO THE SUBDIVISION AND DEVELOPMENT AGREEMENT FOR 1000 SKOKI

INTRODUCTION

On March 14, 2023 the Board of Trustees will consider a series of documents granting approval of an application filed by 1000 Skokie SSD, LLC (the "Applicant") as contractual purchaser of the property commonly known as 1200 Skokie Boulevard (the "Subject Property") which is owned by LTF Real Estate Company, Inc. (the "Owner") as part of a planned development originally approved for 1000-1200 Skokie Boulevard (the "Development"), for the purposes of constructing a Tesla motor vehicle dealer with an open sales lot.

The application requires the following relief:

A. Amendment to Redevelopment Agreement originally approved in 2016-R-129 and 2016-R-162;
B. Amendment to Ordinance 2016-13 Granting Special Permits for a Planned Development;
C. Amendment to Ordinance 2016-62 Granting Final Plan Approval;
D. Amendment to Landbanked Parking Restrictive Covenant;
E. Special Permit to increase the approved FAR from 0.66 to 0.67 (NOTE: originally approved FAR was 0.64 so the increase is from 0.64 to 0.65);
F. Zoning Code Text amendment to allow tandem parking spaces for Motor Vehicle Dealer by exception;
G. Special Permit for a Motor Vehicle Dealer with Open Sales Lots;
H. Special Permit for Wall Signs Above 20' in Height;
I. Special Permit for a Wall Sign in Excess of 100 square feet in area;
J. Rear yard variation to reduce required yard from 30' to 5' to accommodate proposed parking;
K. Variation to reduce the required number of loading spaces from 1 to 0;
L. Waiver of the Zoning Code requirement for parking garage ramps to not exceed 8% slope to allow a 15% slope;
M. Waiver of the Foundation Landscape distance requirement to less than 50%;
N. Exception to Allow tandem parking;
O. Exception to reduce parking stall dimensions from 9' by 20' to 9' by 18' for customer parking and to 8'-6" by18' for car storage spaces;
P. Site Plan Approval; and
Q. Approval of any such variations, waivers, and zoning relief as may be necessary to accomplish development and use of the Subject Property as requested by the Applicant.

PLAN COMMISSION PUBLIC HEARING SUMMARY

On February 21, 2023 the Plan Commission conducted a public hearing on the application. The Village staff provided an overview summary of the requested relief, followed by a presentation from the Applicant. There was one member of the public in attendance at the meeting who spoke regarding concerns with lighting, hours of operation, and noise spillage from the proposed use.

Following the public comment, the Commission closed the public hearing and discussed the application. The Commission found the requested relief to be appropriate for the proposed use. A draft resolution recommending approval of the application was included for the Plan Commission to consider during the February 21, 2023 meeting. The Commission requested inclusion of the two following additional conditions to the draft resolution:

- include items from the Sustainability Addendum pertaining to compliance with the Climate Action Plan; and
- a restriction that loading and unloading of vehicles shall only occur on the Subject Property and not on Skokie Boulevard.

The Plan Commission unanimously adopted Resolution No. 23-PC-03 (attached) recommending approval of the application with the added conditions on February 21, 2023. The conditions are also included in the attached draft documents granting approval of the application.

SUMMARY

Consistent with the policies endorsed by the Board that a unanimous recommendation from the Plan Commission be placed on the Board of Trustees consent agenda, the proposed resolution and ordinances approving the necessary relief with the noted conditions has been placed on the consent agenda of the March 14, 2023 meeting.

Staff and the Applicant will be present at the meeting in the event there are any questions.

Resolution (ID # 6566)

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 First Amendment to the Subdivision and Development Agreement for 1000 Skokie Mixed-Use Development (1000-1200 Skokie Boulevard) (Docket No. PCD-23-01)

is hereby adopted, as follows:

Section 1. RECITALS.

On September 27, 2016, the Village adopted the following ordinances and resolutions, approving the Planned Development and granting other relief to authorize the construction of a mixed-use planned development ("***Planned Development***") on a parcel of property commonly known as 1000-1200 Skokie Boulevard ("***Subject Property***"), which is located in the Village's O-4 Boulevard Office District: (i) Resolution 2016-129 Approving a Redevelopment Agreement ("***RDA***"); (ii) Resolution 2016-130 Approving a Final Plat of Subdivision for the Subject Property; (iii) Ordinance 2016-62 Granting Final Plan Approval, Special Permits, Yard and Setback Variations, Waivers, and Exceptions for the Subject Property; (iv) Ordinance 2016-63 Granting Special Permits for a Fitness Facility and Wall Signs; and (v) Ordinance 2016-64 Granting Special Permits for a Child Care Facility and Wall Signs (collectively, ***"Original Approvals"***).

On December 13, 2016, the Village approved Resolution No. 2016-R-162 granting approval of a revised RDA, pursuant to which the Subject Property is to be redeveloped with the Planned Development. The RDA and the revised RDA are collectively referred to as the "***RDA***."

The RDA contemplated the Subject Property being developed as three lots, with a luxury apartment building ("***Residential Facility***") on Lot 1, a physical fitness facility ("***Fitness Facility***") on Lot 2, and a child care facility ("***Child Care Facility***") on Lot 3.

In December of 2016, LTF Real Estate Company, Inc. ("***LTF***") conveyed title to Lot 1 to Finger-EPCO Northbrook, LLC ("***Residential Developer***"), while retaining title to Lots 2 and 3. The Residential Developer constructed the Residential Facility on Lot 1. The construction of all required site improvements on Lots 2 and 3, as well as the Fitness Facility, have also been completed.

The planned operator of the Child Care Facility failed to purchase Lot 3 from LTF and, as a result, on April 25, 2017, the Village approved Ordinance No. 17-017 Repealing Ordinance No. 2016-64 which originally granted special permits for a child care facility and wall signs. In 2019, LTF conveyed title to Lot 2 to Spirit Realty, L.P. ("***Spirit***"), while retaining title to Lot 3.

1000 Skokie SSD, LLC ("***1000 Skokie SSD***") is the contract purchaser of Lot 3 of the Subject Property. 1000 Skokie SSD proposes to develop Lot 3 with a motor vehicle dealer with an open sales lot to be operated as a Tesla sales, service, and delivery center for the sale, service, maintenance, test driving, charging, repair, delivery and storage of new and pre-owned Tesla automobiles and related parts and accessories and for general office purposes as well as those incidental activities necessary thereto,

including, without limitation, parking oversized vehicles for the purpose of loading and unloading vehicles, supplies and materials, and parking for employees, customers and guests by Tesla, Inc., a Delaware corporation, or an affiliate which means an entity that controls, is controlled by, or is under common control with Tesla, Inc. (including without limitation a subsidiary, a parent or a subsidiary of a parent of Tesla, Inc.), or a successor to Tesla, Inc. by merger, consolidation or acquisition of all or substantially all of the assets or stock of Tesla, Inc. or all or substantially all of Tesla's real estate holdings, or a concessionaire, franchisee or licensee for the operation of any portion of the business to be conducted on Lot 3 ("***Affiliate***") ("***Tesla SSD***"). LTF, Spirit and Residential Developer have all agreed and consented to 1000 Skokie SSD's proposed use of Lot 3 as a Tesla SSD. LTF, Spirit, Residential Developer and 1000 Skokie SSD are collectively referred to as the "***Developer Parities***."

In order to develop the Subject Property as proposed, 1000 Skokie SSD has requested relief from, and approvals under, the Zoning Code and the Village of Northbrook Subdivision and Development Code (1991), as amended ("***Subdivision Code***").

Pursuant to public notice published in the *Northbrook Herald* on February 2, 2023, a public hearing was held by the Plan Commission on February 21, 2023, to consider 1000 Skokie SSD's request for approval of: (i) Amendment to the RDA originally approved in 2016-R-129 and 2016-R-162; (ii) Amendment to Ordinance 2016-13 Granting Special Permits for a Planned Development; (iii) Amendment to Ordinance 2016-62 Granting Final Plan Approval; (iv) Amendment to Landbanked Parking Restrictive Covenant; (v) Special Permit to increase the approved FAR from 0.64 to 0.65; (vi) Zoning Code Text amendment to allow tandem parking spaces for Motor Vehicle Dealer by exception; (vii) Special Permit for a Motor Vehicle Dealer with Open Sales Lots; (viii) Special Permit for Wall Signs Above 20' in Height; (ix) Special Permit for a Wall Sign in Excess of 100 square feet in area; (x) Rear yard variation to reduce required yard from 30' to 5' to accommodate proposed parking; (xi) Variation to reduce the required number of loading spaces from 1 to 0; (xii) Waiver of the Zoning Code requirement for parking garage ramps to not exceed 8% slope to allow a 15% slope; (xiii) Waiver of the Foundation Landscape distance requirements to less than 50%; (xiv) Exception to allow a motor vehicle dealer with open sales lots to provide required parking spaces not directly accessed by a required circulation aisle ("***Tandem Parking Exception***"); (xv) Exception to reduce the parking stall dimensions from 9' by 20' to 9' by 18' for customer parking and to 8'-6" by 18' for car storage spaces; and (xvi) site plan approval (collectively, ***"Requested Relief"***).

The Village has negotiated an amendment to the RDA with the Developer Parties, pursuant to which the Subject Property is to be redeveloped with the Planned Development ("***First Amendment***").

The President and Board of Trustees have considered the First Amendment and find and determine that it is in the best interest of the Village and the public to approve the First Amendment. These matters pertain to the Village's government and affairs and are approved pursuant to the Village's home rule powers under the Illinois Constitution of 1970.

Section 2. APPROVAL OF FIRST AMENDMENT.

The First Amendment by and between the Village and Developer Parties shall be, and is hereby, approved in substantially the form attached hereto as ***Exhibit A*** and in a form acceptable to the Village Manager and Village Attorney.

Section 3. EXECUTION OF FIRST AMENDMENT.

The Village President and Village Clerk are hereby authorized and directed to execute and seal, on behalf of the Village, the First Amendment upon receipt of at least five copies fully executed by 1000 Skokie SSD and any other person or entities whose consent is required; provided, however, that if such executed copies of the First Amendment are not received by the Village Clerk within 90 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.

Section 4. RECORDATION OF FIRST AMENDMENT.

The Village Manager is hereby directed to record the First Amendment with the Office of the Cook County Recorder upon satisfactory completion of all administrative details relating thereto.

Section 5. EFFECTIVE DATE.

This Ordinance shall be in full force and effect only upon the occurrence of all of the following events:

A. Passage by the Board of Trustees of the Village of Northbrook by a majority vote in the manner required by law; and

B. The latest effective date of the following ordinances granting zoning approvals relating to the Subject Property:

a) An Ordinance Further Amending and Restating Ordinance 2016-62 Granting Final Plan Approval, Special Permits, Yard and Setback Variations, Waivers, and Exceptions (1000-1200 Skokie Boulevard);
b) An Ordinance Granting Special Permits for a Motor Vehicle Dealer with Open Sales Lot and Wall Signs, Variations, Waivers, Exceptions, and Site Plan Approval (Tesla - 1200 Skokie Boulevard) (Plan Commission Docket No. PCD-23-01); and
c) An Ordinance Amending Part V of Article XI of the Northbrook Zoning Code (1988), as Amended, Regarding Authorized Exceptions (1000-1200 Skokie Blvd.) (Plan Commission Docket No. PCD-23-01).

Scheduled: 3/14/2023

ATTEST:

_____
Village President

_____
Village Clerk

EXHIBIT A

FIRST AMENDMENT

Attachment: Exhibit A -1st Amendment to Subdivision & Development Agreement (March 2023) (6566 : A Resolution Approving a First

THIS INSTRUMENT PREPARED
BY AND AFTER RECORDING
RETURN TO:

Steven M. Elrod
Elrod Friedman LLP
325 N. LaSalle, Suite 450
Chicago, IL 60654

FIRST AMENDMENT TO

SUBDIVISION AND DEVELOPMENT AGREEMENT

BY AND BETWEEN

THE VILLAGE OF NORTHBROOK,

LTF REAL ESTATE COMPANY, INC., FINGER-EPCO NORTHBROOK, LLC,

SPIRIT REALTY, L.P., AND 1000 SKOKIE SSD LLC

(1000-1200 SKOKIE BOULEVARD)

DATED AS OF MARCH __, 2023

Attachment: Exhibit A -1st Amendment to Subdivision & Development Agreement (March 2023) (6566 : A Resolution Approving a First

FIRST AMENDMENT TO SUBDIVISION AND DEVELOPMENT AGREEMENT
(1000-1200 SKOKIE BOULEVARD)

THIS FIRST AMENDMENT TO SUBDIVISION AND DEVELOPMENT AGREEMENT ("***First Amendment***") is made as of the __ day of March, 2023 (***"Effective Date"***), by, between, and among the **VILLAGE OF NORTHBROOK,** an Illinois home rule municipal corporation ("***Village***"), **LTF REAL ESTATE COMPANY, INC.**, a Minnesota corporation ("***Original Developer***"), **FINGER-EPCO NORTHBROOK, LLC**, an Illinois limited liability company ("***Residential Developer***"), **SPIRIT REALTY, L.P.**, a Delaware limited partnership ("***Fitness Facility Owner***"), and **1000 SKOKIE SSD LLC**, an Illinois limited liability company ("***1000 Skokie SSD***") (Original Developer, Residential Developer, Fitness Facility Owner and 1000 Skokie SSD are collectively referred to as "***Developer Parties***").

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in this First Amendment, and pursuant to the Village's home rule powers and all other applicable authority, the Parties hereto hereby agree as follows:

Section 1. **RECITALS.**

A. The Village is a home rule unit by virtue of the provisions of the 1970 Constitution of the State of Illinois.

B. The Village and Original Developer entered into that certain "Subdivision and Development Agreement" ("***RDA***") to facilitate the redevelopment of an approximately 18.06 acre property legally described in ***Exhibit A*** attached hereto and referred to in the RDA as the "***Property***."

C. On September 27, 2016, the Village adopted the following ordinances and resolutions for the Property to enable Original Developer to develop the Property as proposed: (i) Resolution 2016-129 Approving the RDA; (ii) Resolution 2016-130 Approving a Final Plat of Subdivision for the Property; (iii) Ordinance 2016-62 Granting Final Plan Approval, Special Permits, Yard and Setback Variations, Waivers, and Exceptions for the Property; (iv) Ordinance 2016-63 Granting Special Permits for a Fitness Facility and Wall Signs; and (v) Ordinance 2016-64 Granting Special Permits for a Child Care Facility and Wall Signs (collectively, "***Original Approvals***").

D. On December 13, 2016, pursuant to Original Developer's request, the Village approved Resolution No. 2016-R-162 granting approval of a revised RDA with Developer, pursuant to which the Property is being redeveloped as a mixed-use planned development ("***Planned Development***"). The RDA and the revised RDA are collectively referred to as the "***RDA***."

E. The RDA had an effective date of December 13, 2016, and was recorded on December 19, 2016, as Document No. 1635422070 in the Office of the Cook County Recorder.

F. The RDA contemplated the Property being developed as three lots, with a luxury apartment building ("***Residential Facility***") on Lot 1, a physical fitness facility ("***Fitness Facility***") on Lot 2, and a child care facility ("***Child Care Facility***") on Lot 3.

G. In December of 2016, Original Developer conveyed title to Lot 1 to Residential Developer, while retaining title to Lots 2 and 3.

Attachment: Exhibit A -1st Amendment to Subdivision & Development Agreement (March 2023) (6566 : A Resolution Approving a First

H. The planned operator of the Child Care Facility failed to purchase Lot 3 from Developer and, as a result, the Village's Board of Trustees formally repealed and rescinded certain special use approvals it had previously granted for the Child Care Facility pursuant to Ordinance 2017-17, adopted on April 25, 2017.

I. In 2019, Original Developer conveyed title to Lot 2 to Fitness Facility Owner, while retaining title to Lot 3.

J. 1000 Skokie SSD is the contract purchaser of Lot 3 and proposes to develop Lot 3 with a motor vehicle dealer with an open sales lot to be operated as a Tesla sales, service, and delivery center for the sale, service, maintenance, test driving, charging, repair, delivery and storage of new and pre-owned Tesla automobiles and related parts and accessories and for general office purposes as well as those incidental activities necessary thereto, including, without limitation, parking oversized vehicles for the purpose of loading and unloading vehicles, supplies and materials, and parking for employees, customers and guests by Tesla, Inc., a Delaware corporation, or an affiliate which means an entity that controls, is controlled by, or is under common control with Tesla, Inc. (including without limitation a subsidiary, a parent or a subsidiary of a parent of Tesla, Inc.), or a successor to Tesla, Inc. by merger, consolidation or acquisition of all or substantially all of the assets or stock of Tesla, Inc. or all or substantially all of Tesla's real estate holdings, or a concessionaire, franchisee or licensee for the operation of any portion of the business to be conducted on Lot 3 ("***Affiliate***") ("***Tesla SSD***"). Original Developer, Residential Developer and Fitness Facility Owner have all agreed and consented to 1000 Skokie SSD's proposed use of Lot 3 as a Tesla SSD.

K. The Developer Parties now request to amend certain provision of the RDA to allow Lot 3 to be developed with a Tesla SSD, rather than a Child Care Facility.

L. The Village's Corporate Authorities have determined that it would be in the best interest of the Village and its residents to amend the RDA as provided in this First Amendment.

Section 2. DEFINITIONS; RULES OF CONSTRUCTION.

A. Definitions. All capitalized words and phrases used throughout this First Amendment have the meanings set forth in the various provisions of this First Amendment. If a word or phrase is not specifically defined in this First Amendment, it has the same meaning as in the RDA. The following definitions shall be in addition to all other Definitions provided in Section 2.A. of the RDA:

"***Tesla SSD***": The Tesla sales, service, and delivery center to be constructed on Lot 3 of the Property, consisting of approximately 48,000 square feet of gross floor area.

"***Tesla SSD Special Permit Ordinance***": That certain ordinance to be adopted by the Corporate Authorities pursuant to Section 3.D of the RDA, as amended by this First Amendment, authorizing the required zoning relief for the Tesla SSD.

B. Rules of Construction. Except as specifically provided in this First Amendment, all terms, provisions and requirements contained in the RDA remain unchanged and in full force and effect. In the event of a conflict between the text of the RDA and the text of this First Amendment, the text of this First Amendment controls.

C. Form of Amendment. In all provisions of this First Amendment, added text is shown in bold and double underlined and deleted text is shown as struck through.

Attachment: Exhibit A -1st Amendment to Subdivision & Development Agreement (March 2023) (6566 : A Resolution Approving a First

Section 3. AMENDMENTS TO SECTION 3.D. – APPROVAL OF ZONING RELIEF AND DEVELOPMENT. Section 3.D, titled "Approval of Zoning Relief and Development; Child Care Facility Special Permit Ordinance," of the RDA is hereby deleted in its entirety and replaced with the following:

"**D. Tesla SSD Special Permit Ordinance.** Following the adoption of the Final Development Plan Ordinance, the Corporate Authorities shall adopt the Tesla SSD Special Permit Ordinance granting to 1000 Skokie SSD: (i) a special permit to allow the construction and operation of the Tesla SSD (SIC No. 5510.02); (ii) a special permit to allow wall signs above 20' in height; and (iii) a special permit to allow wall signs in excess of 100 square feet in area, as well as other variations, waivers, and exceptions required to permit the development and operation of the Tesla SSD on Lot 3."

Section 4. AMENDMENTS TO SECTION 4.C. – DEVELOPMENT OF PROPERTY. Section 4.C, titled "Development of Property; Child Care Facility," of the RDA is hereby deleted in its entirety and replaced with the following:

"**C. Tesla SSD**. The Tesla SSD shall be constructed and operated in accordance with the terms and conditions of this Agreement and the Tesla SSD Special Permit Ordinance."

Section 5. AMENDMENTS TO SECTION 4.D. – DEVELOPMENT OF PROPERTY. Section 4.D, titled "Development of Property; General Use and Development Restrictions," of the RDA is amended to read as follows:

"**D. General Use and Development Restrictions**. Development of the Property, except for minor alterations due to final engineering and site work approved by the Village Engineer or the Village Director of Development and Planning Services, as appropriate, shall be pursuant to and in accordance with the following (upon their respective approval, adoption, and effective date):

1. This Agreement **and any amendments thereto**;
2. The Fitness Facility Special Permit Ordinance, and all documents and plans attached to the Fitness Facility Special Permit Ordinance;
3. The **Tesla SSD** ~~Child Care Facility~~ Special Permit Ordinance, and all documents and plans attached to the **Tesla SSD** ~~Child Care Facility~~ Special Permit Ordinance;
4. The Final Development Plan;
5. The Plat of Subdivision and all rights granted thereby;
6. The Public Improvements Standards Manual;
7. The Zoning Code;
8. The Subdivision Code; and
9. The Requirements of Law."

Section 6. AMENDMENTS TO SECTION 4.D. – DEVELOPMENT OF PROPERTY. Section 4.D, titled "Development of Property; Floor Area Restrictions," of the RDA is amended to read as follows:

"**D. Floor Area Restrictions**. The Original Developer acknowledges and agrees to the following restrictions:

1. Maximum Floor Area Ratio. The Floor Area Ratio for the Property may not exceed ~~0.64~~ **0.65**.

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2. Gross Floor Area Allocation. The gross floor area of the Development may not exceed 5~~0~~**1**0,000 square feet, which shall be allocated in approximately the following manner:
    a. The Fitness Facility shall have approximately 90,000 square feet of gross floor area.
    b. The ~~Child Care Facility~~ **Tesla SSD** shall have approximately **48,000** ~~40,200~~ square feet of gross floor area.
    c. The Residential Facility shall have approximately 369,800 square feet of gross floor area."

Section 7. REPEAL SECTION 7.C. – VEHICLE ACCESS, PARKING, AND LOADING. Section 7.C, titled "Vehicle Access, Parking, and Loading; Child Care Facility Parking," of the RDA is hereby repealed in its entirety.

Section 8. AMENDMENTS TO SECTION 7.D. – VEHICLE ACCESS, PARKING, AND LOADING. Section 7.D, titled "Vehicle Access, Parking, and Loading; Landbanked Parking," of the RDA is amended to read as follows:

"**D. Landbanked Parking.**

1. Village Right to Require Additional Parking. Within five years after the date of the issuance of the ~~last~~ certificate of occupancy issued for the Fitness Facility ~~Child Care Facility, or the Residential Facility~~, the Village shall have the right to require, and ~~the Developer~~ **the Original Developer and Fitness Facility Owner ("*Lot 2 Owners*")** shall have the obligation to construct, additional parking spaces in accordance with the following procedure: In the event that the Corporate Authorities elect by ordinance duly adopted at a meeting of the Corporate Authorities held no earlier than 60 days following notice to ~~the Developer~~ **the Lot 2 Owners**, to require the construction of up to ~~72~~**52** parking spaces (for a net gain of ~~7~~0**50** parking spaces) in the Landbanked Parking Area **of Lot 2** ("***Additional Parking Spaces***"), the Additional Parking Spaces shall be promptly constructed, installed, used and maintained in strict accordance with Sheet 6A of the Engineering Plans and in accordance with all applicable Village standards. **Nothing herein shall preclude or prevent the Lot 2 Owners from choosing, at any time and without further action by the Corporate Authorities, to construct the Additional Parking Spaces on Lot 2, at their sole cost and expense, without the Village invoking its right to require the Additional Parking Spaces under this Section 7.D.1. No additional or further approvals from the Village shall be required except for the customary reviews and approvals required for building permits for such construction.**

2. Initial Construction **and Maintenance** of Landbanked Parking Area. Until such time as the Village Board makes the election provided for in Section 7.~~C~~**D**.1, or if the Village Board never makes such an election, **or if the Lot 2 Owners choose to voluntarily construct the Additional Parking Spaces**, the Landbanked Parking Area for ~~the Property~~ **Lot 2** shall be constructed, installed, used and maintained in strict accordance with the Final Development Plan, except for minor changes and site work approved by the Village Director of Development and Planning Services or the Village Engineer (for matters within their respective permitting authorities) in accordance with all applicable Village standards.

Attachment: Exhibit A -1st Amendment to Subdivision & Development Agreement (March 2023) (6566 : A Resolution Approving a First

3. Landbanking Covenant. ~~Prior to the issuance of any building permits for the Development, the Developer~~ **The Lot 2 Owners** shall execute and submit to the Village Clerk for recordation, a restrictive covenant ("***Landbanking Covenant***") in a form approved by the Village Attorney, which Landbanking Covenant shall: (i) have a term of five years from the date of the issuance of the ~~last~~ certificate of occupancy issued for the Fitness Facility~~, Child Care Facility, or the Residential Facility~~; (ii) require, at the election of the Corporate Authorities ~~the Developer~~ **the Lot 2 Owners** to construct up to ~~72~~**52** of the Additional Parking Spaces (for a net gain of ~~70~~**50** parking spaces) in accordance with the terms of Section 7.**D**~~C~~.**1** of this Agreement; and (iii) in the event that **the Lot 2 Owners** fail to construct the Additional Parking Spaces required by the Corporate Authorities, allow the Village to construct the Additional Parking Spaces and require ~~the Developer~~ **the Lot 2 Owners** to reimburse the Village for all of the Village's expenses and costs to construct the Additional Parking Spaces."

Section 9. REPEAL OF SECTION 8 – CHILD CARE OCCUPANCY RESTRICTION. Section 8, titled "Child Care Occupancy Restriction," of the RDA is hereby repealed in its entirety.

Section 10. AUTHORITY TO EXECUTE.

The Village hereby warrants and represents to the Developer Parties that the persons executing this First Amendment on its behalf have been properly authorized to do so by the Corporate Authorities. The Developer Parties hereby warrant and represent to the Village (i) that they have the full and complete right, power and authority to enter into this First Amendment and to agree to the terms, provisions and conditions set forth in and to bind the as set forth in this First Amendment; (ii) that all legal actions needed to authorize the execution, delivery and performance of this First Amendment have been taken; and (iii) that neither the execution of this First Amendment nor the performance of the obligations assumed by the Developer Parties will (a) result in a breach or default under any agreement to which the Developer Parties are a party or to which it or the Property is bound or (b) violate any statute, law, restriction, court order, or agreement to which the Developer Parties or the Property are subject.

[END OF TEXT - SIGNATURE PAGES FOLLOW]

Attachment: Exhibit A -1st Amendment to Subdivision & Development Agreement (March 2023) (6566 : A Resolution Approving a First

IN WITNESS WHEREOF, the parties hereto have affixed their signatures the date and year first above written.

VILLAGE OF NORTHBROOK, an Illinois home rule municipal corporation

By:_____
Its: Village President

ATTEST:

By:_____
Its: Village Clerk

Attachment: Exhibit A -1st Amendment to Subdivision & Development Agreement (March 2023) (6566 : A Resolution Approving a First

DEVELOPER:

LTF REAL ESTATE COMPANY, INC.,
a Minnesota corporation

By:_____
Name (Printed):_____
Its: Authorized Signatory

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO **HEREBY CERTIFY**, that _____, as an Authorized Signatory of **LTF REAL ESTATE COMPANY, INC.**, a Minnesota corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument on behalf of the limited liability company as the free and voluntary act of the limited liability company for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of _____, 2023.

_____
Notary Public

My commission expires:

(SEAL)

Attachment: Exhibit A -1st Amendment to Subdivision & Development Agreement (March 2023) (6566 : A Resolution Approving a First

RESIDENTIAL DEVELOPER:

FINGER-EPCO NORTHBROOK, LLC,
an Illinois limited liability company

By:_____
Name (Printed):_____
Its: _____, Authorized Signatory

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO **HEREBY CERTIFY**, that _____, as an Authorized Signatory of **FINGER-EPCO NORTHBROOK, LLC**, an Illinois limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument on behalf of the limited liability company as the free and voluntary act of the limited liability company for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of _____, 2023.

_____
Notary Public

My commission expires:

(SEAL)

Attachment: Exhibit A -1st Amendment to Subdivision & Development Agreement (March 2023) (6566 : A Resolution Approving a First

FITNESS FACILITY OWNER:

SPIRIT REALTY, L.P,
a Delaware limited partnership

By:_____
Name (Printed):_____
Its: _____, Authorized Signatory

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO **HEREBY CERTIFY**, that _____, as an Authorized Officer of **SPIRIT REALTY, L.P,** a Delaware limited partnership, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument on behalf of the limited liability company as the free and voluntary act of the limited liability company for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of _____, 2023.

_____
Notary Public

My commission expires:

(SEAL)

Attachment: Exhibit A -1st Amendment to Subdivision & Development Agreement (March 2023) (6566 : A Resolution Approving a First

1000 SKOKIE SSD:

1000 SKOKIE SSD, LLC,
an Illinois limited liability company

By:_____
Name (Printed):_____
Its: _____, Authorized Signatory

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO **HEREBY CERTIFY**, that _____, as an Authorized Officer of **1000 SKOKIE SSD LLC,** an Illinois limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument on behalf of the limited liability company as the free and voluntary act of the limited liability company for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of _____, 2023.

_____
Notary Public

My commission expires:

(SEAL)

Attachment: Exhibit A -1st Amendment to Subdivision & Development Agreement (March 2023) (6566 : A Resolution Approving a First

Attachment: Exhibit A -1st Amendment to Subdivision & Development Agreement (March 2023) (6566 : A Resolution Approving a First

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

LOTS 1 THROUGH 3 IN THE FINAL PLAT OF LIFETIME SUBDIVISION, BEING A SUBDIVISION OF THAT PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER AND THAT PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PIN: 04-12-113-002, 04-12-312-001, and 04-12-312-002

Commonly known as: 1000-1200 Skokie Boulevard, Northbrook, IL

APPROVED

RESOLUTION NO. 23-PC-03
VILLAGE OF NORTHBROOK PLAN COMMISSION

DOCKET NO. 23-01
(1000-1200 SKOKIE BOULEVARD)

WHEREAS, an application has been filed by 1000 Skokie SSD, LLC (the "Applicant") as contractual purchaser of the property commonly known as 1200 Skokie Boulevard (the "Subject Property") which is owned by LTF Real Estate Company, Inc. (the "Owner") as part of a planned development originally approved for 1000-1200 Skokie Boulevard (the "Development") is seeking relief to allow a Tesla motor vehicle dealer with an open sales lot, and

WHEREAS, the Applicant has filed an application (Docket No. PCD-23-01) with the Village of Northbrook requesting:

A. Amendment to Redevelopment Agreement originally approved in 2016-R-129 and 2016-R-162;
B. Amendment to Ordinance 2016-13 Granting Special Permits for a Planned Development;
C. Amendment to Ordinance 2016-62 Granting Final Plan Approval;
D. Amendment to Landbanked Parking Restrictive Covenant;
E. Special Permit to increase the approved FAR from ~~0.66 to 0.67~~ **0.64 to 0.65**;
F. Zoning Code Text amendment to allow tandem parking spaces for Motor Vehicle Dealer by exception;
G. Special Permit for a Motor Vehicle Dealer with Open Sales Lots;
H. Special Permit for Wall Signs Above 20' in Height;
I. Special Permit for a Wall Sign in Excess of 100 square feet in area;
J. Rear yard variation to reduce required yard from 30' to 5' to accommodate proposed parking;
K. Variation to reduce the required number of loading spaces from 1 to 0;
L. Waiver of the Zoning Code requirement for parking garage ramps to not exceed 8% slope to allow a 15% slope;
M. Waiver of the Foundation Landscape distance requirement to less than 50%;
N. Exception to Allow tandem parking;
O. Exception to reduce parking stall dimensions from 9' by 20' to 9' by 18' for customer parking and to 8'-6" by18' for car storage spaces;
P. Site Plan Approval; and
Q. Approval of any such variations, waivers, and zoning relief as may be necessary to accomplish development and use of the Subject Property as requested by the Applicant.

WHEREAS, the 1000-1200 Skokie Boulevard is zoned O-4 Boulevard Office District in the Village of Northbrook; and

WHEREAS, the Subject Property is designated as appropriate for Major Corridor Multi-Use in the Village of Northbrook Comprehensive Plan; and

WHEREAS, a public notice for this docket was duly published on February 2, 2023 in the *Northbrook Herald* and a public hearing was held at the Plan Commission's regular meeting on February 21, 2023; and

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Resolution No. 23-PC-03
Docket No. PCD-23-01 – 1000-1200 Skokie Boulevard

WHEREAS, the Applicant has submitted evidence that a sign was properly posted on the Subject Property, indicating the time and date of the Commission hearings, and that all property owners within 250 feet of the Subject Property were notified of the Commission hearing by certified mail; and

WHEREAS, the Plan Commission has considered all the evidence presented to it, including, but not limited to, the following:

1. Village of Northbrook Plan Commission Application form & attachments received January 10, 2023, and all subsequent additions and revisions to these application materials and attachments.
2. All staff reports and attachments regarding this application.
3. Board of Trustees preliminary review minutes.
4. All written and oral testimony concerning the application.

NOW, THEREFORE, BE IT RESOLVED by the Plan Commission of the Village of Northbrook, Cook County, Illinois, THAT:

1. Findings:

A. Comprehensive Plan Compliance. The Northbrook Plan Commission does hereby find that with respect to Docket No. PCD-23-01, the proposed application **is in general compliance** with the Northbrook Comprehensive Plan, and specifically in compliance with the Future Land Use Map.

B. Redevelopment Agreement. The Northbrook Plan Commission **does** hereby find that with respect to Docket No. PCD-23-01A, to accommodate the proposed development, the Annexation and Development Agreement shall be amended.

C. Zoning Code Text Amendment. With respect to Docket No. PCD-23-01F, the Plan Commission hereby finds that the Applicant's request to amend the Zoning Code to allow tandem parking spaces for Motor Vehicle Dealer by exception, **does** meet the standards in Subsection 11-601E of the Northbrook Zoning Code for amending said Code.

D. Special Permit Amendment for Planned Development & Approval for Motor Vehicle Dealer with Open Sales Lot and increase in FAR to 0.65. With respect to Docket No. PCD-23-01B/C/D/E/G, the Plan Commission hereby finds that the requested special permit amendment of a planned development and Motor Vehicle Dealer with Open Sales Lot (SIC 5510.02) on the Subject Property, satisfies the special permit standards established in Paragraph 11-602 E1 of the Zoning Code as follows:
    1. The planned development will be in harmony with the general and specific purposes for which the Zoning Code was enacted and for which the regulations of the O-4 Boulevard Office District were adopted, and with the general purpose and intent of the Comprehensive Plan;
    2. The planned development will not have a substantial or undue adverse effect upon adjacent property and the character of the area or the public health, safety and general welfare;
    3. The planned development will be arranged and operated so as not to dominate the immediate vicinity or to interfere with the use and development of neighboring property;
    4. The planned development will be served adequately by essential public facilities and services;

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5. The planned development will not cause undue traffic congestion nor draw significant amounts of traffic through residential streets;
6. The planned development will not result in the destruction, loss or damage of natural, scenic or historic features of significant importance; and
7. The planned development complies with all additional standards imposed on it by the particular provisions of the Zoning Code authorizing such uses.

E. Special Permit for Wall Signs in Excess of Permitted Height. With respect to Docket No. PCD-23-01H, the Plan Commission hereby finds that the requested special permit to allow wall signs in excess of 20' in height on the Subject Property, satisfies the special permit standards established in Paragraph 11-602 E1 of the Zoning Code as follows:

1. The wall signs will be in harmony with the general and specific purposes for which the Zoning Code was enacted and for which the regulations of the O-4 Boulevard Office District were adopted, and with the general purpose and intent of the Comprehensive Plan;
2. The wall signs will not have a substantial or undue adverse effect upon adjacent property and the character of the area or the public health, safety and general welfare;
3. The wall signs will be arranged and operated so as not to dominate the immediate vicinity or to interfere with the use and development of neighboring property;
4. The wall signs will be served adequately by essential public facilities and services;
5. The wall signs will not cause undue traffic congestion nor draw significant amounts of traffic through residential streets;
6. The wall signs will not result in the destruction, loss or damage of natural, scenic or historic features of significant importance; and
7. The wall signs comply with all additional standards imposed on it by the particular provisions of the Zoning Code authorizing such uses.

F. Special Permit for Wall Sign in Excess of Permitted Area. With respect to Docket No. PCD-23-01I, the Plan Commission hereby finds that the requested special permit to allow a wall sign in excess of the permitted sign area on the Subject Property, satisfies the special permit standards established in Paragraph 11-602 E1 of the Zoning Code as follows:

1. The wall sign will be in harmony with the general and specific purposes for which the Zoning Code was enacted and for which the regulations of the O-4 Boulevard Office District were adopted, and with the general purpose and intent of the Comprehensive Plan;
2. The wall sign will not have a substantial or undue adverse effect upon adjacent property and the character of the area or the public health, safety and general welfare;
3. The wall sign will be arranged and operated so as not to dominate the immediate vicinity or to interfere with the use and development of neighboring property;
4. The wall sign will be served adequately by essential public facilities and services;
5. The wall sign will not cause undue traffic congestion nor draw significant amounts of traffic through residential streets;
6. The wall sign will not result in the destruction, loss or damage of natural, scenic or historic features of significant importance; and
7. The wall sign comply with all additional standards imposed on it by the particular provisions of the Zoning Code authorizing such uses.

G. Yard Variation. With respect to Docket No. PCD-23-01J a request to reduce the required rear yard on the west side of the Planned Development, the Plan Commission finds that the following

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variation **is consistent** with the standards for variations established in Subsection 11-503F of the Zoning Code:

1) Variation to reduce the required rear (west) yard from 30' to 5'

H. Loading Space Variation. With respect to Docket No. PCD-23-01K, a request to reduce the required number of off-street loading spaces, the Plan Commission finds that a variation to reduce the required number of loading spaces from 1 to 0 is **consistent** with the standards for variations established in subsection 11-503F of the Zoning Code.

I. Waivers. With respect to Docket No. PCD-23-01L/M, the Plan Commission hereby finds that the following waivers requested **does satisfy** the standards in Subparagraph 9-104C3(c) and Subparagraph 9-107B1(a) of the Zoning Code:

1) Waiver of the Zoning Code requirement for parking garage ramps to not exceed 8% slope to allow a 15% slope; and
2) Waiver of the Foundation Landscape distance requirement to less than 50%.

J. Exceptions. With respect to Docket No. PCD-23-01N/O, the Plan Commission hereby finds that the following exceptions requested **does satisfy** the standards for exceptions established in Section 11-505 of the Zoning Code:

1) Exception to Allow tandem parking;
2) Exception to reduce parking stall dimensions from 9' by 20' to 9' by 18' for customer parking and to 8'-6" by18' for car storage spaces;

K. Site Plan Approval. With respect to Docket No. PCD-23-01P, the Plan Commission **does** hereby find that the proposed improvements on the Subject Property comply with the standards for such approvals as established in Section 11-604 of the Zoning Code.

D. Other Relief Necessary. With respect to Docket No. PCD-23-01Q, the Plan Commission finds no other zoning or subdivision relief necessary for this application.

2. Recommendations: The Northbrook Plan Commission does hereby recommend to the President and Board of Trustees of the Village of Northbrook **approval** of Docket No. PCD-23-01A-P based on the findings established herein, subject to the following conditions:

A. Redevelopment Agreement Amendment. The Redevelopment Agreement originally approved in 2016-R-129 and 2016-R-162 shall be amended to include the Motor Vehicle Dealer with Open Sales Lot to be operated by a Tesla dealership with the removal of the children's learning academy.

B. Zoning Code Text Amendment. Section 11-505 E, entitled "Authorized Exceptions" of Article XI, Part V, entitled "Interpretations, Appeals, Variations & Exceptions" of the Zoning Code shall be, and is hereby, amended as follows [added **text bold and double underlined**; deleted text struck-through]:

11-505 E Authorized Exceptions. Subject to the other provisions of this Section, the Zoning Board of Appeals may grant exceptions to the provisions of this Code in the following cases and in no others:

1. To increase the maximum allowable height of a fence in a Single Family Residential District; and

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2. To increase, by not more than eight (8) feet the maximum allowable height of a detached garage in a Single Family Residential District;

3. To decrease, by not more than two (2) feet in length or by not more than six (6) inches in width, the minimum dimensions for a required parking space in the Residential Specialty District when located within a parking garage; and

4. To allow exceptions from strict compliance with any requirement of this code in conjunction with the development of a mixed use planned development; provided, however, that no exception may be granted that would:

   a) allow any component of the mixed use planned development to exceed the maximum height of a district;

   b) allow any mixed use planned development to exceed the maximum allowable floor area ratio of a district; or

   c) allow any use that is not permitted or special use in a district.

5. To allow motor vehicle dealer with open sales lots to have required parking spaces not directly accessed by a required circulation aisle.

C. Special Permit Amendment for Planned Development & Motor Vehicle Dealer with Open Sales Lot and increase in FAR to 0.65. A special permit for a Planned Development Amendment for operation of a Tesla motor vehicle dealer shall be approved subject to the following conditions:

a) The Subject Property shall be developed in general conformance with the following plans:

   i. Site Plan, prepared by Studio 222 Architects, consisting of two pages, dated December 6, 2022 attached as ***Exhibit A***.

   ii. Landscape Plan, prepared by Manhard Consulting, consisting of four pages, dated December 8, 2022 attached as ***Exhibit B***.

   iii. Elevations, prepared by Studio 222 Architects, consisting of two pages, dated November 15, 2022 attached as ***Exhibit C***.

   iv. Site Development & Preliminary Utility Plans, prepared by Manhard Consulting, consisting of two pages, dated October 19, 2022 attached as ***Exhibit D***.

b) The Applicant shall comply with the following action items of the Climate Action Plan that are applicable to this facility:

   i. Applicant commits to working with the Village of Northbrook to explore community outreach initiatives that would advance education and improvements related to electric vehicles.

   ii. Applicant states building will utilize glass or glass patterning that deters bird strikes and an intention to install LED site lighting with shielding to meet the Village's site lighting ordinance. However, because lighting is to match existing site fixtures within the Planned Development (LifeTime Fitness), color temperatures of 3000 K or lower may not be included.

   iii. Applicant states intention to exclude fossil fuel combustion from the development assuming there is readily available ComEd capacity, and the equipment is not subject to ongoing supply chain issues.

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iv. Applicant plans to explore energy efficiency options through the ComEd Energy Efficiency program which will guide design choices related to the building envelopment and mechanical systems. The applicant will strive for 100% LED interior and exterior lighting.

v. Applicant states intention to prioritize sustainable and domestic materials. Zero-VOC paints will be utilized. Warm mix asphalt will be utilized assuming it is seasonally available.

vi. For the permeable pavers proposed in a portion of the parking lot, a sign denoting the bioswale and permeable pavers will be installed by the Applicant.

vii. Applicant states intention to utilize an irrigation controller that tracks precipitation and weather conditions to avoid overwatering and excessive runoff.

viii. Applicant states intention to prioritize the selection of native plants and climate-hardy trees, shrubs, and perennials for all new plantings. Applicant plans to enter a landscape management service contract that aligns with the stated goals above.

ix. Work with C-PACE, the Illinois Power Agency Adjustable Block Program, or similar for incentives to create a potential long term plan.

D. Special Permit for Wall Signs in Excess of Permitted Height and Area. A special permit for five wall signs for Tesla in excess of 20' in height, with one wall sign in excess of 100 square feet in area shall be approved subject to the following conditions:

a) The Subject Property shall be developed in general conformance with the following plans:

i. Elevations, prepared by Studio 222 Architects, consisting of two pages, dated November 15, 2022 attached as ***Exhibit C***.

ii. Sign Plans, prepared by Tesla, consisting of six pages, received on January 10, 2023, attached as ***Exhibit E***.

D. Rear Yard Variation. A rear yard variation reducing the required rear yard from 30' to 5' shall be granted consistent with the site plan attached in ***Exhibit A***.

E. Loading Space Variation. A loading space variation shall be granted to reduce the number of required loading spaces from 1 to 0 on the Subject Property consisting with the designated loading plan depicted in the Car Carrier Truck Turn plan, consisting of two pages, prepared by Manhard Consulting, dated October 17, 2022 attached as ***Exhibit F***, with a condition that no loading or unloading of vehicles occurs in Skokie Boulevard.

F. Waivers. The following waivers shall be granted:

a. Waiver of the Zoning Code requirement for parking garage ramps to not exceed 8% slope to allow a 15% slope; and
b. Waiver of the Foundation Landscape distance requirement to less than 50%

G. Exceptions. The following exceptions shall be granted in compliance with the Site Plan attached in ***Exhibit A***:

a. Exception to Allow tandem parking;
b. Exception to reduce parking stall dimensions from 9' by 20' to 9' by 18' for customer parking and to 8'-6" by18' for car storage spaces;

Attachment: 1 - Plan Commission Resolution and Reports (6566 : A Resolution Approving a First Amendment to the Subdivision and

Resolution No. 23-PC-03
Docket No. PCD-23-01 – 1000-1200 Skokie Boulevard

H. Site Plan Approval. The Subject Property shall be constructed and operated in general conformance with the site plans, engineering plans, landscape plans, building elevations, and signage plan reviewed by the Plan Commission and attached to this Resolution as exhibits.

ADOPTED THIS __ day of February 2023.

AYES: (9) DeBartolo, Halperin, Melnick, Morgen, Sandler, Schwager, Torf, Walden, Elisco

NAYS: (0)

ABSENT: (0)

ABSTAIN: (0)

_/s/ Steven Elisco _____
Steven Elisco, Chairman
Northbrook Plan Commission

ATTEST:

_/s/ Michaela Kohlstedt_____
Michaela Kohlstedt, Director
Development and Planning Services

Attachment: 1 - Plan Commission Resolution and Reports (6566 : A Resolution Approving a First Amendment to the Subdivision and

Attachment: 1 - Plan Commission Resolution and Reports (6566 : A Resolution Approving a First Amendment to the Subdivision and

EXHIBIT A
Site Plan

EXHIBIT B
Landscape Plan

Attachment: 1 - Plan Commission Resolution and Reports (6566 : A Resolution Approving a First Amendment to the Subdivision and

Resolution No. 23-PC-03
Docket No. PCD-23-01 – 1000-1200 Skokie Boulevard

EXHIBIT C
Elevations

Attachment: 1 - Plan Commission Resolution and Reports (6566 : A Resolution Approving a First Amendment to the Subdivision and

Resolution No. 23-PC-03
Docket No. PCD-23-01 – 1000-1200 Skokie Boulevard

EXHIBIT D
Site Development & Preliminary Utility Plans

Attachment: 1 - Plan Commission Resolution and Reports (6566 : A Resolution Approving a First Amendment to the Subdivision and

Resolution No. 23-PC-03
Docket No. PCD-23-01 – 1000-1200 Skokie Boulevard

EXHIBIT E
Sign Plans

Attachment: 1 - Plan Commission Resolution and Reports (6566 : A Resolution Approving a First Amendment to the Subdivision and

Resolution No. 23-PC-03
Docket No. PCD-23-01 – 1000-1200 Skokie Boulevard

EXHIBIT F
Car Carrier Truck Turn Plans

Attachment: 1 - Plan Commission Resolution and Reports (6566 : A Resolution Approving a First Amendment to the Subdivision and

MEMORANDUM
VILLAGE OF NORTHBROOK
DEVELOPMENT AND PLANNING SERVICES DEPARTMENT

TO: PLAN COMMISSION

FROM: MICHAELA KOHLSTEDT, DIRECTOR

DATE: FEBRUARY 21, 2023

SUBJECT: PCD-23-01: 1000-1200 SKOKIE BOULEVARD – TESLA DEALERSHIP

INTRODUCTION

On February 21, 2023 the Plan Commission will conduct a public hearing on an application filed by 1000 Skokie SSD, LLC (the "Applicant") as contractual purchaser of the property commonly known as 1200 Skokie Boulevard (the "Subject Property") which is owned by LTF Real Estate Company, Inc. (the "Owner") as part of a planned development originally approved for 1000-1200 Skokie Boulevard (the "Development"), for the purposes of:

A. Amendment to Redevelopment Agreement originally approved in 2016-R-129 and 2016-R-162;
B. Amendment to Ordinance 2016-13 Granting Special Permits for a Planned Development;
C. Amendment to Ordinance 2016-62 Granting Final Plan Approval;
D. Amendment to Landbanked Parking Restrictive Covenant;
E. Special Permit to increase the approved FAR from 0.66 to 0.67 (NOTE: originally approved FAR was 0.64 so the increase is from 0.64 to 0.65);
F. Zoning Code Text amendment to allow tandem parking spaces for Motor Vehicle Dealer by exception;
G. Special Permit for a Motor Vehicle Dealer with Open Sales Lots;
H. Special Permit for Wall Signs Above 20' in Height;
I. Special Permit for a Wall Sign in Excess of 100 square feet in area;
J. Rear yard variation to reduce required yard from 30' to 5' to accommodate proposed parking;
K. Variation to reduce the required number of loading spaces from 1 to 0;
L. Waiver of the Zoning Code requirement for parking garage ramps to not exceed 8% slope to allow a 15% slope;
M. Waiver of the Foundation Landscape distance requirement to less than 50%;
N. Exception to Allow tandem parking;
O. Exception to reduce parking stall dimensions from 9' by 20' to 9' by 18' for customer parking and to 8'-6" by18' for car storage spaces;
P. Site Plan Approval; and
Q. Approval of any such variations, waivers, and zoning relief as may be necessary to accomplish development and use of the Subject Property as requested by the Applicant.

A sign has been posted on the Subject Property indicating the time and date of the Plan Commission public hearing. The Applicant has submitted evidence that the mailed notice requirements of the Zoning Code have been satisfied. The Plan Commission hearing was properly noticed in the February 2, 2023 edition of the *Northbrook Herald*. To date, the Village has not received any public comments on the

Attachment: 1 - Plan Commission Resolution and Reports (6566 : A Resolution Approving a First Amendment to the Subdivision and

application.

PROPERTY DESCRIPTION

The Subject Property:

- is zoned O-4 Boulevard Office District within a Planned Development;
- is located on the west side of Skokie Blvd.;
- the Subject Property/Planned Development contains 3 lots and is approximately 18.06 acres:
  - Includes The Elaine 304-unit multi-family apartment building on a 6.52 acre lot (Lot 1).
  - Includes a Life Time Fitness on a 7.47 acre lot (Lot 2).
  - Includes a once approved Childcare Facility on a 4.08 lot (Lot 3, currently vacant).
- is a Planned Development surrounded by:
  - North: O-4 Boulevard Office District (Life Time Fitness)
  - South: O-3 General Office District (electric utility site)
  - East: O-4 Boulevard Office District (office building)
  - West: O-3 General Office District (electric utility easement)
- is designated as appropriate for Major Corridor Multi-Use (MU-MC) in the Comprehensive Plan;
- is not located within the 100-year flood plain;
- is not located within a stormwater project area as identified in the Master Stormwater Management Plan;
- not designated as appropriate for a bicycle or pedestrian infrastructure per the Master Bicycle and Pedestrian Plan.

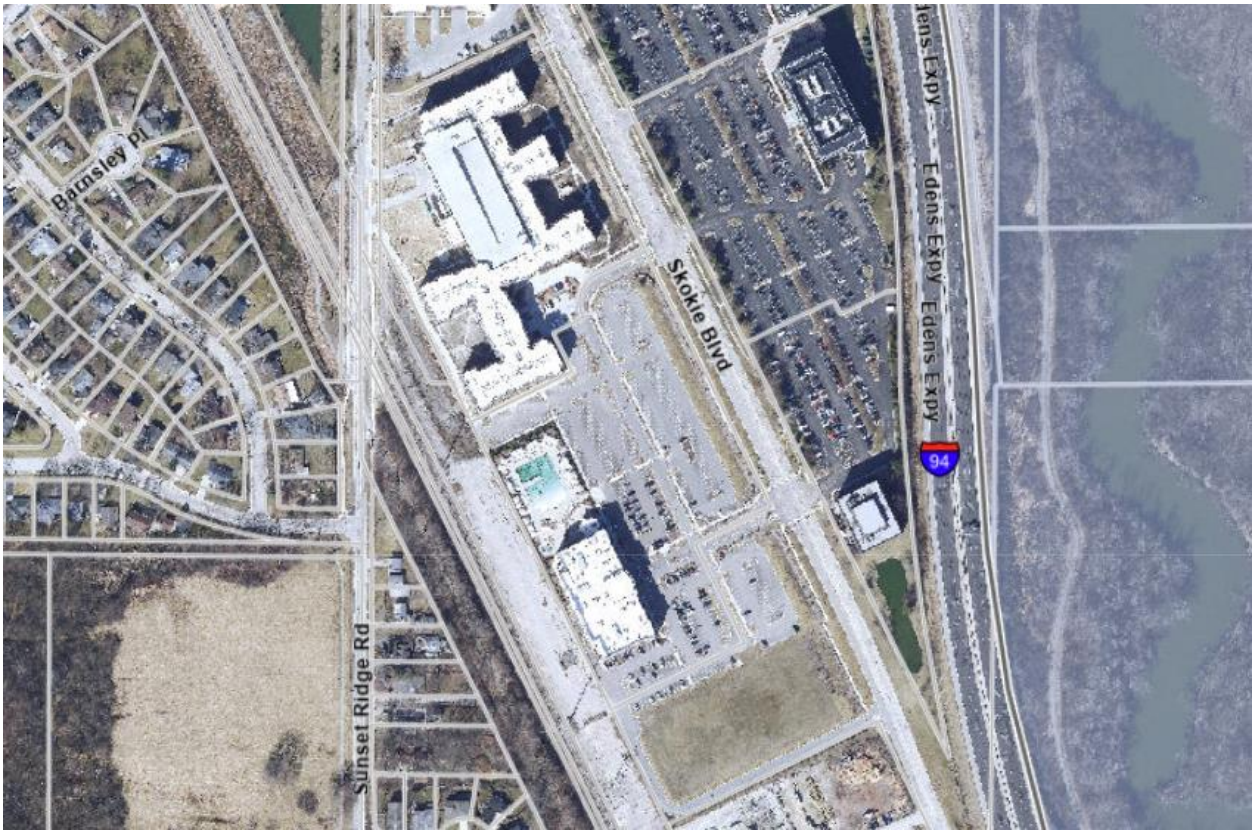

Figure 1: Aerial of the Development Site & Subject Property

BACKGROUND INFORMATION

- In 2016, the Village of Northbrook approved a Development Concept Plan and Tentative Plat of Subdivision, with conceptual approvals of certain special permit uses, variations and waivers

Attachment: 1 - Plan Commission Resolution and Reports (6566 : A Resolution Approving a First Amendment to the Subdivision and

through Resolution No. 2016-R-29. This plan consisted of Lifetime Fitness center and The Elaine multi-family apartment building both of which have been constructed, as well as the Children's Learning Academy with accessory outdoor uses which was never constructed.

- In 2016, the Village of Northbrook approved Ordinance 2016-64 (attached), including a site plan for a child care facility. However, it was repealed in 2017 by the attached Ordinance 2017-17 because the project never proceeded forward.
- As a planned development, bulk regulations, for example, such as the Maximum FAR, Maximum Lot Coverage, and Minimum Yard and Setback Requirements are all taken from the site as a whole. To this end, Ordinance 2016-62 granted final plan approval and regulated the total floor area ratio (FAR) of the entire development (The Elaine, Life Time Fitness and Childcare Facility) to remain under 0.64, and that the gross floor area not exceed 500,000 square feet (SF).
    - Per said Ordinance 2016-62, the Life Time Fitness facility could not be more than 90,000 SF of gross floor area on Lot 2, and The Elaine apartment building (with parking garage) could not be more than 369,800 SF on Lot 1, and lastly the child care facility could not be more than 40,200 SF on Lot 3.
- In 2021, the Village approved Resolution 2021-29 which transferred Lot 2 of the Planned Development from LTF Real Estate Company, Inc. to Spirit Realty, L.P. with a leaseback to Lifetime Fitness. The Owner retained Lot 3 which is now under consideration by the Applicant.
- *Preliminary Review*. On September 13, 2022, the Board of Trustees conducted a preliminary review of a request to amend the previously approved planned development to allow development of a brand new Tesla dealership with an open sales lot. The Board of Trustees unanimously supported the proposed development noting that the Applicant should include charging stations, implementation of action items from the Climate Action Plan (CAP), and accommodate the vehicle delivery trucks on site.

  The proposed development plan filed by the Applicant is consistent with what was presented for preliminary review. The plan includes depiction of semi-trailer delivery of vehicles occurring on site, as well as written responses addressing action items in the CAP.

  Staff Review. Prior to scheduling a public hearing the application underwent the standard review process and was reviewed by the following departments/entities:
    - Development and Planning Services (Planning & Zoning)
    - Engineering
    - Tree Preservation
    - Sustainability Coordinator
    - Fire
    - Police
    - Village Attorney

  Comments from the reviewers are attached for reference and discussed in detail later in this report.

  Compliance with Village Plans. The proposed development will remain in compliance with the Village's Comprehensive Plan which calls for Major Corridor Multi-Use.

PROJECT SUMMARY

- The Applicant proposes to construct 1-story, 47,521 SF Tesla motor vehicle dealership with 373 parking spaces. A proposed schedule of the breakdown of the 373 parking spaces is detailed later in the report.

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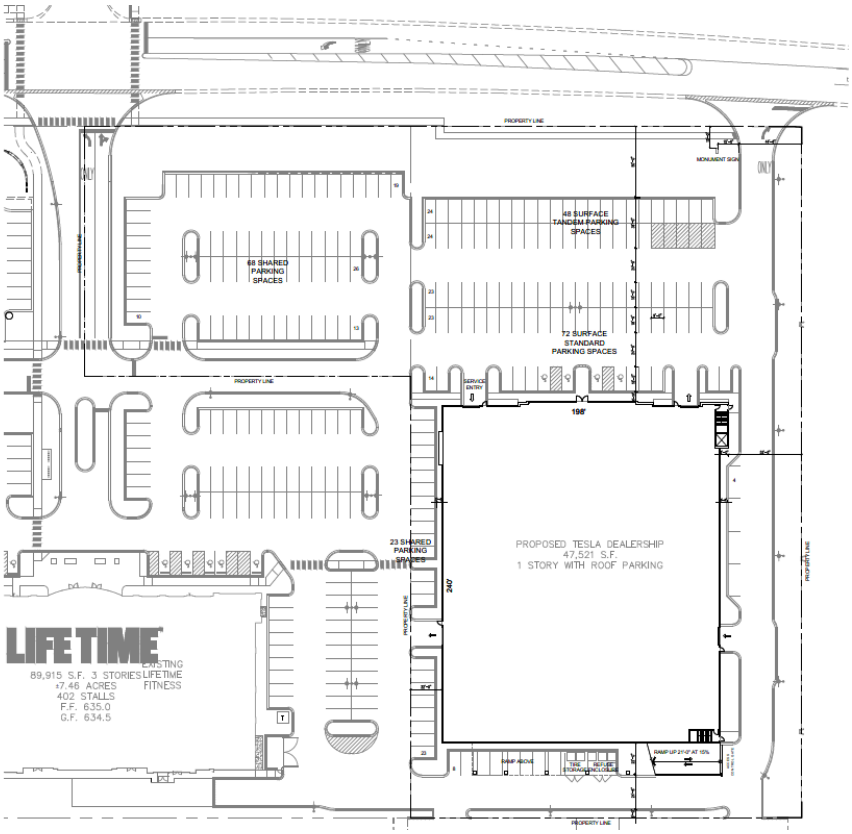

Figure 2: Proposed Site Plan

- The proposed new Tesla building would offer sales, service and a delivery center. Typical demand for service is approximately 45 cars daily. Since the Tesla dealership would be servicing exclusively for Tesla vehicles, hazardous materials found in conventional dealerships for internal combustion engines are stored in minimal quantities.
- The overall height of the proposed new building is approximately 26'-6" tall but with some areas up to 38' tall to accommodate an elevator. Proposed colors and features of the building reflect the Tesla corporate branding elements, including a 38' tall wall sign feature on the east and south elevation. Materials for the building include precast wall panels, aluminum composite metal panels and a large glass front entrance.

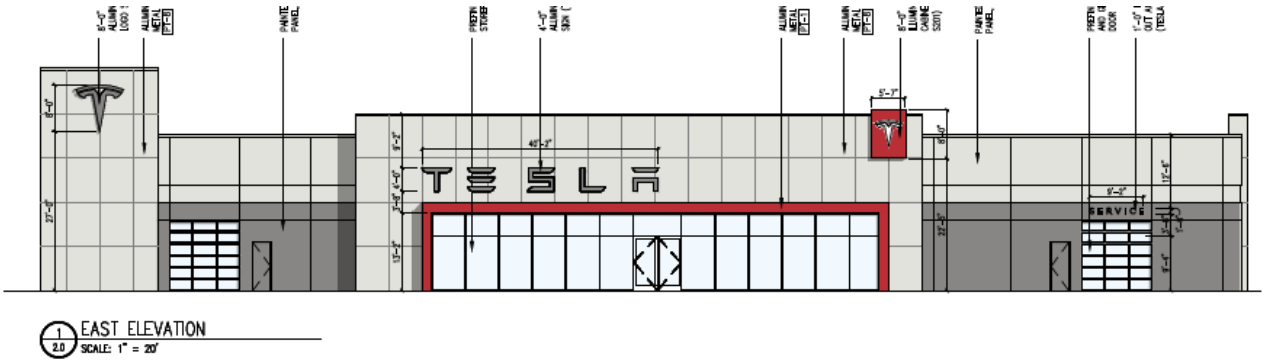

Figure 3: Proposed Front (east) Elevation

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- Proposed hours of customer operation would be Monday through Saturday from 7AM to 8PM, and closed on Sundays. Employee days and hours would be same, however, with the potential for a second shift until 12AM when customer volumes warrant the need.
- Total employee count is expected to be about 15-20. Of this range, approximately 10 to 15 would be technicians/mechanics and approximately 5 to 10 would be sales team members.
- The Applicant is not anticipating any modifications to the existing Subject Property ingress or egress, which are currently located on the south and north end of Lot 3. The ingress/egress at the north end of Lot 3 currently serves as the main entrance to the Life Time Fitness facility on Lot 2.
- The Applicant has included turning radius plans for truck delivery locations, both in the exclusive parking lots of Lot 3. One illustrates delivery for the parking lot in front of the proposed new building, and the second on the side of the building.
- The Applicant is proposing to maintain the originally engineered stormwater plan with minor modifications as permitted by appropriate agencies.

ZONING RELIEF

As mentioned at the beginning of the report the proposed development requires Zoning Code text amendments, an amendment to the previously approved planned development documents, special permits and site plan approval, variations, waivers, and exceptions for the motor vehicle dealer with open sales lot.

Zoning Code Text Amendments

The Applicant is requesting to amend the Zoning Code to allow tandem parking spaces by exception. The Applicant is proposing to stripe the parking lot on the Subject Property with the inclusion of 48 tandem parking spaces (outlined in red below). Currently, the Zoning Code does not allow tandem parking spaces to count towards required parking spaces since all required parking stalls must be accessible by a code compliant access aisle (a 24' wide drive aisle for 90 degree parking stalls). Of the 48 tandem spaces, only 24 of the spaces directly access a code compliant access aisle. The Applicant has specified that the tandem spaces would be used for display of vehicles for sale.

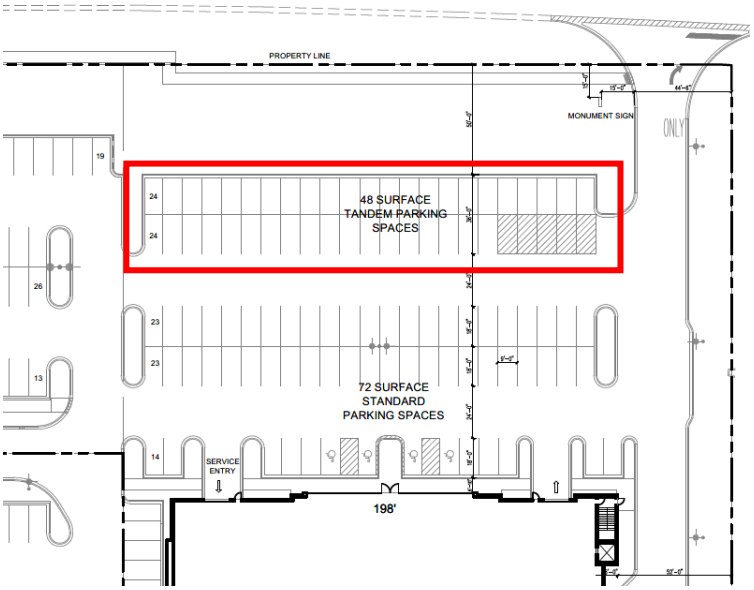

Figure 4: Location of Proposed Surface Tandem Parking Stalls

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If the Plan Commission does not find it appropriate to amend the Zoning Code to allow tandem parking spaces, the Subject Property would still be compliant with the required number of parking stalls with the inclusion of parking on the roof of the structure. It should be noted that this is not the first time a motor vehicle dealership with opens sales lot has requested relief to allow tandem parking spaces for display vehicles. The Applicant is also proposing tandem parking stalls on the roof of the building for vehicle storage, noting that roof top access is limited to employees only.

The Plan Commission will want to consider if the amendment to allow tandem spaces by exception is something that would be appropriate for all uses in all zoning districts, or if it is an appropriate amendment solely for automotive sales lots with outdoor storage and/or automotive repair facilities with outdoor storage. Given that required parking spaces for such uses includes spaces for vehicles to be serviced or stored on site, the use of tandem spaces by employees of such businesses may be appropriate.

Special Use Permits and Amendments to Previously Approved Documents

The original planned development for the Development and Subject Property was approved by a series of resolutions and ordinances, of which the following require amendments:

- Resolution 2016-R-129 and ultimately 2016-R-162, which repealed 2016-R-129, approving the Redevelopment Agreement
- Ordinance 2016-13 Granting the Special Permit for the Planned Development; and
- Ordinance 2016-62 Granting Final Plan Approval

The original approval documents approved three structures which included the luxury apartment building, Lifetime Fitness gym, and the children's learning academy. The details for each phase were to be approved by a special permit ordinance for that particular use, and as such, the approval document for the daycare was repealed when the development stated it would not proceed. The documents will all need to be amended if the proposed Tesla dealership is approved to remove reference to the daycare facility to be replaced with the Tesla dealership, as well as to include the revised site plan, and accommodate the proposed increase in FAR from the previously approved plan.

In addition to the above listed items, a Restrictive Covenant for Landbanked Parking also requires an amendment as the Applicant is intending to construct some of the landbanked parking on the Subject Property. The originally approved documents contemplated 70 landbanked parking spaces to be located in the Development, with 20 spaces located on the Subject Property. With the construction of the proposed Tesla dealership, the Applicant is proposing to construct 20 of the originally landbanked parking spaces. This would leave 50 spaces on the Development site for consideration of installation in the future if need be. The Restrictive Covenant would need to be amended to reflect the proposed change if the dealership application is approved. The landbanked parking proposed to be installed is outlined in red below.

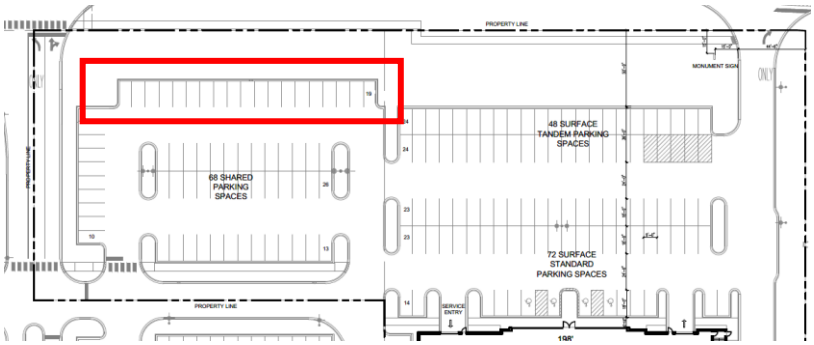

Figure 5: Landbanked Parking to be Constructed

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In addition to amending the previously approved documents, the Applicant requires specific special permit approval to allow the motor vehicle dealer with an open sales lot facility and accessory signage on the Subject Property. Below are the following specific special permit requests:

- *Floor Area Ratio (FAR)*. The Applicant is requesting an amendment to the previously approved documents to allow for an increase in the approved FAR from 0.64 to 0.65 to accommodate the proposed Tesla building which is slightly larger than the previously approved learning academy. It should be noted that the original public notice for the request had stated that the Applicant was requesting a change to allow an increase in FAR from 0.66 to 0.67; however, the final approved plan was for an FAR of 0.64, which results in the proposed increase to only be from 0.64 to 0.65. Originally the Subject Property was approved with a 40,200 square foot building contemplated, and the Applicant is now requesting an approximately 48,000 square foot building. The Applicant has included a statement of justification for this request noting that the building is in keeping with the intent of the Comprehensive Plan for the Subject Property and design in a manner that the scale is appropriate for the location in the Development and surrounding vicinity.

- *Motor Vehicle Dealer with Open Sales Lot*. The proposed Tesla dealership contains an open sales lot, meaning that vehicles for sale will be displayed outdoors. This is a common practice for dealerships, and can be seen at other dealerships along Skokie Boulevard. The request for this type of use requires a special permit so that the use can be assessed in more detail through a public hearing process. In this instance the Applicant is proposing cars for sale to be displayed on the east side of the Subject Property utilizing a tandem parking format should the Plan Commission approve the above requested Zoning Code text amendment. The Applicant is also proposing to store cars for sale and service on the roof of the structure; however, a parapet design is included that would screen the cars' visibility upon the roof. Some of the cars being stored on the roof of the structure will also utilize a tandem parking method.

- *Wall Signs*. The proposed building design includes installation of five wall signs which exceed the district height limitation of 20' in height. One of the proposed wall signs is also in excess of the allowed 100 square feet in area; however, through the approval of a special permit a larger sign can be requested. The Applicant has included a statement of justification in their submitted material that indicates the signage design is consistent with the corporate branding and appearance of the corporation, as well as to provide adequate visibility to the cars passing on the Edens Expressway to the east.

  Of the five wall signs that exceed the 20' height limit, the highest is located on the tallest portion of the structure consisting of just the Tesla logo with overall height measured from grade to be 35' from grade facing east.

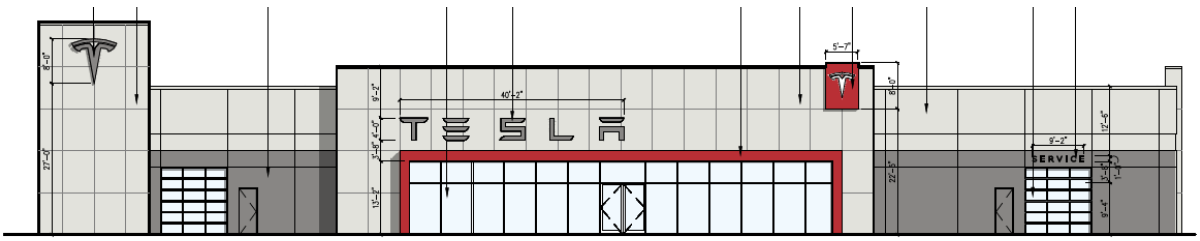

Figure 6: Location of Signage East Elevation

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The next highest sign is on the same tall building element also consisting of the business name "Tesla" as visible from the south with a total height of 35'-4".

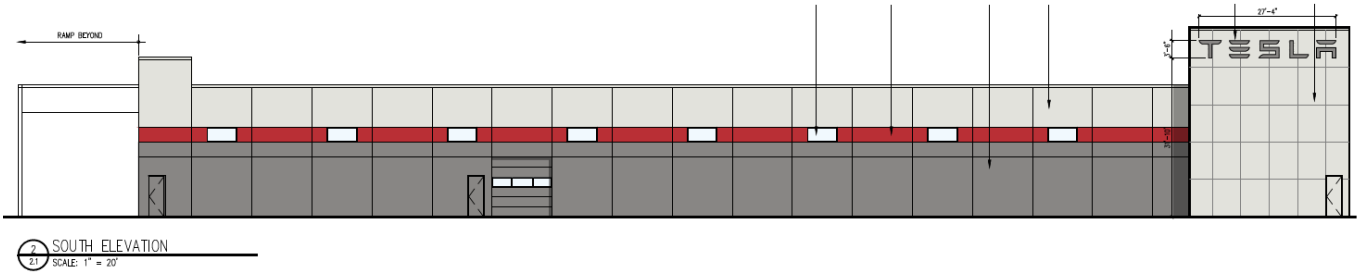

Figure 7: Proposed Signage South Elevation

The third highest sign is on the north elevation consisting of the business name with an overall height of 30' from grade.

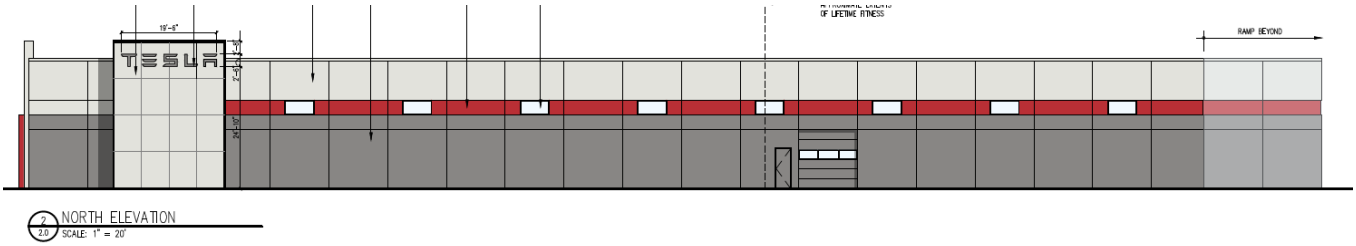

Figure 8: Proposed Signage North Elevation

The fourth and fifth signs requiring special permit for height consist of red business logo on the east façade with an overall height of 30'-5" and the business name "Tesla" on the east façade with an overall height of 20'-10". It is this final sign on the east façade consisting of the business sign that also requires a special permit for a wall sign in excess of 100 square feet with a total sign area consisting of approximately 157.83 square feet.

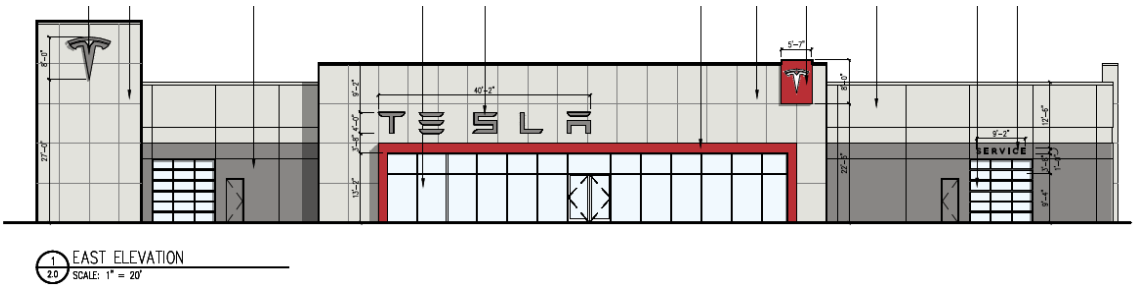

Figure 9: Proposed Signage East Elevation

The Plan Commission, in reviewing any special permit applications, must consider the general standards for Special Permits established in Paragraph 11-602 E1 of the Zoning Code. These standards include:

1) The use is to be in compliance with the Zoning Code and Official Comprehensive Plan;

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2) There will be no undue adverse impact upon adjacent properties;
3) The use will not interfere with the orderly development of adjacent properties;
4) There are adequate public facilities to serve the development;
5) The use will not cause undue traffic congestion;
6) The development will not cause the loss of significant environmental features;
7) The use complies with other applicable Village standards.

Several of the above criteria are of particular importance in considering whether or not a special permit should be granted for the proposed uses listed above; specifically standards 2, 3, & 5. The Applicant's response to these standards is included in your packet.

Variations, Wiavers, Exceptions, and Site Plan Approval

The proposed site plan includes installation of parking stalls on the west side of the Tesla building with a 24' wide code compliant drive aisle which results in a reduction of the required rear yard from 30' to 5' to accommodate the drive aisle.

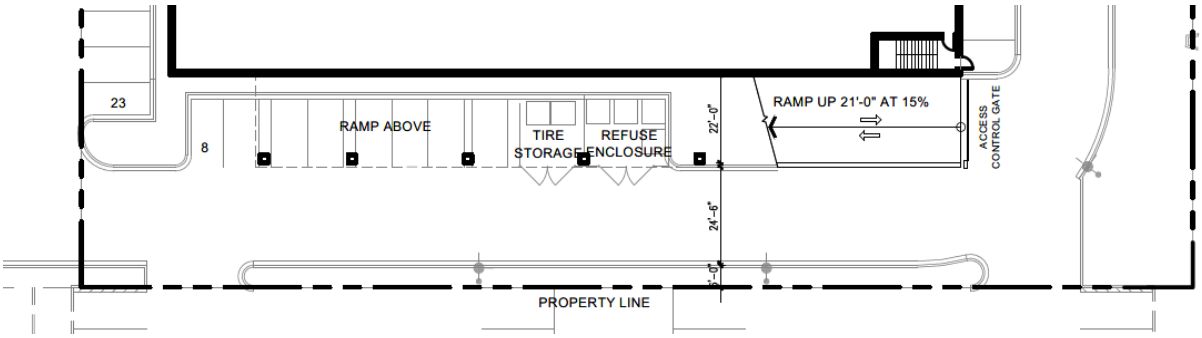

Figure 10: Location of Request for Rear Yard Variation

The Applicant is also requesting a variation to reduce the required number of loading spaces from 1 to 0. This is a common request the Village receives based upon the location and screening requirements for loading spaces. The Applicant is proposing a designated plan for loading areas on the Subject Property which can accommodate the car carriers that will deliver vehicles to and from the site. Included in the material submitted by the Applicant is an exhibit depicting the turning maneuver for the trucks entering and exiting the Subject Property.

The Applicant is also requesting a waiver of the Zoning Code requirement which limits parking garage ramps to not exceed an 8% slope. The Applicant is proposing a 15% slope for the ramp that accesses the roof top parking which will only be utilized by employees. A steeper ramp slope allows for more usable space beneath the ramp, in this instance the site plan accounts for refuse enclosure and parking stalls.

The proposed site plan also is requesting a waiver of the foundation landscape requirement. The Zoning Code requires 50% of the building foundation to be landscaped. Originally, the previously approved children's learning center received a waiver for this request. With the proposed Tesla dealership, the Applicant is proposing just under 50% of the foundation landscaping requirements. Often times with mechanic repair facilities or motor vehicle dealerships this requirement is difficult to meet since there are so many garage doors and access into a structure, in addition to the standard storefront access space for customers.

As part of a request for concept planned development approval, an Applicant can also request exceptions from the Zoning Code for items excluding increase in height, FAR, or to allow uses that

Attachment: 1 - Plan Commission Resolution and Reports (6566 : A Resolution Approving a First Amendment to the Subdivision and

wouldn't otherwise be permitted. As noted earlier in the staff report, the Applicant is requesting a Zoning Code text amendment to allow tandem parking stalls by exception. If that amendments is deemed appropriate, then the Applicant will require the subsequent exception. The second exception being sought by the Applicant is to reduce the parking stall dimensions from 9' by 20' for customers to 9' by 18', a request that is similar to the originally approved Development site plan for the fitness facility and apartment building. The Applicant is also requesting to reduce the required stall dimensions from 9' by 20' to 8'-6" by 18' for the parking stalls specifically being utilized as car storage spaces.

Finally, when reviewing the proposed amendments to the planned development it is important to consider if the revised overall site design is adequate. The proposed structure fits within the same location as the originally approved structure, with an ability to include additional parking stalls to display the vehicles for sale. The Applicant was intentional with the site design layout to use the originally constructed access drives, shared parking plan, and detention facilities. The proposed use requires 178 parking spaces and when totaling all parking stalls on the Subject Property, including spaces used for storage, the Applicant is providing 373 parking stalls.

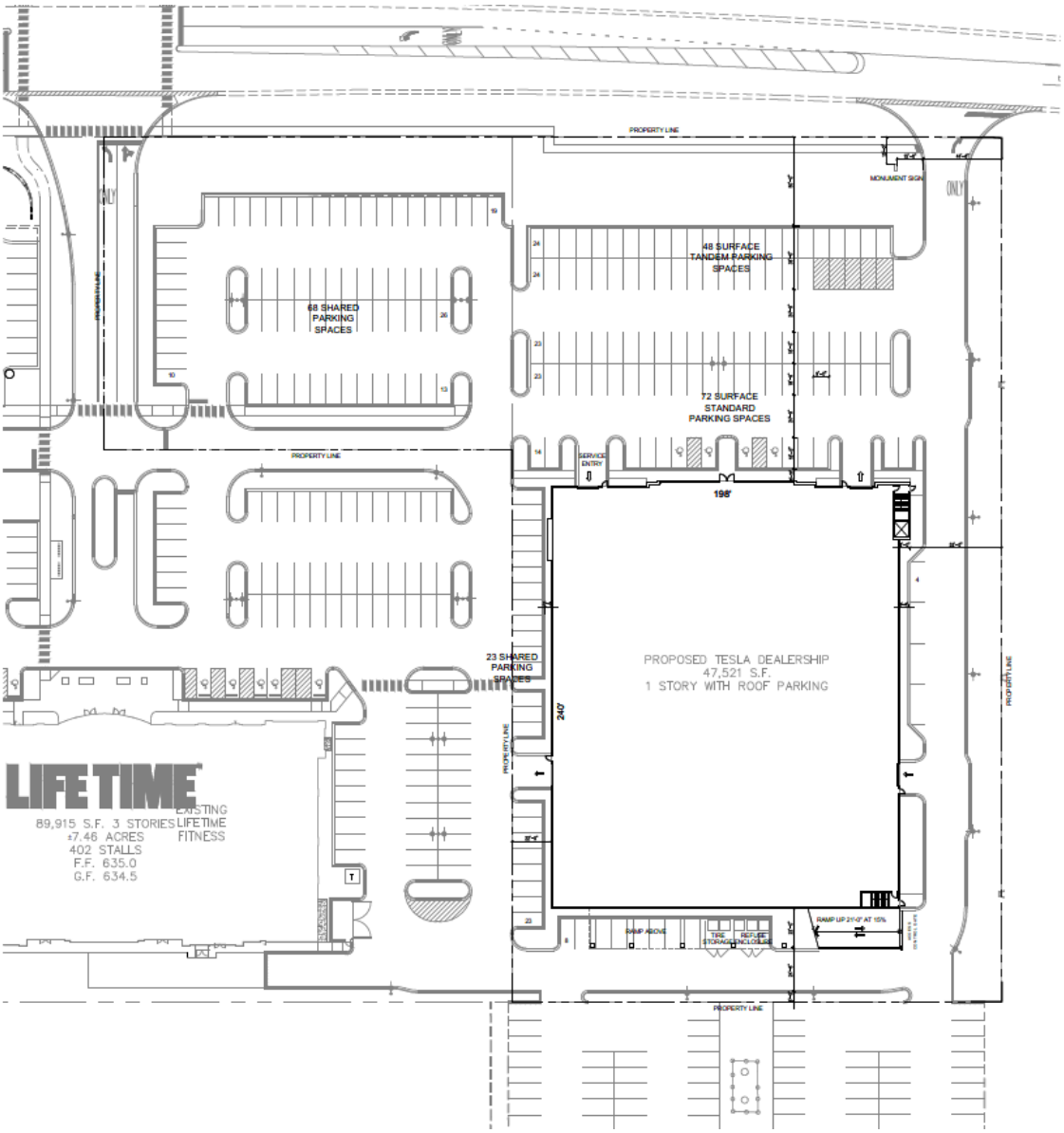

Figure 11: Proposed Parking Plan

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The Applicant is showing a connection to the ComEd right of way to the west of the Subject Property where there is consideration for additional parking if needed. The Subject Property itself complies with the Village parking requirements for the use, but if the Applicant wants additional parking spaces they can try to work out an agreement with ComEd similar to other properties that have already done so in the past along Skokie Boulevard. It should also be noted that there are no tree removals proposed on the ComEd property as part of this proposed site plan.

SUSTAINABILITY

Following the adoption of the Climate Action Plan (CAP), it is important to reference action items found in the CAP as they relate to development proposals. The Village's Sustainability Coordinator has drafted a Sustainability Addendum attached to this report, which goes into further detail on CAP items that are relevant to the Subject Property and the proposed plan.

STAFF REVIEW

The material provided for review by the Plan Commission has also undergone staff review by the various Village departments and Village Attorney. The most recent review comments, along with the Applicants response are attached for review. All Village department concerns pertaining to the proposed plan have been addressed with future comments to be addressed during the next step in the process which is building permit review that requires more detailed drawings.

SUMMARY

As the Plan Commission considers this request, the Commission will want to keep the following questions in mind:

1) Is an amendment to the planned development to allow a new motor vehicle sales facility with an open sales lot on the Subject Property appropriate?
    a. If so, is it also appropriate to amend the landbanked parking restrictive covenant to account for the Applicant building some of the originally landbanked parking stalls?
    b. Is it appropriate to grant approval of an amendment to the original Development to allow for an increase in FAR from 0.64 to 0.65?

2) Is it appropriate to amend the Zoning Code to allow tandem parking spaces for Motor Vehicle Dealers by exception?
    a. If so, is it appropriate to grant an exception for the Subject Property?

3) Is it appropriate to allow a special permit for a motor vehicle sales facility with an open sales lot on the Subject Property?

4) Is the proposed wall signage adequate and appropriate to receive special permit approval for the wall signs which exceed 20' in height, and the one sign which exceeds 100 square feet in area?

5) Is it appropriate to grant a variation to reduce the required rear yard from 30' to 5', and to reduce the required number of loading spaces from 1 to 0?

6) Is it appropriate to grant a waiver to allow for a parking garage ramp to have a 15% slope?

7) Is it appropriate to grant a waiver of the foundation landscape requirement?

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8) Is it appropriate to grant an exception to reduce the parking stall dimensions for customers to align with the stall sizes in the originally approved plan, as well as to reduce the stall sizes for spaces to be used for vehicle display/storage?

9) Is the site design adequate in providing access and circulation through and around the development?

Given the timing of the public hearing schedule as it relates to the current schedule for future Board of Trustees meeting deadlines, and the fact that there is only one Board of Trustees meeting in March, staff has included a draft resolution with the staff report for consideration. The conditions noted in the staff report are similar to typical conditions placed on a request of this nature. Should the Plan Commission find the proposed development appropriate, it can make a formal recommendation with the draft resolution recommending approval included in the packet material. The resolution conditions can be modified during the meeting if the Plan Commission finds it appropriate. If the attached draft resolution is adopted, it would be Plan Commission Resolution No. 23-PC-03.

The Applicant and staff will attend the February 21, 2023 Plan Commission meeting to answer any questions.

Attachment: 1 - Plan Commission Resolution and Reports (6566 : A Resolution Approving a First Amendment to the Subdivision and

MEMORANDUM
VILLAGE OF NORTHBROOK
DEVELOPMENT AND PLANNING SERVICES DEPARTMENT

TO: PLAN COMMISSION

FROM: TESSA MURRAY, SUSTAINABILITY COORDINATOR

DATE: FEBRUARY 21, 2023

SUBJECT: PCD-23-01: 1000 SKOKIE BLVD. – TESLA – SUSTAINABILITY ADDENDUM

Northbrook's Climate Action Plan (CAP) calls to foster sustainability and reduce 80% of community-wide carbon emissions by 2050 through strategic planning and action item implementation. With CAP adoption, development proposals are reviewed with respect to best environmental practices.

Below are Climate Action Plan items generated from the review of the Applicant's proposed project. Of the CAP items provided to the Applicant after the review of their submittals, all were addressed in their subsequent submittals to the extent detailed below. *Items noted in italics are referencing what the Applicant has stated that they intend to include in the development.*

1) TRANSPORTATION AND LAND USE

- **1A:** Work with the Village to address barriers, educate, and encourage electric vehicles towards the CAP goal of increased adoption in Northbrook. Help to disseminate information on federal, state, and utility incentives available. Confirm whether 8 EV charging ports proposed in Roof Parking are available for public use.

  Applicant response to this item states EV charging stations are not for public use but rather are for Tesla staff to utilize for inventory and service vehicles. Tesla wants to use this facility specifically for Sales, Service and Delivery and therefore does not want to promote customer dwell time, hence no public chargers will be provided.

  Applicant commits to working with the Village of Northbrook to explore community outreach initiatives that would advance education and improvements related to electric vehicles.

2) BUILDINGS AND ENERGY

- **2A:** Allow safe passage of birds through intentional site design. Exterior lighting should have Dark Sky compliance with features such as down shielding or hooded lanterns, motion sensing or dimming features, and warm white LEDs with CCT at 3000 K or lower. Consider window glass that minimizes bird disorientation.

  Applicant states building will utilize glass or glass patterning that deters bird strikes and an intention to install LED site lighting with shielding to meet the Village's site lighting ordinance.

Attachment: 1 - Plan Commission Resolution and Reports (6566 : A Resolution Approving a First Amendment to the Subdivision and

However, because lighting is to match existing site fixtures within the Planned Development (LifeTime Fitness), color temperatures of 3000 K or lower may not be included.

- **2B:** Confirm if solar panel and energy storage systems are to be featured in the business showroom and if so, work with the Village towards CAP goals of increased renewable energy generation and resilience in Northbrook. Collaborate with community groups to disseminate information on federal, state, and utility incentives available.

  Applicant states their lease contemplates utilizing this location for energy products, but it is currently unclear how much of the showroom will be dedicated to these products.

- **2C:** Consider inclusion of renewable energy installation to offset all or a percentage of building carbon footprint. Work with C-PACE, the Illinois Power Agency Adjustable Block Program, or similar for incentives.

  Applicant states the proposed development timeline and budget do not align with an onsite renewable energy installation.

- **2D:** Strive for zero on-site fossil fuel combustion using electric HVAC and water heating such as heatpumps.

  Applicant states intention to exclude fossil fuel combustion from the development assuming there is readily available ComEd capacity, and the equipment is not subject to ongoing supply chain issues.

- **2E:** Work with ComEd Energy Efficiency or similar programs for incentives to advance items such as high efficiency HVAC, building envelope, Energy Star appliances, and insulating windows with U-factors at .30 or lower. Strive for 100% LED interior and exterior lighting.

  Applicant plans to explore energy efficiency options through the ComEd Energy Efficiency program which will guide design choices related to the building envelopment and mechanical systems. The applicant will strive for 100% LED interior and exterior lighting.

- **2F:** Prioritize sustainable materials throughout development, considering pavements, structural components, utility services, appliances, and finishes. This includes maximizing recycled content, domestic production, and lower embodied carbon costs of materials. When possible, commit to warm mix asphalt and low or zero-VOC paints.

  Applicant states intention to prioritize sustainable and domestic materials. Zero-VOC paints will be utilized. Warm mix asphalt will be utilized assuming it is seasonally available.

3) WATER AND WASTEWATER

- **3A:** Control runoff with combination overland flow, detention, and infiltration strategies. For the proposed quarter acre of permeable pavers in parking lot, signage should be considered to educate and promote benefits of such green infrastructure features.

Attachment: 1 - Plan Commission Resolution and Reports (6566 : A Resolution Approving a First Amendment to the Subdivision and

Applicant states the majority of the subject site's storm water management was installed previously as part of the larger LifeTime Fitness development: existing bioswales, underground storage, flow control, and water quality management systems are already in place.

For the permeable pavers proposed in a portion of the parking lot, a sign denoting the bioswale and permeable pavers will be installed by the Applicant.

- **3B:** Utilize WaterSense and low-flow water fixtures where applicable.

  Applicant plans to use WaterSense and/or low-flow fixtures where applicable.

- **3C:** If irrigation installation is included in landscaping design, utilize moisture-sensing technology for water conservation.

  Applicant states intention to utilize an irrigation controller that tracks precipitation and weather conditions to avoid overwatering and excessive runoff.

4) GREENSPACE AND ECOSYSTEM

- **4A:** Prioritize native and climate-hardy trees, shrubs, and perennials: strive for at least 70% native plant species included in landscape plans. For natural stormwater absorption, prioritize native plant groundcovers as an alternative to turfgrass.

  Applicant states intention to prioritize the selection of native plants and climate-hardy trees, shrubs, and perennials for all new plantings. Applicant plans to enter a landscape management service contract that aligns with the stated goals above.

Attachment: 1 - Plan Commission Resolution and Reports (6566 : A Resolution Approving a First Amendment to the Subdivision and

Village of Northbrook

Board of Trustees

REGULAR MEETING AGENDA

SANDRA "SANDY" FRUM BOARD ROOM
NORTHBROOK VILLAGE HALL, 1225 CEDAR LANE
TUESDAY, SEPTEMBER 13, 2022

1. ROLL CALL

Attendee Name	Title	Status	Arrived
Kathryn Ciesla	Village President	Present	
Bob Israel	Trustee	Present	
Muriel Collison	Trustee	Present	
Heather Ross	Trustee	Present	
Johannah Hebl	Trustee	Present	
Dan Pepoon	Trustee	Present	
Joy Ebhomielen	Trustee	Present	

COMMITTEE REPORTS

9. ADMINISTRATION AND FINANCE

10. PLANNING AND ECONOMIC DEVELOPMENT

A. PRELIMINARY REVIEW - ZONING & DEVELOPMENT APPLICATIONS

1. Preliminary Review for a new Motor Vehicle Dealership with Open Sales Lot at 1000 Skokie Blvd.

Deputy Director of Development and Planning Services Chan Yu discussed an application submitted by 1000 Skokie SSD, LLC, for the property located at 1000 Skokie Blvd. The Planned Development is 18.06 acres (contains 3-lots), and the applicant is proposing to construct 190 standard parking spaces, with 68 stalls on the ComEd easement off-site, in lot 3 (zoned O-4 Boulevard Office District). The Comprehensive Plan designates lot 3 as appropriate for Major Corridor Multi-Use. He provided a brief overview of the site plan details. The development project consists of a 1-story Tesla motor vehicle dealership with 444-parking spaces (parking shared throughout lots 2, 3 and ComEd easement off-site).

Attachment: 2 - Board Prelim Minutes 9-13-22 (6566 : A Resolution Approving a First Amendment to the Subdivision and Development

The stormwater system will remain underground, and the developer plans on incorporating the two existing curb cuts. He shared background information on previously reviewed applications and summarized the operation hours/building elevations. He noted the requested relief/primary issues the Village Board should consider.

Trustee Collison stated she supports the proposed development project; however, she expressed concern regarding vehicle loading. She requested the applicant include the following: charging stations, and incorporate CAP (Climate Action Plan) items. She noted the corporate design will not need to go through ACC (Architectural Control Commission) review.

Trustee Israel concurs with Trustee Collison, and supports the proposed development project and tandem parking spaces. He noted the Village requires 24-foot aisles (applicant requesting 22-foot aisles), and the CAP plan supports environmentally friendly cars.

Trustee Ross concurs with her fellow Trustees. She supports tandem parking, and noted the corporate design will not need to go through ACC (Architectural Control Commission) review. She requested the applicant submit a landscape plan with native plants.

Trustee Hebl concurs with her fellow Trustees, and supports the proposed development project. She expressed concern regarding the visibility of Tesla off the Eden Express Way.

Trustee Pepoon supports the proposed development, open vehicle sales lot, proposed signage, and tandem parking spaces. He requested the Plan Commission review the application. Furthermore, he requested the ACC (Architectural Control Commission) not delay the application.

Trustee Ebhomielen supports the proposed development and installation of charging stations.

President Ciesla stated she supports the proposed development project. The Village met with the Tesla team to discuss installing public charging stations around the community. The applicant will be designing a state-of-the-art facility in Northbrook. The Village encourages the applicant to move forward with a formal application.

Attachment: 2 - Board Prelim Minutes 9-13-22 (6566 : A Resolution Approving a First Amendment to the Subdivision and Development

DOCKET REVIEW CHECKLIST – REVIEW #1
VILLAGE OF NORTHBROOK – DEVELOPMENT & PLANNING DEPT.
DOCKET NO.: PCD-23-01, 1200 Skokie Blvd, Tesla DATE OF REVIEW: 1/10/23
(Amend Previous PUD and SUP Approval for Automotive Sales with Outdoor Parking and SUP for Signs)
STAFF REVIEWER: Kohlstedt ESCROW ACCOUNT: BPZ-23-01

ZONING CODE COMPLIANCE

(A/B) MEETS PURPOSE AND ALLOWED USES OF O-4 ZONING DISTRICT

A/B1 Approved subject to the Board approving the following necessary zoning and subdivision relief. The below identified items, are the relief requested by the Applicant and identified by staff to date; there may be additional items following the review of more detailed revised plans. Also, there are blanks as there was insufficient information for some of the items:

a) Amendments to Previously Approved Planned Development Documents; inclusive of request to increase FAR from 0.66 to 0.67
b) Zoning Code Text Amendment to Allow Tandem Parking Stalls for Motor Vehicle Dealers with Open Sales Lots by Exception in Section 11-505 E of the Northbrook Zoning Code
c) Special Permit for Automotive Sales with Open Sales Lot
d) Special Permit for Wall Sign Above 20' in Height
e) Special Permit for Wall Signage in Excess of 100 square feet
f) Rear yard variation to reduce from 30' to 5' to accommodate proposed parking
g) Variation to reduce the required number of loading spaces from 1 to 0;
h) Waiver of the Zoning Code Requirement for parking garage ramps to not exceed 8% slope to allow a 15% slope;
i) Waiver of the Foundation Landscape Distance requirement to less than 50%;
j) Exception to allow tandem parking
k) Site Plan Approval

(C) BULK, SPACE, YARD REQUIREMENTS

C1 Maximum Height –Approved
a)
C2 Minimum Lot Area and Dimensions –Approved
a)
C3 Minimum Yards & Setbacks – Not Approved
a) Requires a Rear Yard Variation to reduce from 30' to 5' for the rear parking drive aisle and spaces
C4 Maximum Floor Area Ratio – Requires Relief
a) Applicant is requesting to amend previously approved documents to increase the FAR from 0.66 to 0.67 to accommodate the proposed dealership structure
C5 Maximum Lot Coverage – Not Applicable

C6 Maximum Building Coverage - **– Not Applicable**

Attachment: 3 - Staff Review Comments (6566 : A Resolution Approving a First Amendment to the Subdivision and Development Agreement for

DOCKET REVIEW CHECKLIST – REVIEW #1
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(Amend Previous PUD and SUP Approval for Automotive Sales with Outdoor Parking and SUP for Signs)
STAFF REVIEWER: Kohlstedt ESCROW ACCOUNT: BPZ-23-01

(F) OFF-STREET PARKING

F1 Location –Approved

F2 Design & Maintenance –Requires Relief
a) Applicant is requesting a waiver to allow a parking garage ramp slope in excess of 8% with a proposed 15% ramp slope.
b) Amend 11-505 E. to allow tandem parking by exception

F3 Landbanking of Required Parking Spaces – Requires Relief
a) Applicant is installing some of the landbanked parking spaces. Note that additional designated landbanked spaces within the PD are not being paved.

F4 Required Spaces by Land Use –Approved

F5 Required Handicapped Spaces –Not Approved
a) 4 ADA spaces are provided; however based upon construction of 373 parking stalls, 8 ADA spaces are required. Provide the additional ADA spaces. Fewer ADA spaces may be required if a floor plan or written response states how many service bays the building will have.

(G) OFF- STREET LOADING (ARTICLE IX, PART I-B, SECTION 9-105)

G1. Location – Requires Relief
a) Applicant is proposing a designated loading area and loading plan for car deliveries; however, the design does not meet the requirements of the required loading space.

G2. Screening – Requires Relief
a) Variation required

G3. Design & Dimensions –Not Approved
a) Variation required

(H) SIGNS (ARTICLE IX, I-C)

H1. Colors –Approved
H2. Functional Types –Approved
H3. Structural Types –Approved
H4. Number of Signs Per Lot –Approved
H5. Maximum Total Sign Area Per Lot –Approved
H6. Maximum Sign Area Per Sign – Requires Relief
a) Special permit required for wall sign in excess of 100 square feet
H7. Sign Height – Requires Relief
a) Special permit required for all wall signs in excess of 20’ in height
H8. Setback –Approved

Attachment: 3 - Staff Review Comments (6566 : A Resolution Approving a First Amendment to the Subdivision and Development Agreement for

DOCKET REVIEW CHECKLIST – REVIEW #1
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STAFF REVIEWER: Kohlstedt ESCROW ACCOUNT: BPZ-23-01

H9. Illumination –Approved

9-101. D. 16) Exterior Lighting. Any permitted accessory lighting fixtures shall be so designed, arranged and operated as to prevent direct rays of light from being cast onto any adjacent property or street and so as not to produce excessive sky-reflected glare. Except for street lights, no exterior light in or adjacent to any residential district shall be so designed, arranged or operated to produce an intensity of light exceeding one-half foot candle at any residential lot line.

(I) BUFFERS AND LANDSCAPING REQUIREMENTS (ARTICLE IX, I-D)

I1. **Foundation Landscaping – Requires Relief**
   a) Waiver of the Foundation Landscaping Requirement to reduce the distance to less than 50%
I2. **Parking Lots & Garages — Approved with Conditions**
   a) How tall is the parapet wall around the roof top parking? It must be a minimum of 5' tall.
I3. **Loading Spaces – Requires Relief**
   a) Variation being requested
I4. **Perimeter Landscaped Open Space –Approved**
I5. **Special Protective Requirements for Non-Dwelling Uses Abutting Residential Use – Not Applicable**
I6. **Rooftop Mechanical Equipment –Not Approved**
   a) Will there be roof top mechanical? If so, state how it will be screened.
I7. **Residential Recreational Facilities – Not Applicable**
I8. **Refuse Containers, Outdoor Storage –Approved**
I9. **Screening and Landscaping within Sight Triangles – Not Applicable**
I10. **Fences & Walls – Not Applicable**

SUBDIVISION & DEVELOPMENT CODE COMPLIANCE

(A) General Standards

A1. Implementation of Official Comprehensive Plan –Approved
A2. Lot Standards– Not Applicable
A3. Block Standards– Not Applicable
A4. Easement Standards– Not Applicable
A5. Public Land Dedication/Contribution Standards– Not Applicable

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(E) Common Facilities

Attachment: 3 - Staff Review Comments (6566 : A Resolution Approving a First Amendment to the Subdivision and Development Agreement for

DOCKET REVIEW CHECKLIST – REVIEW #1
VILLAGE OF NORTHBROOK – DEVELOPMENT & PLANNING DEPT.
DOCKET NO.: PCD-23-01, 1200 Skokie Blvd, Tesla DATE OF REVIEW: 1/10/23
(Amend Previous PUD and SUP Approval for Automotive Sales with Outdoor Parking and SUP for Signs)
STAFF REVIEWER: Kohlstedt ESCROW ACCOUNT: BPZ-23-01

E1. **Subdivision & Development Entrance Signs– Not Applicable**
E2. Common Landscape Areas– Not Applicable
E3. Common Fencing & Screening– Not Applicable
E4. Common Recreational Facilities– Not Applicable
E5. Standards for Establishment of Associations–Not Approved
a) We need letters from all parties of the Redevelopment Agreement in place for this development before the application could be considered for final action. The application materials submitted included signatures from Lifetime Fitness, but we need letters consenting to the project from Finger Company and Spirit.

PREVIOUS APPROVALS

A. Restrictive Covenants– Not Applicable – Approved – Not Approved
1) As Tesla may require less parking than the childcare facility, staff should determine if the Landbanking Covenant is still necessary. If it is, the Landbanking Covenant will need to be Amended to transfer to Tesla and update the parking calculations. The Landbanking Covenant was Amended pursuant to Resolution 2021-25 when Spirit Realty acquired Lot 2. (Note: This would be the Second Amended and Restated Landbanking Restrictive Covenant.)

B. Special Permits— Approved with Conditions
1. **Ordinance 2016-13** – Ordinance 2016-13 granted the Special Permits for the Mixed Use Planned Development. This Ordinance will need to be amended to allow the use of the Property for the car dealership.
2. **Ordinance 2016-62** - Ordinance 2016-62 granted Final Plan Approval for the Planned Development. This Ordinance will need to be amended to allow for an amendment to the Final Plan. Further, all the obligations under this ordinance should be transferred to Tesla. Tesla should be required to execute an Unconditional Agreement and Consent. (Note: This was done for Spirit Realty in Resolution 2021-25 but no amendment was needed to the PUD as the use did not change).

C. Plat/Subdivision Agreements–Approved with Conditions
1. Section 4 of the RDA states that the Property can only be developed and used as a Fitness Facility, Residential Facility and Childcare Facility. The RDA will need to be amended to allow the use of the Property for the car dealership. Further, the RDA contains provisions such as allocation of gross floor areas and parking restrictions that may need to be updated.

DOCUMENTS REVIEWED:
Materials submitted January 10, 2023

Attachment: 3 - Staff Review Comments (6566 : A Resolution Approving a First Amendment to the Subdivision and Development Agreement for

Attachment: 3 - Staff Review Comments (6566 : A Resolution Approving a First Amendment to the Subdivision and Development Agreement for

Village of Northbrook

Review 1	Engineering Review / Response 1000 SKOKIE BLVD	Engineering Reviewer: Jack Bielak 847-664-4124 Jim.Baxa@Northbrook.il.us

Engineering Review Status
Plan Date:

Instructions:

A. Return this sheet with the revised drawings/documents to the Permit Coordinators @ the Village Hall.
B. The design professional must include on each new drawing: their seal, signature, date of signing and date of license expiration. Or, if Index of Drawings is provided on Title Sheet, just that sheet may be signed and sealed
C. Identify all drawing revisions with a bubble.
D. The design professional must indicate the location of each revision (sheet/detail number) & respond to every comment in the spaces provided below; do not submit a separate response letter, use this form.
E. Any revisions that are in addition to the review comments must be bubbled and explained in a separate narrative.

Questions concerning these Review Comments should be directed to the Development & Planning Services Department at 847/664-4050.

Engineering Review Comments

1. General Comment - These comments need to be addressed as part of the plan review process but can move forward to a public hearing to review the concept of the development by acknowledging how they will be completed.

2. Comment - Cover Sheet - 1. Cover Sheet
Please resubmit the engineering plan set to contain the following separate plan sheets and provide an Index on the cover sheet:
Cover Sheet
General Notes and Pavement Sections
Existing Conditions and Demolition Plan
Paving/Geometric Plan
Grading Plan
Utility Plan
Soil & Erosion Plan
Construction Detail Sheet

The standard Drainage Certificate with the Design Engineer signature needs to be included on the cover sheet.

Provide a benchmark with and description and elevation referencing NGVD '29 datum.

The plan must be signed and sealed by a licensed State of Illinois Professional Engineer

Provide a location map referencing the Village's sanitary sewer route from the proposed site to the MWRD interceptor.

3. Comment - Soil Condition - Site was previously part of a larger development. Please provide information regarding condition of the soil and potential contamination onsite.
4. Comment - Liquid Interceptor - Illinois Plumbing Code Section 890-520 Gasoline, Oil and Flammable Liquids; the proposed inlet located in the parking garage to be connected to the sanitary sewer and filtered through a gas and oil interceptor. Please use the following web link for addition information:
http://www.ilga.gov/commission/jcar/admincode/077/077008900E05200R.html
5. Comment - To prevent migration of soil into aggregate base in permeable paver system, a geotextile fabric will be required around the perimeter of the system (sides/bottom).

If it is determined there is contaminated soils on site, a PVC liner will be required around the perimeter of the system.
6. Comment - Stormwater Detention - This project is a revision to the original development plans for the property. Please confirm the original stormwater detention and volume control was build per plan through the review of as-built records.
7. Comment - Valve Vault - Valve Vault for water service should be moved out of storm detention system.

Provide top of pipe elevation compared to bottom of stormwater detention system.

How is the connection being made to the existing water system?
8. Comment - Siamese Connection - Depict the fire department siamese connection. Should be within 100 feet of a fire hydrant.
9. Comment - Drainage - Add information regarding pipe material/slope for roof drain.

Provide utility crossing information along with underdrain information for permeable pavers and connection to storm system.
10. Comment - Drainage Arrows - Please provide information regarding site/ Parking lot grading to ensure site is draining properly.

Please provide a seperate exhibit for the accessable parking ramps showing proper grading per ADA standards.

End of Review Comments

Attachment: 3 - Staff Review Comments (6566 : A Resolution Approving a First Amendment to the Subdivision and Development Agreement for

The Design Professional is to complete the following:

_____

Date:_____

Print Name *Signature*

Document1

Northbrook Fire Department - Docket Review Checklist
Address: 1000 Skokie – Tesla Dealership
Docket Number:PCD23-01 Date of Review: January 25, 2023

FIRE CODE COMPLIANCE	NOT APPLICABLE	APPROVED	NOT APPROVED	APPROVED W/CONDITION	TO BE REVIEWED WITH BUILDING PERMIT
Previous or Existing Occupancy Classification		X			
New Occupancy Classification		X			
Existing Compliant Fire Protection		X			
Existing Deficient Life Safety or Fire Protection					
Required to be brought up to full compliance with current codes					X
Site Access/Emergency Vehicle Access		X			
• Fire Lane		X			
Fire hydrants		X			
Fire Protection: • Sprinkler					X
• Alarm					X
• Wet Chemical					X
• Special suppression or detection	X				
Egress/ • Signage					X
• Travel distance					X
• Emergency lighting					X
Fire Extinguishers					X
Knox box					X
Elevator compliance required • Recall					X
• Width					X
Standpipe/Hose Stations Required	X				

Review Time: _1.5___ hours

Attachment: 3 - Staff Review Comments (6566 : A Resolution Approving a First Amendment to the Subdivision and Development Agreement for

Address: 1000 Skokie – Tesla Dealership
Docket Number: PCD23-01 Date of Review: January 25, 2023

Reference Comments:

1. Plans and specifications for the installation / modification of the automatic sprinkler system shall be submitted for review and approval. Provide automatic sprinkler contractor shop drawings for review. Indicate all new or modified existing pipe routing, material catalog cut sheets, and hydraulic calculations (as required by NFPA 13). *IBC Section 106, IFC Section 903.1 NFPA 13 Section 14*

   The proposed drawing does not illustrate the location of the required fire department connections. The fire department connection must be oriented to the front side of the building. *A two-hour rated fire room must be constructed with an outside entrance and accessibility to the inside of the building as noted.*
   - *All occupancies shall provide the following:*
   - *Sprinkler and fire pump rooms. 2-hour fire rated enclosure with an automatic fire suppression system with both an outside door at grade and inside door access. Municipal Ordinance 302.1.1.8, IFC Section 913.6*

2. Fire alarm contractor shop drawings must be submitted for review with the final application. Shop drawings shall indicate all fire alarm devices, wiring diagram, point-to-point wiring, material catalog cut sheets, battery back up calculations, and voltage drop calculations. *IFC Section 907.1.1 NFPA 72 4.4.4.2, 4.5.1, Chapter 14*

3. Provide a drawing indicating the fire extinguisher size, type, and layout/placement for review and comment with the final submittal *IFC Section 906*

4. Fire hydrants shall be installed so that any portion of the property will not be further than one hundred and fifty (150) feet from a fire hydrant. Fire hydrants shall be provided so as to provide the required fire flows to structures as described in the "Fire Suppression Rating Schedule," latest edition, published by the Insurance Service Office. Additionally the fire department connection shall be located not greater than 100 feet from a fire hydrant and be located on the east facing side of the building.

5. An emergency key box (Knox Box) shall be provided for the facility. The key box system provides fire suppression personnel with access to the buildings utility areas (sprinkler, electrical and mechanical rooms, etc.) The key box shall be mounted at a height no higher than 60". AFF, by the main entrance or as directed by the fire department. The key box will be used by the fire service personnel for emergency access only. This Knox box shall be monitored by the fire alarm system.

Attachment: 3 - Staff Review Comments (6566 : A Resolution Approving a First Amendment to the Subdivision and Development Agreement for

6. If you are to provide a diesel fueled generator you will need to comply with the following requirements of Northbrook amendment to 2018 IFC section 5704.2.9

    - An above-ground tank may be used for the purpose of storing and dispensing Class II or IIIA liquids used to fuel the operation of an emergency generator system, provided that: a. b. c. the above-ground tank has a fuel storage capacity of not more than 2,000 gallons; the above-ground tank is located in compliance with Section 5704.2.9.6.1 and is located not less than 100 feet from any adjoining property line and not less than 25 feet from any building or structure; and the above-ground tank is equipped with secondary containment in accordance with Section 5704.2 and Section 5704.2.9.6.4 that provides capacity in the amount of no less than 150 percent of the capacity of the above-ground tank; and

Based on the information provided the plans are **"CONDITIONALLY APPROVED"**.

Sincerely,

Kevin Frangiamore
Fire Marshal
Northbrook Fire Department

Attachment: 3 - Staff Review Comments (6566 : A Resolution Approving a First Amendment to the Subdivision and Development Agreement for

MEMORANDUM
VILLAGE OF NORTHBROOK
DEVELOPMENT AND PLANNING SERVICES DEPARTMENT

TO: MICHAELA KOHLSTEDT, DIRECTOR OF DPS

FROM: TESSA MURRAY, SUSTAINABILITY COORDINATOR

DATE: JANUARY 24, 2023

SUBJECT: PCD-23-01: 1200 SKOKIE BLVD. – TESLA – SUSTAINABILITY COMMENTS

Northbrook's Climate Action Plan (CAP) calls to foster sustainability and reduce 80% of community-wide carbon emissions by 2050 through strategic planning and action item implementation. With CAP adoption, development proposals are reviewed with respect to best environmental practices. Below are Climate Action Plan items generated from the first review of the Applicant's proposed project.

Items noted in italics are referencing what the Applicant has stated that they intend to include in the development. Underlined statements are recommended for further alignment with Northbrook's Climate Action Plan goals.

(1) TRANSPORTATION AND LAND USE

1A: Work with the Village to address barriers, educate, and encourage electric vehicles towards the CAP goal of increased adoption in Northbrook. Help to disseminate information on federal, state, and utility incentives available.

Applicant proposes 8 EV charging ports according to Roof Parking Plan. Applicant should confirm whether electric vehicle charging stations will be available for public use.

(2) BUILDING AND ENERGY

2A: Allow safe passage of birds through intentional site design. Exterior lighting should have Dark Sky compliance with features such as down shielding or hooded lanterns, motion sensing or dimming features, and warm white LEDs with CCT at 3000 K or lower. Consider window glass that minimizes bird disorientation.

According to Ground Level and Ramp and Roof Photometrics, fixtures proposed are not Dark-Sky compliant because 4000K CCT are used. Applicant should consider revising Photometrics plan to use fixtures with 3000K CCT or lower.

2B: Confirm if solar panel and energy storage systems are to be featured in the business showroom and if so, work with the Village towards CAP goals of increased renewable energy generation and resilience in Northbrook. Collaborate with community groups to disseminate information on federal, state, and utility incentives available.

Attachment: 3 - Staff Review Comments (6566 : A Resolution Approving a First Amendment to the Subdivision and Development Agreement for

2C: Consider inclusion of renewable energy installation to offset all or a percentage of building carbon footprint. Work with C-PACE, the Illinois Power Agency Adjustable Block Program, or similar for incentives.

2D: Strive for zero on-site fossil fuel combustion using electric HVAC and water heating such as heatpumps.

2E: Work with ComEd Energy Efficiency or similar programs for incentives to advance items such as high efficiency HVAC, building envelope, Energy Star appliances, and insulating windows with U-factors at .30 or lower. Strive for 100% LED interior and exterior lighting.

2F: Prioritize sustainable materials throughout development, considering pavements, structural components, utility services, appliances, and finishes. This includes maximizing recycled content, domestic production, and lower embodied carbon costs of materials. When possible, commit to warm mix asphalt and low or zero-VOC paints.

(3) WATER AND WASTEWATER

3A: Control runoff with combination overland flow, detention, and infiltration strategies (for example, permeable pavers).

Applicant proposes a quarter acre of permeable pavers in parking lot. Signage should be considered to educate and promote benefits of such green infrastructure features.

3B: Utilize WaterSense and low-flow water fixtures where applicable.

3C: If irrigation installation is included in landscaping design, utilize moisture-sensing technology for water conservation.

(4) GREENSPACE AND TREE CANOPY

4A: Prioritize native and climate-hardy trees, shrubs, and perennials: strive for at least 70% native plant species included in landscape plans. For natural stormwater absorption, prioritize native plant groundcovers as an alternative to turfgrass.

Only 30% of species included in the Plant Schedule proposed by the Applicant are native or native cultivars. Applicant should consider replacing shrubs and ornamental grasses with native alternatives (for example, native hydrangeas and bluestem and/or blue grama grasses).

Attachment: 3 - Staff Review Comments (6566 : A Resolution Approving a First Amendment to the Subdivision and Development Agreement for

Memo

To: Michaela Kohlstedt

From: Mark Cacioppo

CC: Kelly Hamill, Jack Bielak, Terry Cichocki, Jim Baxa

Date: 1/20/23

Re: 1000 Skokie Plan Commission Docket PCD-23-01 Tree Preservation Review 1

Message

1. Use Village details for Tree Planting, shrub planting, Parking island with structural soil and tree planter/limited space planting with structural soil.
2. Replace 4 New Horizon elms next to building with narrow crown/fastigate trees. An example is 'Emerald City' or 'Arnold" tulip tree.

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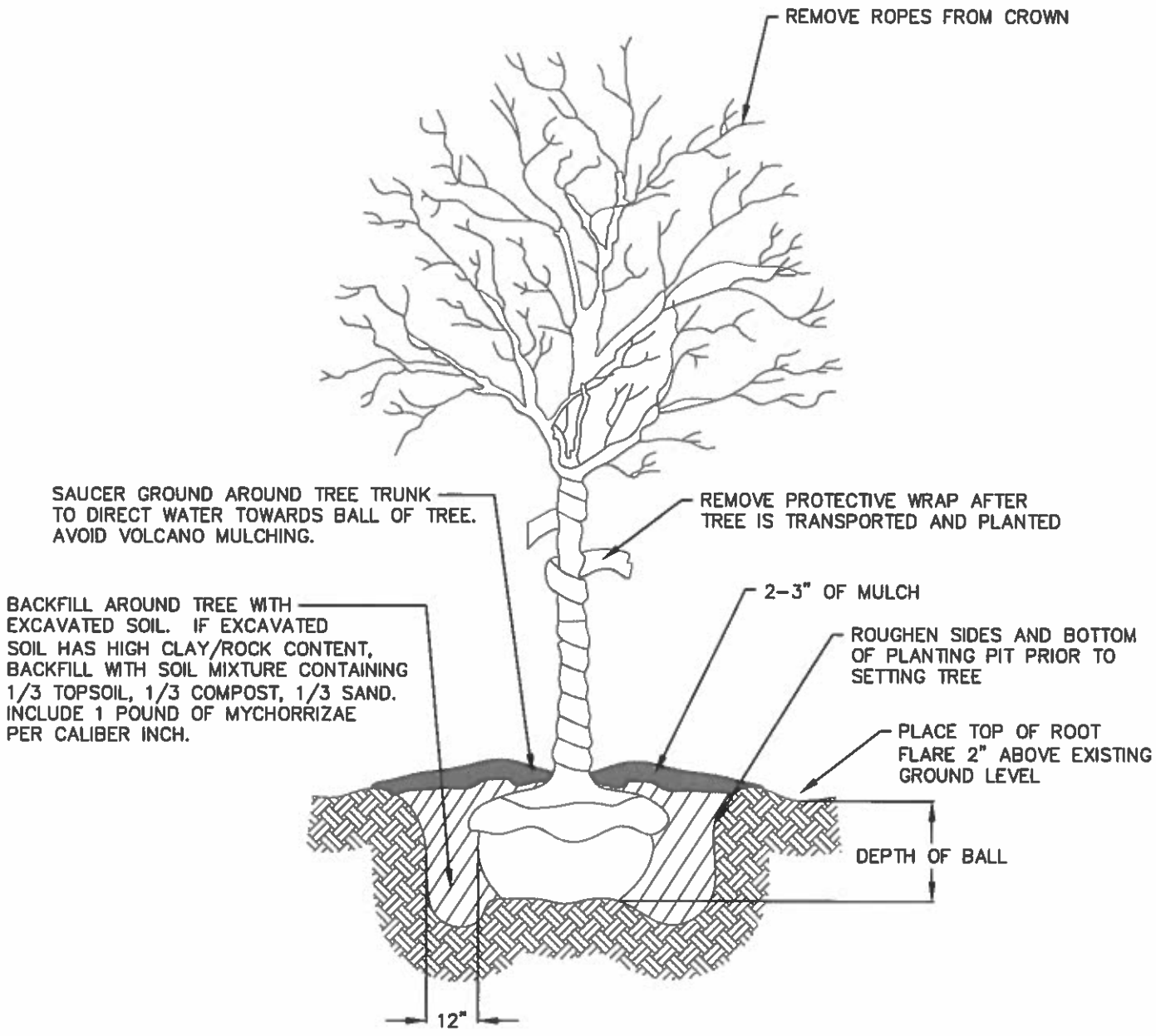

NOTES:
1. CUT TWINE AT BASE OF TREE UPON PLANTING AND REMOVE ALL WIRES A MINIMUM OF 8" BELOW GRADE.
2. LOW PROFILE BASKETS ARE PREFERRED.
3. NYLON ROPE AND PLASTIC BURLAP ARE NOT PERMITTED.
4. NOT TO BE PLANTED IN SWALES OR OVERLAND DRAINAGE ROUTES

TREE PLANTING DETAIL

Village of Northbrook
Public Works Department

DATE	REVISIONS
04-30-20	Revised Notes
4-1-21	Added Plan Note

STANDARD DETAIL
G-1 (01)

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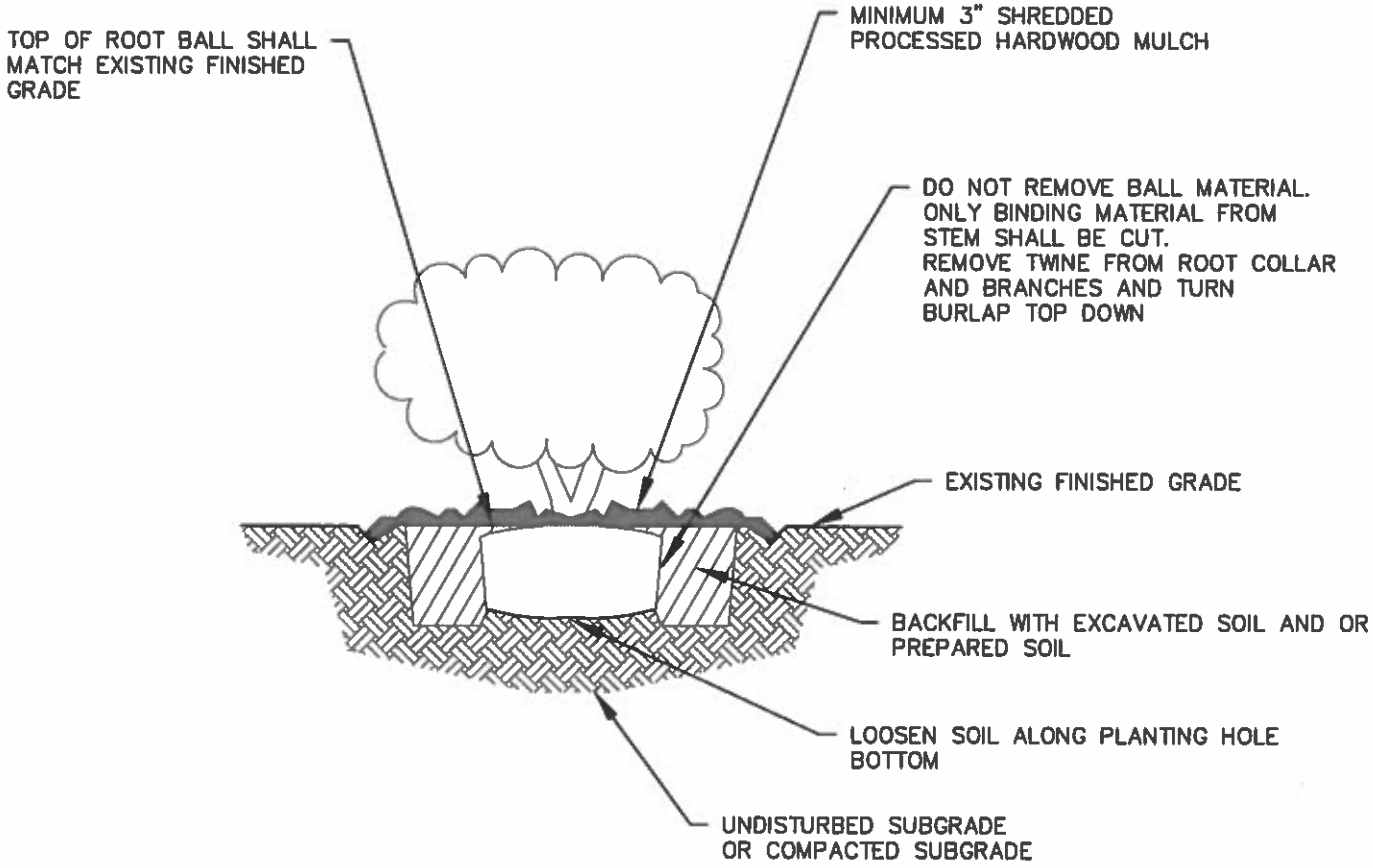

NOTES:
1. FINAL BALL ELEVATION AND PLANTER BED GRADING AS DIRECTED BY PLAN.
2. WHEN SOIL CONDITIONS WITH POOR DRAINAGE ARE DISCOVERED, NOTIFY VILLAGE REPRESENTATIVE.
3. LANDSCAPE CONTRACTOR SHALL SUGGEST SOLUTION FOR DRAINAGE IMPROVEMENTS

SHRUB PLANTING DETAIL

Village of Northbrook
Public Works Department

DATE	REVISIONS
04-30-20	Revised Notes
4-1-21	Added Plan Note

STANDARD DETAIL
G-2 (01)

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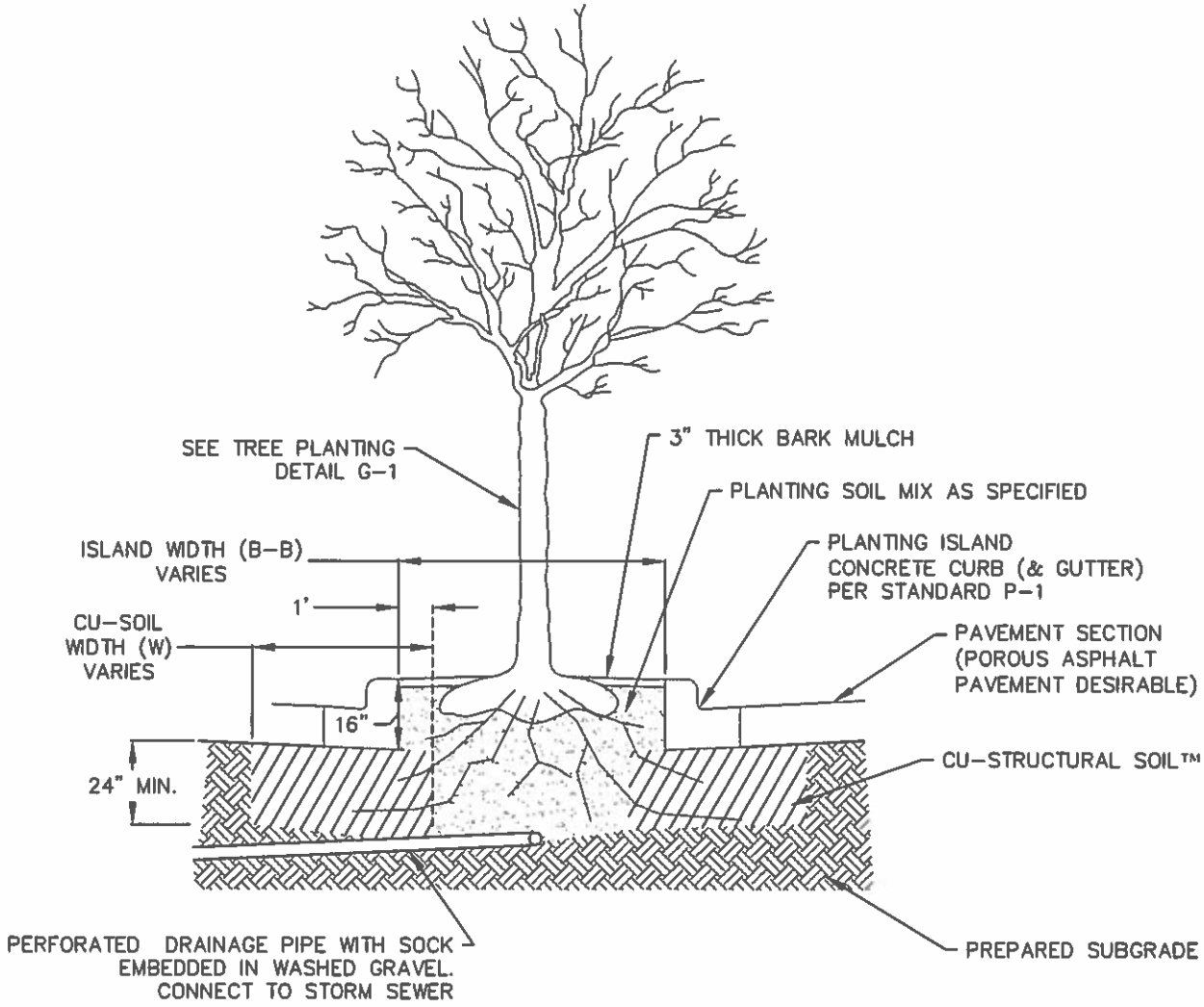


SECTION A-A

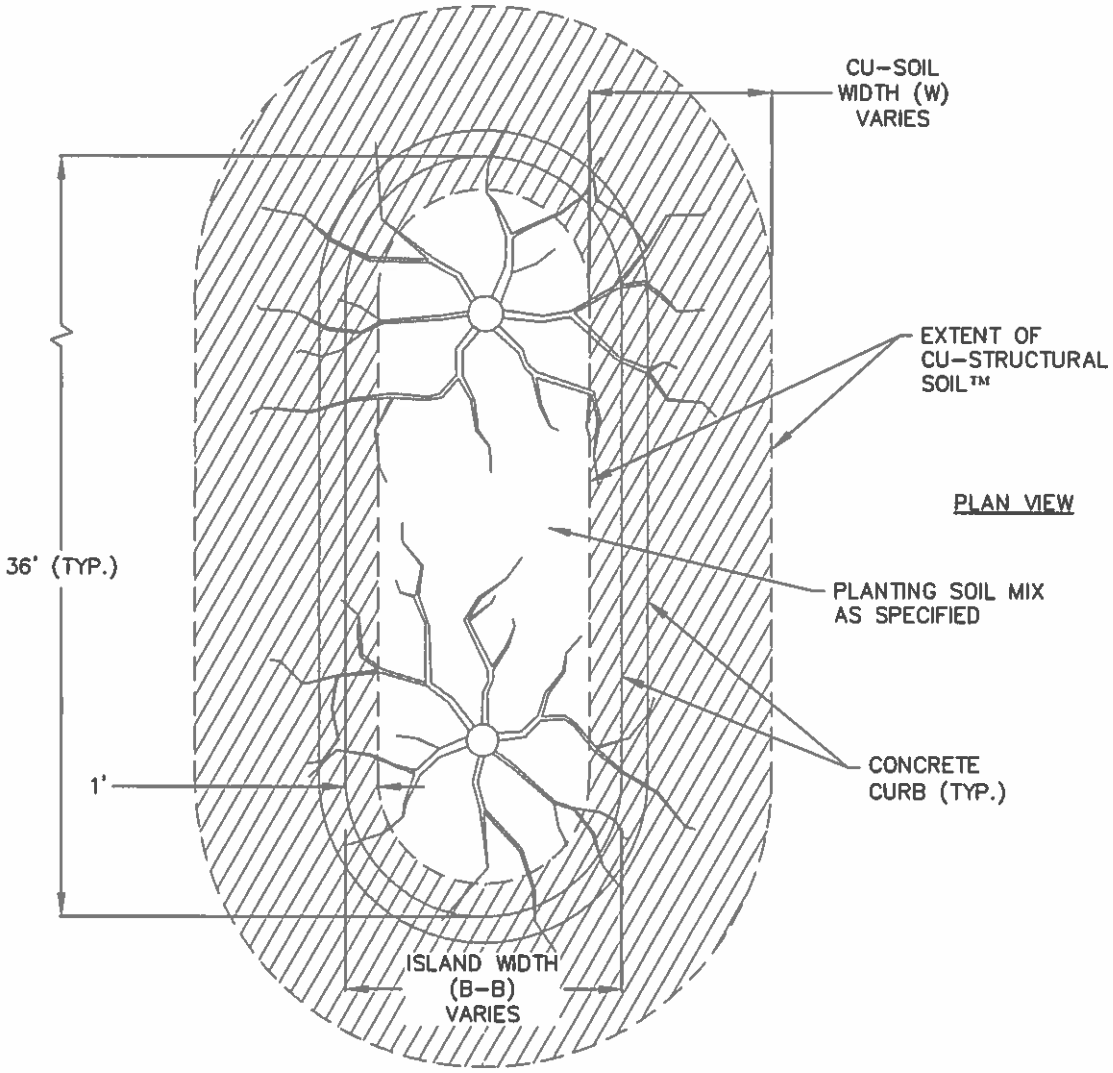
NOTES:
1. ALLOWABLE TREE SIZE AT MATURITY IS 30 FEET IN HEIGHT
2. STRUCTURAL SOIL MAY BE CU-STRUCTURAL SOIL™ OR STALITE (FOR SANDY SOILS). TRADITIONAL CRUSHED LIMESTONE IS NOT PERMITTED FOR USE IN PARKING LOT ISLANDS THAT HAVE TREES PLANTED.
3. CU-STRUCTURAL SOIL SHALL BE OBTAINED FROM A LICENSED PRODUCER SUCH AS MIDWEST TRADING.
4. TREE SPECIES SHOULD BE CHOSEN THAT PREFER WELL DRAINED SOIL AND BE SUITABLE FOR THE EXPECTED pH OF THE CU-SOIL PROVIDED.
5. INITIAL WATERING SHOULD BE AT A RATE OF 20 GALLONS PER TREE, EVERY 5-7 DAYS.
6. SEE SHEET 2 FOR PLAN VIEW AND QUANTITIES.

PARKING ISLAND TREE PLANTING DETAIL

Village of Northbrook Public Works Department	DATE	REVISIONS	STANDARD DETAIL G-8 (01)
	04-30-20	New Detail	

(Sheet 1 of 2)

Attachment: 3 - Staff Review Comments (6566 : A Resolution Approving a First Amendment to the Subdivision and Development Agreement for



GENERAL

APPROXIMATE SOIL VOLUMES NEEDED:

2 CUBIC-FEET OF PLANTING SOIL FOR EVERY SQUARE-FOOT OF AREA ENCOMPASSED BY THE EXPECTED DRIP LINE AT TREE'S MATURITY (CROWN PROJECTION)

EXAMPLE

GIVEN TWO MATURE TREES WITH A HEIGHT OF LESS THAN 30 FT. AND A CROWN PROJECTION OF 20 FT IN A 5 FT. WIDE, 36 FT. LONG ISLAND:

CALCULATED AREA FOR TREE = 628 S.F.

SOIL VOLUME NEEDED AT 24" DEPTH	=	1260 C.F.
OF WHICH PLANTING SOIL MIX VOLUME NEEDED	=	300 C.F.
AND CU-SOIL™ NEEDED	=	960 C.F.

IF ISLAND IS WIDER THAN EXAMPLE ABOVE:

B-B	TOTAL SOIL VOLUME	PLANTING SOIL MIX VOLUME	CU-SOIL™ VOLUME	CU-SOIL™ WIDTH (W)
7.5 FT.	1260 C.F.	560 C.F.	700 C.F.	3.5 FT.
10.0 FT.	1260 C.F.	820 C.F.	440 C.F.	2 FT.

PARKING ISLAND TREE PLANTING DETAIL

Village of Northbrook
Public Works Department

DATE	REVISIONS
04-30-20	New Detail

STANDARD DETAIL
G-8 (01)

(Sheet 2 of 2)

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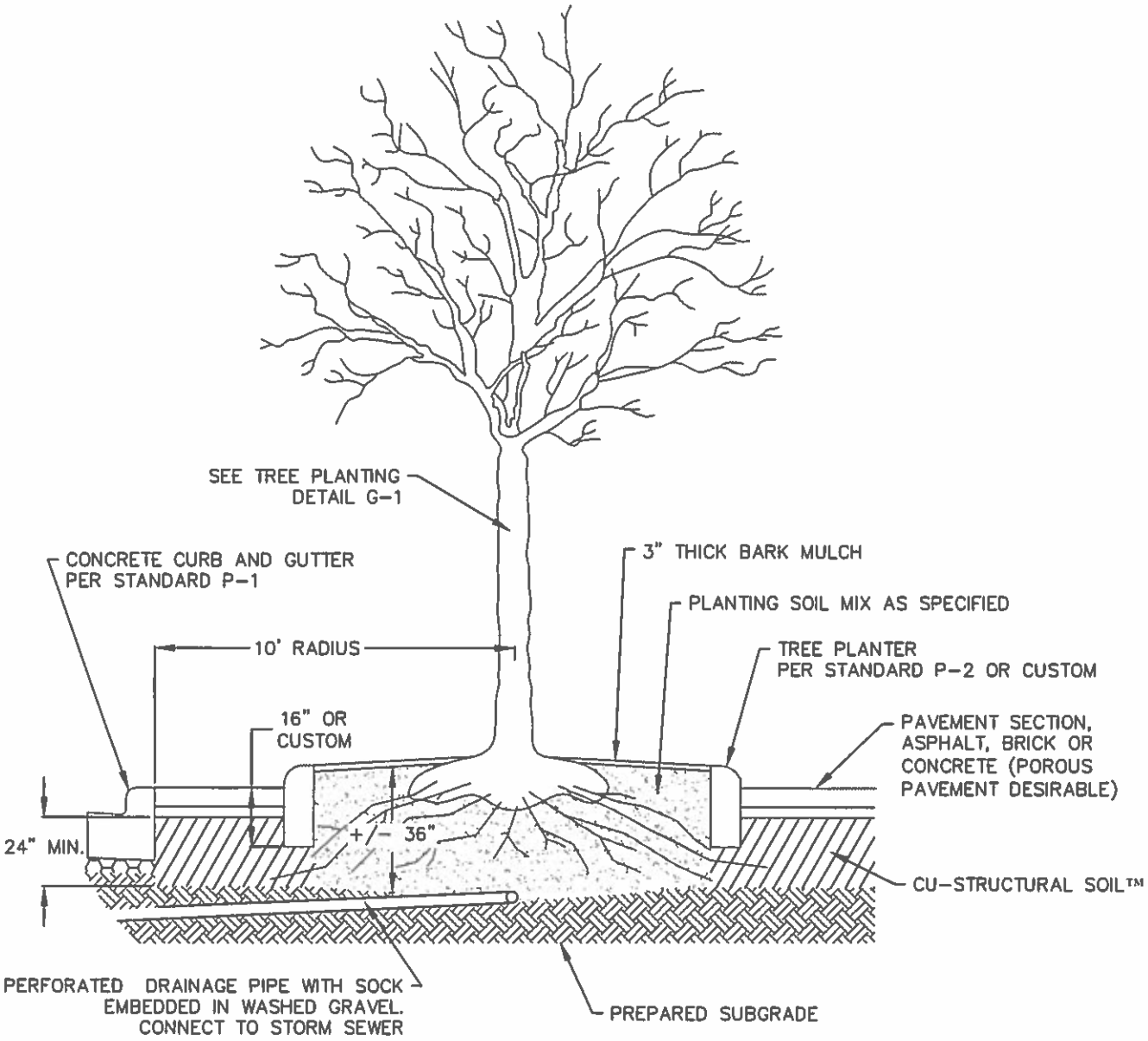

SECTION A-A

NOTES:
1. ALLOWABLE TREE SIZE AT MATURITY IS 30 FEET IN HEIGHT
2. STRUCTURAL SOIL MAY BE CU-STRUCTURAL SOIL™ OR STALITE (FOR SANDY SOILS). TRADITIONAL CRUSHED LIMESTONE IS NOT PERMITTED FOR USE IN TREE PLANTERS.
3. CU-STRUCTURAL SOIL SHALL BE OBTAINED FROM A LICENSED PRODUCER SUCH AS MIDWEST TRADING.
4. TREE SPECIES SHOULD BE CHOSEN THAT PREFER WELL DRAINED SOIL AND BE SUITABLE FOR THE EXPECTED pH OF THE CU-SOIL PROVIDED.
5. INITIAL WATERING SHOULD BE AT A RATE OF 20 GALLONS PER TREE, EVERY 5-7 DAYS.
6. SEE SHEET 2 FOR PLAN VIEW AND QUANTITIES.

TREE PLANTER AND LIMITED SPACE TREE PLANTING DETAIL

Village of Northbrook Public Works Department	DATE	REVISIONS	STANDARD DETAIL G-9 (01)
	04-30-20	New Detail	

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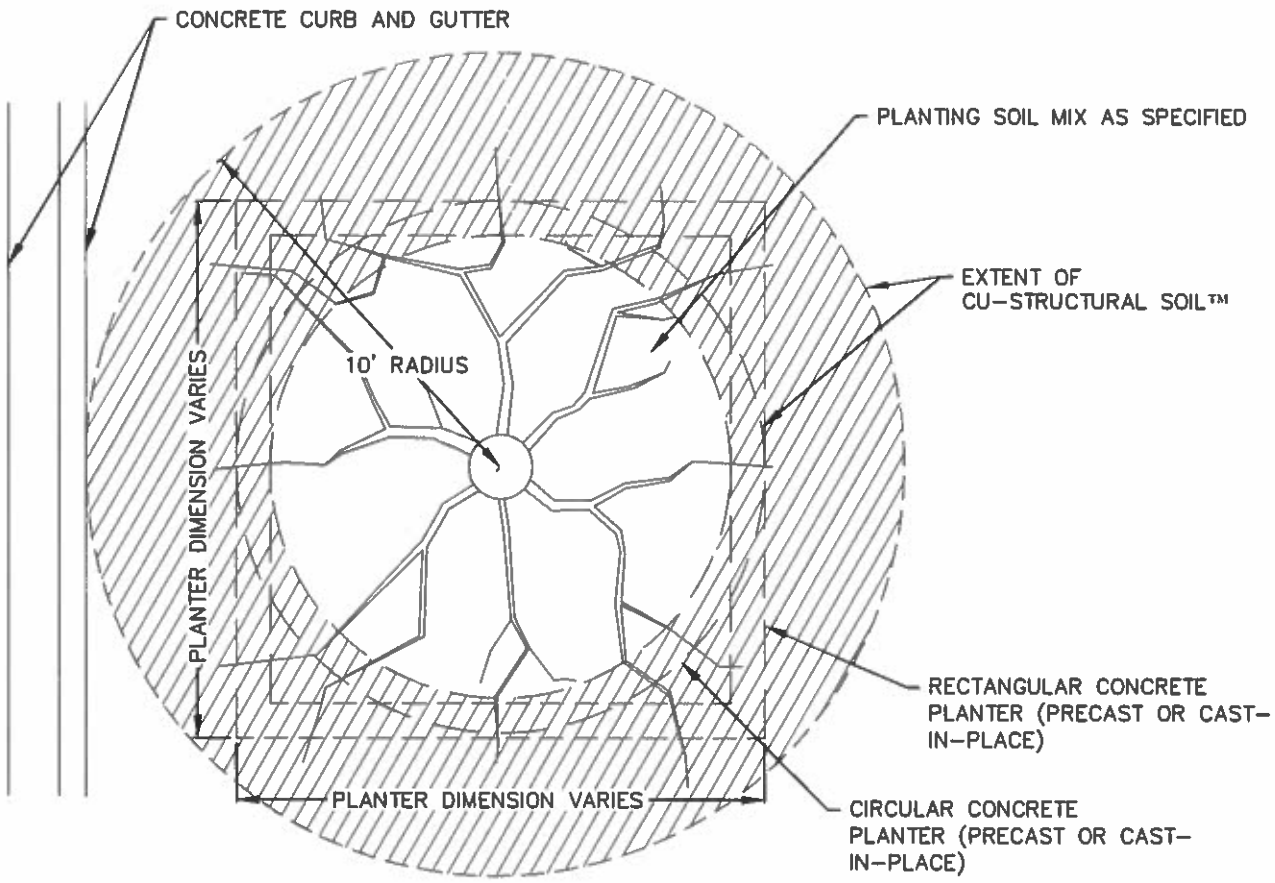

GENERAL

APPROXIMATE SOIL VOLUMES NEEDED:

2 CUBIC-FEET OF PLANTING SOIL FOR EVERY SQUARE-FOOT OF AREA ENCOMPASSED BY THE EXPECTED DRIP LINE AT TREE'S MATURITY (CROWN PROJECTION)

EXAMPLE

GIVEN ONE MATURE TREE WITH A HEIGHT OF LESS THAN 30 FT. AND A CROWN PROJECTION OF 20 FT IN A 5 FT. BY 5 FT. PLANTER.

CALCULATED CIRCULAR AREA FOR TREE = 314 S.F. (RADIUS = 10 FT.)

SOIL VOLUME NEEDED AT 24" DEPTH	=	630 C.F.
OF WHICH PLANTING SOIL MIX VOLUME NEEDED	=	80 C.F.
AND CU-SOIL™ NEEDED	=	550 C.F.

IF PLANTER IS LARGER THAN EXAMPLE ABOVE:

PLANTER DIMENSIONS	TOTAL SOIL VOLUME	PLANTING SOIL MIX VOLUME	CU-SOIL™ VOLUME
5 FT.X10 FT.	670 C.F.	150 C.F.	520 C.F.
10 FT.X10 FT.	710 C.F.	300 C.F.	410 C.F.

TREE PLANTER AND LIMITED SPACE TREE PLANTING DETAIL

Village of Northbrook
Public Works Department

DATE	REVISIONS
04-30-20	New Detail

STANDARD DETAIL
G-9 (01)

(Sheet 2 of 2)

Attachment: 3 - Staff Review Comments (6566 : A Resolution Approving a First Amendment to the Subdivision and Development Agreement for

Village of
Northbrook

FORMAL APPLICATION – ZONING & SUBDIVISION RELIEF**

Prior to submitting this formal application, the matter must first be reviewed as a preliminary application by the Village Board of Trustees. If the Board has not yet reviewed your preliminary application, please contact the Department of Development & Planning Services to learn what is required. The following materials are the minimum required for the processing of a formal application by the Village of Northbrook's Plan Commission and Board of Trustees. A public hearing or public meeting for an application will not be scheduled until all required materials have been submitted and revised as necessary to meet Code requirements, as determined by Village staff. If you have questions regarding the completion of this application please contact the Development & Planning Services Department at 847-664-4050.

Applications for zoning relief from the Zoning Board of Appeals must use a different application form.

The initial submittal MUST contain:

- ☑ **8 collated copies of complete sets** of all application materials, including the application form, required attachments, and folded full size plat/plan sheets
- ☑ **1 electronic version (PDF)** of ALL application materials **(refer to application section regarding instructions).**

Applicant Information

Legal Name: 1000 Skokie SSD LLC

Company:

Address: 100 S. Wacker Dr., Suite 2100

City, State, Zip: Chicago, IL 60606

Phone No.:

Email:

Primary Contact Person

Name: Matt Hendy

Company: Fort Union

Address: 350 W. Hubbard St., Suite 620

City, State, Zip: Chicago, IL 60654

Phone No.: (630) 536-6964

Email: matt@ft-union.com

Consultants *(as applicable)*

Attorney

Name: Katriina McGuire

Company: Thompson Coburn LLP

Address: 55 E. Monroe St., 37th Floor

City, State, Zip: Chicago, IL 60603

Phone No.: (312) 580-2326

Email: kmcguire@thompsoncoburn.com

Architect/Planner

Name: John Madeja

Company: Studio 222 Architects

Address: 222 S. Morgan St., Suite 4B

City, State, Zip: Chicago, IL 60607

Phone No.: (312) 850-4970 x 126

Email: jmadeja@5222arch.com

Civil Engineer

Name: Fran Fazio

Company: Manhard Consulting

Address: One Overlook Point, Suite 290

City, State, Zip: Lincolnshire, IL 60069

Phone No.: (847) 325-7207

Email: ffazio@manhard.com

Other

Name:

Company:

Address:

City, State, Zip:

Phone No.:

Email:

Attachment: A- Tesla - Applicant Submittal (6566 : A Resolution Approving a First Amendment to the Subdivision and Development Agreement

Village of Northbrook
FORMAL ZONING & SUBDIVISION RELIEF APPLICATION

Attachment: A- Tesla - Applicant Submittal (6566 : A Resolution Approving a First Amendment to the Subdivision and Development Agreement

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

Site Location/Address: 1200 Skokie Boulevard, Northbrook, IL

Property Index Numbers: 04-12-312-002

Size of Property: 4.079 (square feet/acres)

Size of Building Space, if applicable: N/A (square feet)

Comprehensive Plan Land Use Designation[1]: Major corridor multi-use

Current Zoning: PUD (O-4 underlying district)

Current Use of the Property: Vacant improved land

Is any portion of the property within the 100-year floodplain?[1] Yes: _____ No: X

Requested Action(s) *(check all that are applicable)*

- ☐ Comprehensive Plan Amendment
- ☐ Annexation (*separate form required*)
- ☐ Rezoning from _____ to _____
- ☑ Special Permit for automotive sales with open sales lot, wall sign in excess of 20' in height, wall signage in excess of 100 s.f.
- ☐ Renewal of Special Permit Ord. No. _____
- ☐ Amendment to Existing Special Permit
  Ord. No. _____
- ☑ Site Plan Approval
- ☑ Zoning Code Text Amendment
  to permit tandem parking of stored vehicles
- ☑ Zoning Variation (in conjunction with other relief) for rear yard reduction from 30' to 5' to accommodate parking and for loading berth requirement from 1 to 0
- ☐ Planned Development - Concept Plan
- ☑ Planned Development - Final Plan (amendment)
- ☐ Subdivision - Tentative Plat
- ☐ Subdivision - Final Plat
- ☐ Subdivision - Variations/Waiver for _____
- ☑ Exception for tandem parking and reduced stall dimension for rooftop parking
- ☑ Other waiver for parking garage slope to allow 15% slope and foundation landscape distance

☑ Plat of Survey & Parcel Legal Description(s)

Attach the most recent plat of survey of the Subject Property, certified by a registered land surveyor, showing existing lot lines and dimensions, lot area, all easements, all public and private rights-of-way, and all streets across and adjacent to the subject property.

☑ Conformity with Comprehensive Plan

Include a written statement explaining the conformity, or lack of conformity, of the approval being requested to the Village's Official Comprehensive Plan and Official Map. Where the approval being requested does not conform to the Official Comprehensive Plan or Official Map, provide reasons justifying the requested approval.

☑ Surrounding Property Owners Addresses

Please attach the names and mailing addresses of all property owners of record (not tenants) within 250 feet of the property, excluding public rights-of-way, based on current County tax records. See page10 of this document for instructions on how to obtain the addresses.

[1] As found on the Village website www.northbrook.il.us/Government/Departments/Planning/GIS/index.php

Site Ownership and Control

Current Property Owner Information

Legal Name: LTF Real Estate Company, Inc.

Primary Contact: Gina Fox
Address 2900 Corporate place
City, State, Zip Chanhassen, MN 55317
Phone No. (952) 401-2726
Email gfox@lt.life

Proposed Property Owner Information

Legal Name: 1000 Skokie SSD LLC

Primary Contact: Justin Pelej
Address 100 S. Wacker Dr., Suite 2100
City, State, Zip Chicago, IL 60606
Phone No. (224) 255-6110
Email justinp@workwithfocus.com

Attach a copy of a title policy or deed showing current ownership of the property. If property is held in a trust, also include a certified copy of the trust agreement or a simple affidavit (under oath before a notary) as to who are the beneficiaries of the trust. *(Check which document(s) are attached):*

- ☐ Deed
- ☑ Title Policy or Title Commitment ***(Required for Subdivision Applications & Plats of Consolidation Applications)***
- ☐ Certified Copy of Trust Agreement OR a simple Affidavit Identifying Trust Beneficiaries

☑ **Complete Attachment A, listing all individuals/entities that have a beneficial interest in the legal entity that currently owns the property**

☑ **Complete Attachment B, listing all individuals/entities that have a beneficial interest in the legal entity that is proposed to own the property upon receiving necessary approvals.**

Applicants Involvement with the Property

If the Applicant does not own the property, please also provide documentation showing the applicant's interest in the property *(Check which document is attached. The dollar amounts in documents may be blacked-out)*:

- ☐ Owner (see the previous box)
- ☑ Real Estate Contract
- ☐ Lease
- ☐ Other _____

☐ **Complete Attachment C, listing all individuals/entities that have a beneficial interest in the legal entity that is the Applicant.**

Additional Required Attachment(s)

Submit all relevant attachments specified in the below worksheet(s) that correspond with your application request(s) selected on page two of this application; the worksheets can be found on the Village of Northbrook website www.northbrook.il.us, as well as in the Community Planning Department in the Village Hall. *(Check all that are applicable)*

- ☐ Comprehensive Plan Amendment Worksheet
- ☐ Annexation Worksheet
- ☐ Rezoning Worksheet
- ☑ Special Permit Worksheet
- ☑ Site Plan Approval Worksheet
- ☑ Zoning Code Text Amendment Worksheet
- ☑ Zoning Variation Worksheet
- ☐ Planned Development Worksheet- Concept Plan
- ☑ Planned Development Worksheet- Final Plan
- ☐ Subdivision Worksheet – Tentative Plat
- ☐ Subdivision Worksheet - Final Plat
- ☐ Subdivision Worksheet - Variations/Waiver
- ☑ Zoning Exception Worksheet
- ☐ Condominium Conversion Worksheet

Attachment: A- Tesla - Applicant Submittal (6566 : A Resolution Approving a First Amendment to the Subdivision and Development Agreement

☐ Plat of Consolidation Worksheet

Filing Fees

All applications require payment of a non-refundable fee, as well as additional funds that are held in escrow to off-set anticipated recoverable expenses. Please attach a check with your application and indicate below the amount of the fee submitted. A copy of the fee schedule is attached to the application form.

$_____ Amount of Non-Refundable Fee

$_____ Amount of Escrow

$_____ Total Application Fee (Non-Refundable Fee plus Escrow)

The escrow covers such items as Village attorney time (currently billing at approx. $400.00 per hour), public notice expenses, public meetings ($50.00 per mtg), & staff review time. If these expenses exceed the initial escrow deposit, the applicant is responsible for additional payment to the Village prior to completing approval process. If the expenses are less than the escrow deposit, the applicant will be issued a refund.

Northbrook Ethics Code *(potential conflicts of interest)*
On a separate sheet of paper list the name, address, nature, and extent of any current or potential interest that any Village officer or employee may have in, or with respect to the owner, the applicant, or the property. **If none, check here:** X
(For more information, see Sections 2-71 through 2-85 of the Northbrook Municipal Code located on our website, or pick-up a copy of the Northbrook Ethics Code booklet in the Development & Planning Services Department at the Village Hall)

Repeat Application

Has any other application for this property been submitted to the Village and denied within the last two years?
____ yes X no (check one)
If yes, attach a statement of the grounds justifying reconsideration (See Zoning Code Sec. 11-302).

Applicant/Owner Acknowledgments

By execution of this application in the space provided below, the Applicant and Owner(s) do hereby certify, acknowledge, agree and affirm to the Village of Northbrook that:

1. The Village and its representatives have the right, and are hereby granted permission and license, to enter upon the property, and into any structures located thereon, for purposes of conducting any inspections that may be necessary in connection with this application.

2. I (We) have carefully read this application, the Northbrook Zoning Code and Northbrook Subdivision & Development Code and fully understand the terms and provisions of each.

3. I (We) waive any rights to exemption from disclosure under the Illinois Freedom of Information Act of any and all documents and information submitted in connection with this application.

4. I (We), in accordance with the requirements of the Annual Fee Ordinance, the Northbrook Zoning Code and the Northbrook Subdivision & Development Code, agree to pay all applicable filing fees and be responsible for the payment of all reimbursable expenses associated with the processing of this application.

Applicants may attach additional materials or exhibits to this application if necessary or helpful in explaining the relief requested.

Signature of Applicant: _____ **Date** 12/13/2022
Print Name & Title: Timothy T. Anderson Manager
Signatures of Property Owner(s): _____ **Date** _____
Print Name & Title: _____ **Property Address:** _____
****If more than one applicant or property owner, please copy this page and have additional applicants/property owners sign form.**

Attachment: A- Tesla - Applicant Submittal (6566 : A Resolution Approving a First Amendment to the Subdivision and Development Agreement

☐ Plat of Consolidation Worksheet

Filing Fees

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Applicants may attach additional materials or exhibits to this application if necessary or helpful in explaining the relief requested.

Signature of Applicant:_____ **Date**_____
Print Name & Title: _____
Signatures of Property Owner(s): Kari L. Braites **Date** 12.13.22
Print Name & Title: Kari L. Braites, VP **Property Address:**_____
****If more than one applicant or property owner, please copy this page and have additional applicants/property owners sign form.**

Attachment: A- Tesla - Applicant Submittal (6566 : A Resolution Approving a First Amendment to the Subdivision and Development Agreement

Note: Village review and approval of rezoning, special permit, and subdivision applications may be dependent upon the Applicant first receiving necessary approvals from State and County regulatory agencies such as, but not limited to, the Illinois Department of Transportation, Illinois Environmental Protection Agency, the Metropolitan Water Reclamation District of Greater Chicago, & the Cook County Highway Department.

ATTACHMENT A: Current Property Owner – Beneficial Interest

Please check which of the following describes the current property owner's beneficial interest in the property and complete this sheet as instructed for each type of beneficial interest:

☒ Corporation	If **current property owner** is a corporation, please list the name and addresses of all officers and directors of the corporation and all shareholders who own individually or beneficially 5% or more of the stock of the corporation. In addition, this application must be accompanied by a resolution of the corporation authorizing the execution and submittal of this application.
☐ Partnership or LLC	If **current property owner** is a partnership or an LLC, please list all partners, general and/or limited, with an individual or beneficial interest of 5% or greater.
☐ Trust	If **current property owner** is a trust, please provide the trust number _____ and name and address of the Trustee _____ _____, as well as list below the names and address of all beneficiaries of the Trust, together with their respective interests in the trust. The application shall be further verified by the **current property owner** in his capacity as trustee or by the beneficiary as a beneficial owner of an interest in the Trust and the application shall be signed individually by as many beneficiaries as are necessary to constitute greater than 50% ownership of the beneficial interest of the Trust

Name: _____

_____

Address: _____

_____

Ownership or Trust Interest: _____ %

Name: _____

_____

Address: _____

_____

Ownership or Trust Interest: _____ %

Name: _____

_____

Address: _____

_____

Ownership or Trust Interest: _____ %

Name: _____

_____

Address: _____

_____

Ownership or Trust Interest: _____ %

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Ownership or Trust Interest: _____ %

Name: _____

_____

Address: _____

_____

Ownership or Trust Interest: _____ %

Attachment: A- Tesla - Applicant Submittal (6566 : A Resolution Approving a First Amendment to the Subdivision and Development Agreement

Attachment: A- Tesla - Applicant Submittal (6566 : A Resolution Approving a First Amendment to the Subdivision and Development Agreement

OWNERSHIP DISCLOSURE

LTF Real Estate Company, Inc.

Bahram Akradi	Chairman and Chief Executive Officer
Thomas Bergmann	President and Chief Financial Officer
Kari Broyles	Vice President, Deputy General Counsel, and Assistant Secretary
Eric Buss	Executive Vice President
John Griffith	Senior Vice President of Real Estate and Development
Parham Javaheri	Executive Vice President of Real Estate and Development
Mike Kaiman	Senior Vice President, Construction
Steve Kerzman	Director of Tax and Revenue and Assistant Treasurer
Erik Lindseth	Senior Vice President, General Counsel, and Secretary
Stuart McFarland	VP, Senior Associate General Counsel and Assistant Secretary
Chris Ryan	Senior Associate General Counsel and Assistant Secretary

LTF Real Estate Holdings, LLC	100%

LTF Real Estate Holdings, LLC

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John Griffith	Senior Vice President of Real Estate and Development
Parham Javaheri	Executive Vice President of Real Estate and Development
Mike Kaiman	Senior Vice President, Construction
Steve Kerzman	Director of Tax and Revenue and Assistant Treasurer
Erik Lindseth	Senior Vice President, General Counsel, and Secretary
Stuart McFarland	VP, Senior Associate General Counsel and Assistant Secretary
Chris Ryan	Senior Associate General Counsel and Assistant Secretary

LTF Operations Holdings, Inc.	100%

LTF Operations Holdings, Inc.

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Thomas Bergmann	President and Chief Financial Officer
Eric Buss	Executive Vice President
Steve Kerzman	Director of Tax and Revenue and Assistant Treasurer
Erik Lindseth	Senior Vice President, General Counsel, and Secretary
Stuart McFarland	VP, Senior Associate General Counsel and Assistant Secretary
Chris Ryan	Senior Associate General Counsel and Assistant Secretary

Life Time, Inc.	100%

Life Time, Inc.

Bahram Akradi	Chairman and Chief Executive Officer
Thomas Bergmann	President and Chief Financial Officer
Kari Broyles	Vice President, Deputy General Counsel, and Assistant Secretary
Eric Buss	Executive Vice President
Parham Javaheri	Executive Vice President of Real Estate and Development
Mike Kaiman	Senior Vice President, Construction
Steve Kerzman	Director of Tax and Revenue and Assistant Treasurer
Erik Lindseth	Senior Vice President, General Counsel, and Secretary
Stuart McFarland	VP, Senior Associate General Counsel and Assistant Secretary
Chris Ryan	Senior Associate General Counsel and Assistant Secretary
Jeff Zwiefel	Executive Vice President and Chief Operating Officer

ATTACHMENT B - Proposed Property Owner – Beneficial Interest

Please check which of the following describes the proposed property owner's beneficial interest in the property and complete this sheet as instructed for each type of beneficial interest:

☐ Corporation	If the **proposed property owner** is a corporation, please list the name and addresses of all officers and directors of the corporation and all shareholders who own individually or beneficially 5% or more of the stock of the corporation. In addition, this application must be accompanied by a resolution of the corporation authorizing the execution and submittal of this application.
☑ Partnership or LLC	If **proposed property owner** is a partnership or an LLC, please list all partners, general and/or limited, with an individual or beneficial interest of 5% or greater.
☐ Trust	If **proposed property owner** is a trust, please provide the trust number _____ and name and address of the Trustee _____ _____, as well as list below the names and address of all beneficiaries of the Trust, together with their respective interests in the trust. The application shall be further verified by the **proposed property owner** in his capacity as trustee or by the beneficiary as a beneficial owner of an interest in the Trust and the application shall be signed individually by as many beneficiaries as are necessary to constitute greater than 50% ownership of the beneficial interest of the Trust

Name: Timothy J. Anderson

Address: 100 S. Wacker Dr., Suite 2100
Chicago, IL 60606

Ownership or Trust Interest: 60 %

Name: Matt Hendy

Address: 350 W. Hubbard St., Suite 620
Chicago, IL 60654

Ownership or Trust Interest: 40 %

Name: _____

Address: _____

Ownership or Trust Interest: _____ %

Name: _____

Address: _____

Ownership or Trust Interest: _____ %

Name: _____

Address: _____

Ownership or Trust Interest: _____ %

Name: _____

Address: _____

Ownership or Trust Interest: _____ %

Attachment: A- Tesla - Applicant Submittal (6566 : A Resolution Approving a First Amendment to the Subdivision and Development Agreement

ATTACHMENT C - Applicant – Beneficial Interest

Please check which of the following describes the beneficial interest in the legal entity that is the applicant and complete this sheet as instructed for each type of beneficial interest:

☐ Corporation	If **applicant** is a corporation, please list the name and addresses of all officers and directors of the corporation and all shareholders who own individually or beneficially 5% or more of the stock of the corporation. In addition, this application must be accompanied by a resolution of the corporation authorizing the execution and submittal of this application.
☑ Partnership or LLC	If **applicant** is a partnership or an LLC, please list all partners, general and/or limited, with an individual or beneficial interest of 5% or greater.
☐ Trust	If the **applicant** is a trust, please provide the trust number _____ and name and address of the Trustee _____ _____, as well as list below the names and address of all beneficiaries of the Trust, together with their respective interests in the trust. The application shall be further verified by the **applicant** in his capacity as trustee or by the beneficiary as a beneficial owner of an interest in the Trust and the application shall be signed individually by as many beneficiaries as are necessary to constitute greater than 50% ownership of the beneficial interest of the Trust

Name: Timothy J. Anderson

Address: 100 S Wacker Drive, Suite 2100, Chicago IL 60606

Ownership or Trust Interest: 60 %

Name: Matt Hendy

Address: 350 W Hubbard, Ste. 620, Chicago IL 60654

Ownership or Trust Interest: 40 %

Name: _____

Address: _____

Ownership or Trust Interest: _____ %

Name: _____

Address: _____

Ownership or Trust Interest: _____ %

Name: _____

Address: _____

Ownership or Trust Interest: _____ %

Name: _____

Address: _____

Ownership or Trust Interest: _____ %

Attachment: A- Tesla - Applicant Submittal (6566 : A Resolution Approving a First Amendment to the Subdivision and Development Agreement

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Project Narrative

1000 Skokie Blvd.

Amendment to PUD and Other Relief For The Redevelopment of Lot 3 of Lifetime Subdivision for An Automobile Sales, Service and Delivery Facility

The Property: The Subject Property is an approximately 177,682 s.f. (4.08 acre) vacant parcel located along Skokie Boulevard, directly west of the Edens Expressway. It is Lot 3 in the existing Lifetime Subdivision approved in 2016. An existing Lifetime Fitness Facility is to the north, and to the north of the fitness center is the Elaine apartment complex. To the south is a ComEd substation, and directly south of that, an existing office building along with a Toyota automobile dealership and service facility. Union Pacific railroad tracks and right-of-way are to the west.

The Proposed Project: The Applicant intends to construct an approximately 47,521 s.f., single-story automobile sales, service and delivery (SSD) facility for Tesla. Parking is proposed on the roof of the dealership as well as within surface parking areas surrounding the building. A total of 373 parking spaces are provided within the development with approximately 105 allocated for customers and employees, and the remainder for the storage of automobiles. Tandem parking spaces for the storage of up to 48 Tesla automobiles is provided on the east side of the development. Rooftop parking is proposed for the storage of up to 162 automobiles.

Description of architecture: The design of the proposed development is dictated by Tesla's flagship prototype that is currently being rolled out throughout the country. A combination of architectural precast, glass, and decorative metal panels are utilized to create a restrained modern expression that reflects the Tesla brand and related onsite offerings.

Vehicular access and deliveries: Vehicular access will be through two existing curb cuts along Skokie Boulevard. Both are shared with Lifetime Fitness with the appropriate cross access easements already in existence. The southern most curb cut, within the Subject Property, will remain a right-in / right-out movement but the existing "pork-chop" curb will need to be modified to allow car carriers to mount it for access. All car carrier and large truck deliveries will be accommodated on the Subject Property. No loading will occur on Skokie Boulevard.

Operations: The Tesla dealership will employ approximately 15 to 20 employees consisting of managers, sales personnel, and service technicians. The hours of operation for the dealership are 7am to 8pm, Monday through Saturday. The hours of operation for the service facility are 7am to 8pm, Monday through Saturday. When warranted by customer demand, a second service shift may be added which would end at 12am.

Zoning Approvals Sought: The Subject Property is currently zoned PUD, as approved by the Village of Northbrook on March 8, 2016 by Ordinance No. 2016-13, *An Ordinance Granting Special Permits for a Planned Development with a Floor Area Ratio No Greater than 0.66, a Physical Fitness Facility, a Child Care Facility, and Multiple Family Dwelling Units in the O-4 District (Life Time Fitness Mixed Use Development – 1000 Skokie Boulevard)*. The Special Permit for a Child Day Care Facility, which was proposed for the

Subject Property, has since expired. The following zoning approvals are being sought in conjunction with the proposed project:

(1) Amendment of the existing PUD to permit an automobile dealership and service facility and to increase the permitted FAR to 0.67
(2) Zoning Code text amendment to permit tandem parking stalls for motor vehicle dealers with open sales lots by exception in Section 11-5-5 E of the Northbrook Zoning Code
(3) Special permit for automotive sales with open sales lot
(4) Special permit for wall sign above 20' in height
(5) Special permit for wall signage in excess of 100 square feet
(6) Rear yard variation to reduce from 30' to 5' to accommodate proposed parking
(7) Variation to reduce the required number of loading spaces from 1 to 0
(8) Waiver of the Zoning Code requirement for parking garage ramps to not exceed 8% slope to allow a 15% slope
(9) Waiver of the foundation landscape distance requirement to less than 50%
(10) Exception to allow tandem parking
(11) Exception to reduce the minimum parking stall dimensions to 8'-6" x 18 for rooftop parking spaces for storage of motor vehicles
(12) Site plan approval

Attachment: A- Tesla - Applicant Submittal (6566 : A Resolution Approving a First Amendment to the Subdivision and Development Agreement

SITE SUMMARY - 1000 SKOKIE BLVD

Zoning	O4 - Boulevard Office District	
Maximum Height	**Required**	**Provided**
Feet	110'	40'
Stories	10	1
Minimum Lot Area and Dimensions	**Required**	**Provided**
Total Lot Area		
Planned Development	250,000sf	783,056*
Lot Width	300'	509'**
Lot Depth	NA	NA
Minimum Yard and Setbacks	**Required**	**Provided**
Front and Corner		
Yard	50'	50'
Setback	80'	>80'
Interior Side		
Yard	15'	15'
Setback	50'	>50'
Rear		
Yard	5'	5'
Setback	30'	30'
Maximum Floor Area Ratio	.66***	.67****
Maximum Lot Coverage (%)	NA	

Signage	Allowed	Provided
Total Sign Area	509sf	423sf
Individual Signs		
Wall	100sf/5%	160.67sf/<5%*****
Pylon	100sf/face	43.33sf/face
Maximum Height		
Wall	20'	35'-4"
Pylon	8'	10'
Pylon Sign Setback	6'	>6'

*Total PUD lot area including 177,681sf dealership lot area.
**Measured along Skokie Blvd frontage for lot dedicated to dealership only. Lot reduced to 278' along rear of property.
***Per PUD approval. Maximum 522,000 gsf on 783,056 sf lot. Maximum 43,000 sf for previously approved Child Care Facility.
**** Assuming 48,000 gsf dealership area.
*****One 'TESLA' sign on east facade exceeds 100sf.

FORT UNION FOCUS

STUDIO 222 ARCHITECTS

NEW CAR DEALERSHIP
NORTHBROOK, IL

PROJECT NUMBER: 17061

2022.11.23

Attachment: A- Tesla - Applicant Submittal (6566 : A Resolution Approving a First Amendment to the Subdivision and Development Agreement

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Conformity with Comprehensive Plan

The Applicant seeks the necessary zoning approvals in order to develop the Subject Property with an approximately 47,521 s.f. Tesla automobile sales, service, and distribution (SSD) facility. The Village of Northbrook Comprehensive Plan, dated December 14, 2010, classifies the Subject Property as Major Corridor Multi-Use (MU-MC). The MU-MC classification is "intended to provide areas to accommodate a mixture of higher density multi-family housing, retail, restaurant, business and professional offices, personal and business services, as well as entertainment, fitness, and religious and other membership organizations.

Additionally, the Comprehensive Plan includes the Subject Property in its Special Study Area of Skokie Boulevard. The Plan acknowledges that, "the Skokie Boulevard Corridor is comprised of a mixture of uses including offices, retail buildings, restaurants, nursing homes as well as significant areas prime for redevelopment." Land use goals to be encourage are: promoting the development of integrated commercial and mixed use developments that form a major "gateway" to the community and new development should be of an appropriate scale and site design. The special study area also encourages development that will have a positive impact on the Village and local taxing bodies and specifically encourages the consideration of selected incentives as a means to promote the attraction of new businesses along the corridor. Finally, it encourages the design of building facades, including those facing the Edens Expressway, that avoid the appearance of expansive, unadorned walls.

The proposed project conforms to the Village's Comprehensive Plan. It is a site that has been vacant for decades and is a prime redevelopment site. The development of a state-of-the-art sales, service, and distribution facility for a luxury automobile brand will generate significant sales tax revenue for the Village, along with creating jobs, and increasing the economic vitality of the Village's retail offerings. The dealership, visible from the Edens Expressway, will showcase a high-quality, appropriately-scaled building providing a key gateway to the Village.

Village of
Northbrook

ZONING CODE TEXT AMENDMENT WORKSHEET

[AMENDMENT OF MINIMUM PARKING REQUIREMENTS IN SEC. 9-104 OF ZONING CODE]

In addition to submitting the *Formal Application* form for a Zoning Code text amendment request, the Applicant must include the following information with your application. A Plan Commission public hearing for an application will not be scheduled until all required materials have been submitted and revised as necessary to meet Code requirements, as determined by Village staff. All of the required application materials must be submitted to the Department of Development & Planning Services.

The initial submittal MUST contain:

- ☑ **7 collated copies of complete sets** of all application materials including the application form, required attachments, and folded full size plat/plan sheets
- ☑ **1 electronic version (PDF)** of all application materials submitted in a format as described on the last page of the Formal Application form.

REQUIRED MATERIALS FOR SUBMISSION

☑ **Exact Wording of the Proposed Zoning Code Text Amendment**

Please provide the exact wording of the proposed Zoning Code Text Amendment in the below space (use additional paper if needed) and submit this form with the formal application.

Section 9-104 K: Tandem Parking for Vehicle Storage. In the case of automobile sales, service and delivery facilities, tandem parking spaces shall be permitted for the storage of automobiles when approved by exception. Such spaces shall be in excess of parking spaces that are otherwise required for the use.

☑ **Statement of Justification**

A written statement of the need and justification for the proposed text amendment is required. Please complete the use the space below (use additional paper if needed) and submit this form with the formal application.

Allowing tandem parking of vehicles being stored as inventory or vehicles being serviced allows for an efficient use of land without the need for drive aisles for vehicles which are not moved regularly. This allows for less non-permeable surface to be constructed.

Attachment: A- Tesla - Applicant Submittal (6566 : A Resolution Approving a First Amendment to the Subdivision and Development Agreement

Village of
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SPECIAL PERMIT WORKSHEET

In addition to submitting the *Formal Application* form for a special permit application, the Applicant must include the following information with your application. A public hearing for an application will not be scheduled until all required materials have been submitted and revised as necessary to meet Code requirements, as determined by Village staff. All of the required application materials must be submitted to the Department of Development & Planning Services.

The initial submittal MUST contain:

- ☑ **7 collated copies of complete sets** of all application materials including the application form, required attachments, and folded full size plat/plan sheets
- ☑ **1 electronic version (PDF)** of all application materials submitted in a format as described on the last page of the Formal Application form.

REQUIRED MATERIALS FOR SUBMISSION

- **Written Explanation of Application Request**
  Attach a written statement explaining the proposed application. This letter should include the following applicable items, as well as any other pertinent detailed information pertaining to the request: hours of operation, number of employees, number of existing parking spaces on site, if the building has multiple tenants please list what the other tenant businesses are, if any existing buildings are being demolished, will the site be reconfigured, and if there will there be any included outdoor activity or uses.

- **Standard Industrial Classification Number & Description**
  Include on the line provided below the SIC (Standard Industrial Classification) number and description for the requested Special Permit Use. This number and description can be found in the Village of Northbrook Zoning Code or by contacting the Development & Planning Department. Every use contains a related SIC number and description.
  SIC Number & Description: 9820.00 Planned Unit Development (Amendment)

- **Visual Representation of Special Permit Request**
  - ☐ **Applications without Site Improvements Include: Graphic Depiction of Application Request**
    Attach a graphic depiction of the following, as appropriate, to illustrate the proposed special permit being requested:
    - parking information (location of spaces in relation to use;)
    - general floor plan;
    - building elevations (if the exterior is to be modified);
    - proposed exterior signs.

  -or-

  - ☑ **Applications with Site Improvements Include: Site Plan Approval Worksheet Requirements**
    If the requested Special Use Permit application involves any site modifications (i.e. construction or renovation of any structure(s), addition or expansion of a parking lot, relocation of driveway(s), removal or addition of trees, etc.) the Applicant must also submit a **Site Plan Approval Worksheet**.

Attachment: A- Tesla - Applicant Submittal (6566 : A Resolution Approving a First Amendment to the Subdivision and Development Agreement

REQUIRED MATERIALS FOR SUBMISSION *(continued)*

- **Statement of Justification**

A written statement of need for the requested special permit is required. The statement should address each of the below Standards for Special Permit Applications established in Subsection 11-602 E of the Zoning Code and listed below. The staff, Plan Commission and Board of Trustees will use these standards in making a determination whether or not the proposed activity is appropriate. ***Please complete the below form (use additional paper if needed) and submit this form with the Formal Application. Please provide detailed responses for each item. Do not merely state for instance for Item (b) that "Our proposed project will not have substantial or undue adverse effect……" You must state what specifically about your project will not have undue adverse effect.***

(a) Code and Plan Purposes. The proposed use and development will be in harmony with the general and specific purposes for which this Code was enacted and for which the regulations of the district in question were established and with the general purpose and intent of the Official Comprehensive Plan.

See attached.

(b) No Undue Adverse Impact. The proposed use, drainage and development will not have a substantial or undue adverse effect upon adjacent property, the character of the area or the public health, safety and general welfare.

See attached.

(c) No Interference with Surrounding Development. The proposed use and development will be constructed, arranged and operated so as not to dominate the immediate vicinity or to interfere with the use and development of neighboring property in accordance with the applicable district regulations.

See attached.

(d) Adequate Public Facilities. The proposed use and development will be served adequately by essential public facilities and services such as streets, public utilities, drainage structures, police and fire protection, refuse disposal, parks, libraries, and schools, or the applicant will provide adequately for such services.

See attached.

(e) No Traffic Congestion. The proposed use and development will not cause undue traffic congestion nor draw significant amounts of traffic through residential streets.

See attached.

(f) No Destruction of Significant Features. The proposed use and development will not result in the destruction, loss or damage of natural, scenic or historic feature of significant importance.

See attached.

(g) Compliance with Standards. The proposed use and development complies with all additional standards imposed on it by the particular provision of this Code authorizing such use.

See attached.

Attachment: A- Tesla - Applicant Submittal (6566 : A Resolution Approving a First Amendment to the Subdivision and Development Agreement

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Statement of Justification for Special Permits

[Planned Development Amendment]

(a) Code and Plan Purposes. The proposed use and development will be in harmony with the general and specific purposes for which this Code was enacted and for which the regulations of the district in question were established and with the general purpose and intent of the Official Comprehensive Plan.

The proposed amendment of the planned development approval ordinances to permit an automobile sales, service and delivery facility ("SSD") and to increase the permitted FAR to .67 is in harmony with the general and specific purposes for which the Code was enacted and consistent with the general purpose and intent of the Comprehensive Plan. The Village of Northbrook Comprehensive Plan, dated December 14, 2010, classifies the Subject Property as Major Corridor Multi-Use (MU-MC). The MU-MC classification is "intended to provide areas to accommodate a mixture of higher density multi-family housing, retail, restaurant, business and professional offices, personal and business services, as well as entertainment, fitness, and religious and other membership organizations. The development is a use and of a scale consistent with the Comprehensive Plan recommendations.

(b) No Undue Adverse Impact. The proposed use, drainage and development will not have a substantial or undue adverse effect upon adjacent property, the character of the area or the public health, safety and general welfare.

The project is designed and will be constructed consistent with all required municipal and governmental approvals so that no substantial or undue adverse effects will result. The additional FAR is a minimal increase that will not have an adverse impact.

(c) No Interference with Surrounding Development. The proposed use and development will be constructed. arranged and operated so as not to dominate the immediate vicinity or to interfere with the use and development of neighboring property in accordance with the applicable district regulations.

The project is designed in such a way that respects the uses within the planned development. The project is of a size and scale that is appropriate for the location and size of the property so as to not interfere with surrounding development.

(d) Adequate Public Facilities. The proposed use and development will be served adequately by essential public facilities and services such as streets, public utilities, drainage structures, police and fire protection, refuse disposal, parks, libraries, and schools, or the applicant will provide adequately for such services.

The project design, including utilities and need for public services will be reviewed in conjunction with the approval process. The proposed use is adequately served by the existing essential public facilities and utilities and the development will not place an undue burden or demand on such utilities and services.

(e) **<u>No Traffic Congestion</u>. The proposed use and development will not cause undue traffic congestion nor draw significant amounts of traffic through residential streets.**

The development is designed so that no undue traffic congestion will be created.

(f) **<u>No Destruction of Significant Features</u>. The proposed use and development will not result in the destruction, loss or damage of natural, scenic or historic features of significant importance.**

There are no significant natural, scenic or historic features on the property.

(g) **<u>Compliance with Standards</u>. The proposed use and development complies with all additional standards imposed on it by the particular provision of this Code authorizing such use.**

The development will comply.

Attachment: A- Tesla - Applicant Submittal (6566 : A Resolution Approving a First Amendment to the Subdivision and Development Agreement

Village of
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SPECIAL PERMIT WORKSHEET

In addition to submitting the *Formal Application* form for a special permit application, the Applicant must include the following information with your application. A public hearing for an application will not be scheduled until all required materials have been submitted and revised as necessary to meet Code requirements, as determined by Village staff. All of the required application materials must be submitted to the Department of Development & Planning Services.

The initial submittal MUST contain:

- ☑ **7 collated copies of complete sets** of all application materials including the application form, required attachments, and folded full size plat/plan sheets
- ☑ **1 electronic version (PDF)** of all application materials submitted in a format as described on the last page of the Formal Application form.

REQUIRED MATERIALS FOR SUBMISSION

- **Written Explanation of Application Request**
  Attach a written statement explaining the proposed application. This letter should include the following applicable items, as well as any other pertinent detailed information pertaining to the request: hours of operation, number of employees, number of existing parking spaces on site, if the building has multiple tenants please list what the other tenant businesses are, if any existing buildings are being demolished, will the site be reconfigured, and if there will there be any included outdoor activity or uses.

- **Standard Industrial Classification Number & Description**
  Include on the line provided below the SIC (Standard Industrial Classification) number and description for the requested Special Permit Use. This number and description can be found in the Village of Northbrook Zoning Code or by contacting the Development & Planning Department. Every use contains a related SIC number and description.
  SIC Number & Description: 5510.02 Motor Vehicle Dealers (New & Used) With Open Sales Lots

- **Visual Representation of Special Permit Request**
  - ☐ **Applications without Site Improvements Include: Graphic Depiction of Application Request**
    Attach a graphic depiction of the following, as appropriate, to illustrate the proposed special permit being requested:
    - parking information (location of spaces in relation to use;)
    - general floor plan;
    - building elevations (if the exterior is to be modified);
    - proposed exterior signs.

  -or-

  - ☑ **Applications with Site Improvements Include: Site Plan Approval Worksheet Requirements**
    If the requested Special Use Permit application involves any site modifications (i.e. construction or renovation of any structure(s), addition or expansion of a parking lot, relocation of driveway(s), removal or addition of trees, etc.) the Applicant must also submit a **Site Plan Approval Worksheet**.

Attachment: A- Tesla - Applicant Submittal (6566 : A Resolution Approving a First Amendment to the Subdivision and Development Agreement

REQUIRED MATERIALS FOR SUBMISSION *(continued)*

- **Statement of Justification**

A written statement of need for the requested special permit is required. The statement should address each of the below Standards for Special Permit Applications established in Subsection 11-602 E of the Zoning Code and listed below. The staff, Plan Commission and Board of Trustees will use these standards in making a determination whether or not the proposed activity is appropriate. ***Please complete the below form (use additional paper if needed) and submit this form with the Formal Application. Please provide detailed responses for each item. Do not merely state for instance for Item (b) that "Our proposed project will not have substantial or undue adverse effect……" You must state what specifically about your project will not have undue adverse effect.***

(a) Code and Plan Purposes. The proposed use and development will be in harmony with the general and specific purposes for which this Code was enacted and for which the regulations of the district in question were established and with the general purpose and intent of the Official Comprehensive Plan.

See attached.

(b) No Undue Adverse Impact. The proposed use, drainage and development will not have a substantial or undue adverse effect upon adjacent property, the character of the area or the public health, safety and general welfare.

See attached.

(c) No Interference with Surrounding Development. The proposed use and development will be constructed, arranged and operated so as not to dominate the immediate vicinity or to interfere with the use and development of neighboring property in accordance with the applicable district regulations.

See attached.

(d) Adequate Public Facilities. The proposed use and development will be served adequately by essential public facilities and services such as streets, public utilities, drainage structures, police and fire protection, refuse disposal, parks, libraries, and schools, or the applicant will provide adequately for such services.

See attached.

(e) No Traffic Congestion. The proposed use and development will not cause undue traffic congestion nor draw significant amounts of traffic through residential streets.

See attached.

(f) No Destruction of Significant Features. The proposed use and development will not result in the destruction, loss or damage of natural, scenic or historic feature of significant importance.

See attached.

(g) Compliance with Standards. The proposed use and development complies with all additional standards imposed on it by the particular provision of this Code authorizing such use.

See attached.

Attachment: A- Tesla - Applicant Submittal (6566 : A Resolution Approving a First Amendment to the Subdivision and Development Agreement

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Statement of Justification for Special Permits

[Motor Vehicle Sales with Open Sales Lots]

(a) Code and Plan Purposes. The proposed use and development will be in harmony with the general and specific purposes for which this Code was enacted and for which the regulations of the district in question were established and with the general purpose and intent of the Official Comprehensive Plan.

To permit an automobile sales, service and delivery facility ("SSD") with open sales lots is in harmony with the general and specific purposes for which the Code was enacted and consistent with the general purpose and intent of the Comprehensive Plan. The Village of Northbrook Comprehensive Plan, dated December 14, 2010, classifies the Subject Property as Major Corridor Multi-Use (MU-MC). The MU-MC classification is "intended to provide areas to accommodate a mixture of higher density multi-family housing, retail, restaurant, business and professional offices, personal and business services, as well as entertainment, fitness, and religious and other membership organizations. The proposed SSD is a use and of a scale consistent with the Comprehensive Plan recommendations.

(b) No Undue Adverse Impact. The proposed use, drainage and development will not have a substantial or undue adverse effect upon adjacent property, the character of the area or the public health, safety and general welfare.

The project is designed and will be constructed consistent with all required municipal and governmental approvals so that no substantial or undue adverse effects will result. The SSD will be south of a fitness facility and adjacent to ComEd utility uses. It is buffered from any residential uses by landscaped areas and railroad tracks. Skokie Boulevard abuts the parcel on the east.

(c) No Interference with Surrounding Development. The proposed use and development will be constructed. arranged and operated so as not to dominate the immediate vicinity or to interfere with the use and development of neighboring property in accordance with the applicable district regulations.

The project is designed in such a way that respects the uses within the planned development. The project is of a size and scale that is appropriate for the location and size of the property so as to not interfere with surrounding development.

(d) Adequate Public Facilities. The proposed use and development will be served adequately by essential public facilities and services such as streets, public utilities, drainage structures, police and fire protection, refuse disposal, parks, libraries, and schools, or the applicant will provide adequately for such services.

The project design, including utilities and need for public services will be reviewed in conjunction with the approval process. The proposed use is adequately served by the existing

essential public facilities and utilities and the development will not place an undue burden or demand on such utilities and services.

(e) **<u>No Traffic Congestion</u>. The proposed use and development will not cause undue traffic congestion nor draw significant amounts of traffic through residential streets.**

The development is designed so that no undue traffic congestion will be created.

(f) **<u>No Destruction of Significant Features</u>. The proposed use and development will not result in the destruction, loss or damage of natural, scenic or historic features of significant importance.**

There are no significant natural, scenic or historic features on the property.

(g) **<u>Compliance with Standards</u>. The proposed use and development complies with all additional standards imposed on it by the particular provision of this Code authorizing such use.**

The development will comply.

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Village of
Northbrook

SPECIAL PERMIT WORKSHEET

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The initial submittal MUST contain:

- ☑ **7 collated copies of complete sets** of all application materials including the application form, required attachments, and folded full size plat/plan sheets
- ☑ **1 electronic version (PDF)** of all application materials submitted in a format as described on the last page of the Formal Application form.

REQUIRED MATERIALS FOR SUBMISSION

- **Written Explanation of Application Request**
  Attach a written statement explaining the proposed application. This letter should include the following applicable items, as well as any other pertinent detailed information pertaining to the request: hours of operation, number of employees, number of existing parking spaces on site, if the building has multiple tenants please list what the other tenant businesses are, if any existing buildings are being demolished, will the site be reconfigured, and if there will there be any included outdoor activity or uses.

- **Standard Industrial Classification Number & Description**
  Include on the line provided below the SIC (Standard Industrial Classification) number and description for the requested Special Permit Use. This number and description can be found in the Village of Northbrook Zoning Code or by contacting the Development & Planning Department. Every use contains a related SIC number and description.
  SIC Number & Description: 9966.00 (Signs in excess of height limits)

- **Visual Representation of Special Permit Request**
  - ☐ **Applications without Site Improvements Include: Graphic Depiction of Application Request**
    Attach a graphic depiction of the following, as appropriate, to illustrate the proposed special permit being requested:
    - parking information (location of spaces in relation to use;)
    - general floor plan;
    - building elevations (if the exterior is to be modified);
    - proposed exterior signs.

  -or-

  - ☑ **Applications with Site Improvements Include: Site Plan Approval Worksheet Requirements**
    If the requested Special Use Permit application involves any site modifications (i.e. construction or renovation of any structure(s), addition or expansion of a parking lot, relocation of driveway(s), removal or addition of trees, etc.) the Applicant must also submit a **Site Plan Approval Worksheet**.

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REQUIRED MATERIALS FOR SUBMISSION *(continued)*

- **Statement of Justification**

A written statement of need for the requested special permit is required. The statement should address each of the below Standards for Special Permit Applications established in Subsection 11-602 E of the Zoning Code and listed below. The staff, Plan Commission and Board of Trustees will use these standards in making a determination whether or not the proposed activity is appropriate. ***Please complete the below form (use additional paper if needed) and submit this form with the Formal Application. Please provide detailed responses for each item. Do not merely state for instance for Item (b) that "Our proposed project will not have substantial or undue adverse effect……" You must state what specifically about your project will not have undue adverse effect.***

(a) Code and Plan Purposes. The proposed use and development will be in harmony with the general and specific purposes for which this Code was enacted and for which the regulations of the district in question were established and with the general purpose and intent of the Official Comprehensive Plan.

See attached.

(b) No Undue Adverse Impact. The proposed use, drainage and development will not have a substantial or undue adverse effect upon adjacent property, the character of the area or the public health, safety and general welfare.

See attached.

(c) No Interference with Surrounding Development. The proposed use and development will be constructed, arranged and operated so as not to dominate the immediate vicinity or to interfere with the use and development of neighboring property in accordance with the applicable district regulations.

See attached.

(d) Adequate Public Facilities. The proposed use and development will be served adequately by essential public facilities and services such as streets, public utilities, drainage structures, police and fire protection, refuse disposal, parks, libraries, and schools, or the applicant will provide adequately for such services.

See attached.

(e) No Traffic Congestion. The proposed use and development will not cause undue traffic congestion nor draw significant amounts of traffic through residential streets.

See attached.

(f) No Destruction of Significant Features. The proposed use and development will not result in the destruction, loss or damage of natural, scenic or historic feature of significant importance.

See attached.

(g) Compliance with Standards. The proposed use and development complies with all additional standards imposed on it by the particular provision of this Code authorizing such use.

See attached.

Attachment: A- Tesla - Applicant Submittal (6566 : A Resolution Approving a First Amendment to the Subdivision and Development Agreement

Attachment: A- Tesla - Applicant Submittal (6566 : A Resolution Approving a First Amendment to the Subdivision and Development Agreement

Statement of Justification for Special Permits

[Wall Signs Above 20' In Height]

(a) Code and Plan Purposes. The proposed use and development will be in harmony with the general and specific purposes for which this Code was enacted and for which the regulations of the district in question were established and with the general purpose and intent of the Official Comprehensive Plan.

The proposed 95 square foot wall sign which is proposed to be installed at a height of 31'-10" on the south façade of the proposed development and the 44 square foot logo sign to be installed on the east Façade at a height of 22'-5" are in harmony with the general and specific purposes for which the Code was enacted and consistent with the general purpose and intent of the Comprehensive Plan. The Village of Northbrook Comprehensive Plan, dated December 14, 2010, classifies the Subject Property as Major Corridor Multi-Use (MU-MC). The MU-MC classification is "intended to provide areas to accommodate a mixture of higher density multi-family housing, retail, restaurant, business and professional offices, personal and business services, as well as entertainment, fitness, and religious and other membership organizations. The signage is visible from Skokie Boulevard and the Edens Expressway and will enhance the economic viability and visibility of the proposed development.

(b) No Undue Adverse Impact. The proposed use, drainage and development will not have a substantial or undue adverse effect upon adjacent property, the character of the area or the public health, safety and general welfare.

The project is designed and will be constructed consistent with all required municipal and governmental approvals so that no substantial or undue adverse effects will result. The signs are visible from Skokie Boulevard and the Edens and do not impact adjacent properties.

(c) No Interference with Surrounding Development. The proposed use and development will be constructed. arranged and operated so as not to dominate the immediate vicinity or to interfere with the use and development of neighboring property in accordance with the applicable district regulations.

The project is designed in such a way that respects the uses within the planned development. The project is of a size and scale that is appropriate for the location and size of the property so as to not interfere with surrounding development. The signage is appropriately scaled for the proposed use and will enhance the viability and visibility of the use without having an adverse impact on neighboring property.

(d) Adequate Public Facilities. The proposed use and development will be served adequately by essential public facilities and services such as streets, public utilities, drainage structures, police and fire protection, refuse disposal, parks, libraries, and schools, or the applicant will provide adequately for such services.

The project design, including utilities and need for public services will be reviewed in conjunction with the approval process. The proposed use is adequately served by the existing essential public facilities and utilities and the development will not place an undue burden or demand on such utilities and services.

(e) <u>No Traffic Congestion</u>. The proposed use and development will not cause undue traffic congestion nor draw significant amounts of traffic through residential streets.

The development is designed so that no undue traffic congestion will be created.

(f) <u>No Destruction of Significant Features</u>. The proposed use and development will not result in the destruction, loss or damage of natural, scenic or historic features of significant importance.

There are no significant natural, scenic or historic features on the property.

(g) <u>Compliance with Standards</u>. The proposed use and development complies with all additional standards imposed on it by the particular provision of this Code authorizing such use.

The development will comply.

Attachment: A- Tesla - Applicant Submittal (6566 : A Resolution Approving a First Amendment to the Subdivision and Development Agreement

Village of
Northbrook

SPECIAL PERMIT WORKSHEET

In addition to submitting the *Formal Application* form for a special permit application, the Applicant must include the following information with your application. A public hearing for an application will not be scheduled until all required materials have been submitted and revised as necessary to meet Code requirements, as determined by Village staff. All of the required application materials must be submitted to the Department of Development & Planning Services.

The initial submittal MUST contain:

- ☑ **7 collated copies of complete sets** of all application materials including the application form, required attachments, and folded full size plat/plan sheets
- ☑ **1 electronic version (PDF)** of all application materials submitted in a format as described on the last page of the Formal Application form.

REQUIRED MATERIALS FOR SUBMISSION

- **Written Explanation of Application Request**
  Attach a written statement explaining the proposed application. This letter should include the following applicable items, as well as any other pertinent detailed information pertaining to the request: hours of operation, number of employees, number of existing parking spaces on site, if the building has multiple tenants please list what the other tenant businesses are, if any existing buildings are being demolished, will the site be reconfigured, and if there will there be any included outdoor activity or uses.

- **Standard Industrial Classification Number & Description**
  Include on the line provided below the SIC (Standard Industrial Classification) number and description for the requested Special Permit Use. This number and description can be found in the Village of Northbrook Zoning Code or by contacting the Development & Planning Department. Every use contains a related SIC number and description.
  SIC Number & Description: 9969.00 (Wall sign in excess of 100 sq. ft.)

- **Visual Representation of Special Permit Request**
  - ☐ **Applications without Site Improvements Include: Graphic Depiction of Application Request**
    Attach a graphic depiction of the following, as appropriate, to illustrate the proposed special permit being requested:
    - parking information (location of spaces in relation to use;)
    - general floor plan;
    - building elevations (if the exterior is to be modified);
    - proposed exterior signs.

  -or-

  - ☑ **Applications with Site Improvements Include: Site Plan Approval Worksheet Requirements**
    If the requested Special Use Permit application involves any site modifications (i.e. construction or renovation of any structure(s), addition or expansion of a parking lot, relocation of driveway(s), removal or addition of trees, etc.) the Applicant must also submit a **Site Plan Approval Worksheet**.

Attachment: A- Tesla - Applicant Submittal (6566 : A Resolution Approving a First Amendment to the Subdivision and Development Agreement

REQUIRED MATERIALS FOR SUBMISSION *(continued)*

- **Statement of Justification**

A written statement of need for the requested special permit is required. The statement should address each of the below Standards for Special Permit Applications established in Subsection 11-602 E of the Zoning Code and listed below. The staff, Plan Commission and Board of Trustees will use these standards in making a determination whether or not the proposed activity is appropriate. ***Please complete the below form (use additional paper if needed) and submit this form with the Formal Application. Please provide detailed responses for each item. Do not merely state for instance for Item (b) that "Our proposed project will not have substantial or undue adverse effect……" You must state what specifically about your project will not have undue adverse effect.***

(a) Code and Plan Purposes. The proposed use and development will be in harmony with the general and specific purposes for which this Code was enacted and for which the regulations of the district in question were established and with the general purpose and intent of the Official Comprehensive Plan.

See attached.

(b) No Undue Adverse Impact. The proposed use, drainage and development will not have a substantial or undue adverse effect upon adjacent property, the character of the area or the public health, safety and general welfare.

See attached.

(c) No Interference with Surrounding Development. The proposed use and development will be constructed, arranged and operated so as not to dominate the immediate vicinity or to interfere with the use and development of neighboring property in accordance with the applicable district regulations.

See attached.

(d) Adequate Public Facilities. The proposed use and development will be served adequately by essential public facilities and services such as streets, public utilities, drainage structures, police and fire protection, refuse disposal, parks, libraries, and schools, or the applicant will provide adequately for such services.

See attached.

(e) No Traffic Congestion. The proposed use and development will not cause undue traffic congestion nor draw significant amounts of traffic through residential streets.

See attached.

(f) No Destruction of Significant Features. The proposed use and development will not result in the destruction, loss or damage of natural, scenic or historic feature of significant importance.

See attached.

(g) Compliance with Standards. The proposed use and development complies with all additional standards imposed on it by the particular provision of this Code authorizing such use.

See attached.

Attachment: A- Tesla - Applicant Submittal (6566 : A Resolution Approving a First Amendment to the Subdivision and Development Agreement

Attachment: A- Tesla - Applicant Submittal (6566 : A Resolution Approving a First Amendment to the Subdivision and Development Agreement

Statement of Justification for Special Permits

[Wall Sign In Excess of 100 SF]

(a) Code and Plan Purposes. The proposed use and development will be in harmony with the general and specific purposes for which this Code was enacted and for which the regulations of the district in question were established and with the general purpose and intent of the Official Comprehensive Plan.

The proposed 161 square foot wall sign on the east façade of the proposed development is in harmony with the general and specific purposes for which the Code was enacted and consistent with the general purpose and intent of the Comprehensive Plan. The Village of Northbrook Comprehensive Plan, dated December 14, 2010, classifies the Subject Property as Major Corridor Multi-Use (MU-MC). The MU-MC classification is "intended to provide areas to accommodate a mixture of higher density multi-family housing, retail, restaurant, business and professional offices, personal and business services, as well as entertainment, fitness, and religious and other membership organizations. The signage is visible from Skokie Boulevard and the Edens Expressway and will enhance the economic viability and visibility of the proposed development.

(b) No Undue Adverse Impact. The proposed use, drainage and development will not have a substantial or undue adverse effect upon adjacent property, the character of the area or the public health, safety and general welfare.

The project is designed and will be constructed consistent with all required municipal and governmental approvals so that no substantial or undue adverse effects will result. The larger sign on the east façade facing Skokie Boulevard and the Edens does not impact adjacent properties.

(c) No Interference with Surrounding Development. The proposed use and development will be constructed. arranged and operated so as not to dominate the immediate vicinity or to interfere with the use and development of neighboring property in accordance with the applicable district regulations.

The project is designed in such a way that respects the uses within the planned development. The project is of a size and scale that is appropriate for the location and size of the property so as to not interfere with surrounding development. The signage is appropriately scaled for the proposed use and will enhance the viability and visibility of the use without having an adverse impact on neighboring property.

(d) Adequate Public Facilities. The proposed use and development will be served adequately by essential public facilities and services such as streets, public utilities, drainage structures, police and fire protection, refuse disposal, parks, libraries, and schools, or the applicant will provide adequately for such services.

The project design, including utilities and need for public services will be reviewed in conjunction with the approval process. The proposed use is adequately served by the existing essential public facilities and utilities and the development will not place an undue burden or demand on such utilities and services.

(e) <u>No Traffic Congestion</u>. The proposed use and development will not cause undue traffic congestion nor draw significant amounts of traffic through residential streets.

The development is designed so that no undue traffic congestion will be created.

(f) <u>No Destruction of Significant Features</u>. The proposed use and development will not result in the destruction, loss or damage of natural, scenic or historic features of significant importance.

There are no significant natural, scenic or historic features on the property.

(g) <u>Compliance with Standards</u>. The proposed use and development complies with all additional standards imposed on it by the particular provision of this Code authorizing such use.

The development will comply.

Attachment: A- Tesla - Applicant Submittal (6566 : A Resolution Approving a First Amendment to the Subdivision and Development Agreement

Village of
Northbrook

ZONING VARIATION WORKSHEET [REAR YARD VARIATION FROM 30' TO

In addition to submitting the *Plan Commission Application* form **for a zoning variation in conjunction with a special permit, subdivision, or rezoning application**, the Applicant must include the following information with your application. A Plan Commission public hearing for an application will not be scheduled until all required materials have been submitted and revised as necessary to meet Code requirements, as determined by Village staff. All of the required application materials must be submitted to the Department of Development & Planning Services.

The initial submittal MUST contain:

- ☑ **7 collated copies of complete sets** of all application materials including the application form, required attachments, and folded full size plat/plan sheets
- ☑ **1 electronic version (PDF)** of all application materials submitted in a format as described on the last page of the Formal Application form.

REQUIRED MATERIALS FOR SUBMISSION

☑ **Describe Variation Being Requested:**

to reduce the rear yard (west) requirement from 30 feet to 5 feet to accommodate parking.

☑ **Statement of Justification**

Every application filed pursuant to Section 11-503 of the Zoning Code shall provide a statement of how the variation sought would satisfy the standards set forth in Subsection 11-503 F of this Code. The staff, Plan Commission and Board of Trustees will use these standards in making a determination whether or not the proposed variation is appropriate. Please complete the below form (use additional paper if needed) and submit this form with the formal application.

(a) General Standard. No variation of the Zoning Code shall be granted unless the applicant shall establish that carrying out the strict letter of the provisions of Zoning Code would create a particular hardship or a practical difficulty. Such a showing shall require proof that the variation being sought satisfies each of the standards set forth below.

See attached.

(b) Unique Physical Condition. The subject property is exceptional as compared to other lots subject to the same provision by reason of a unique physical condition, including presence of an existing use, structure or sign, whether conforming or nonconforming; irregular or substandard shape or size; exceptional topographical features; or other extraordinary physical conditions peculiar to and inherent in the subject property that amount to more than a mere inconvenience to the owner and that relate to or arise out of the lot rather than the personal situation of the current owner of the lot.

See attached.

(c) Not Self-Created. The aforesaid unique physical condition is not the result of any action or inaction of the owner or his predecessors in title and existed at the time of the enactment of the provisions from which a variation is sought or was created by natural forces or was the result of governmental action, other than the adoption of the Zoning Code, for which no compensation was paid.

See attached.

OVER-

Attachment: A- Tesla - Applicant Submittal (6566 : A Resolution Approving a First Amendment to the Subdivision and Development Agreement

(d) Denied Substantial Rights. The carrying out of the strict letter of the provision from which a variation is sought would deprive the owner of the subject property of substantial rights commonly enjoyed by owners of other lots subject to the same provision.

See attached.

(e) Not Merely Special Privilege. The alleged hardship or difficulty is not merely the inability of the owner or occupant to enjoy some special privilege or additional right not available to owners or occupants of other lots subject to the same provision, nor merely an inability to make more money from the sale of the subject property; provided, however, that where the standards herein set out exist, the existence of an economic hardship shall not be a prerequisite to the grant of an authorized variation.

See attached.

(f) Code and Plan Purposes. The variation would not result in a use or development of the subject property that would not be in harmony with the general and specific purposes for which the Zoning Code and the provision from which a variation is sought were enacted or the general purpose and intent of the Official Comprehensive Plan.

See attached.

(g) Essential Character of the Area. The variation would not result in a use or development on the subject property that:

1. Would be materially detrimental to the public welfare or materially injurious to the enjoyment, use, development value of property or improvements permitted in the vicinity;
2. Would materially impair an adequate supply of light and air to the properties and improvements in the vicinity;
3. Would substantially increase congestion in the public streets due to traffic or parking;
4. Would unduly increase the danger of flood or fire;
5. Would unduly tax public utilities and facilities in the area; or
6. Would endanger the public health or safety.

See attached.

COMPLIANCE WITH VILLAGE REGULATIONS

All applications will be reviewed to determine compliance with the following Village codes and regulations:

- Zoning Code
- Subdivision & Development Code
- Standards and Specifications Manual
- Tree Protection and Tree Preservation Ordinance
- Existing Conditions
- Restrictive Covenants
- Development Agreements
- All other applicable Village codes and regulations

The applicant is responsible for ensuring a submitted application includes all of the necessary submittal requirements and meets all applicable standards and requirements of the Village codes.

Village Departments Involved with the Review of Community Planning Applications

- Development & Planning Services
- Fire
- Police
- Public Works/Engineering
- Village Attorney

Attachment: A- Tesla - Applicant Submittal (6566 : A Resolution Approving a First Amendment to the Subdivision and Development Agreement

Attachment: A- Tesla - Applicant Submittal (6566 : A Resolution Approving a First Amendment to the Subdivision and Development Agreement

Statement of Justification

Zoning Variation

[Rear Yard (west) Reduction From 30 feet to 5 feet to accommodate parking

(a) **General Standard. No variation of the Zoning Code shall be granted unless the applicant shall establish that carrying out the strict letter of the provisions of Zoning Code would create a particular hardship or a practical difficulty. Such a showing shall require proof that the variation being sought satisfies each of the standards set forth below.**

The variation being sought impacts a small portion of the property, at the rear of the building, adjacent to the ComEd utility property and parking. Carrying out the strict letter of the Zoning Code would create a particular hardship or practical difficulty as it would reduce necessary parking.

(b) **Unique Physical Condition. The subject property is exceptional as compared to other lots subject to the same provision by reason of a unique physical condition, including presence of an existing use, structure or sign. whether conforming or nonconforming; irregular or substandard shape or size; exceptional topographical features; or other extraordinary physical conditions peculiar to and inherent in the subject property that amount to more than a mere inconvenience to the owner and that relate to or arise out of the lot rather than the personal situation of the current owner of the lot.**

The subject parcel is a part of a larger planned development that created this lot in its current configuration. It abuts ComEd utility property on the west whereby a setback is not necessary.

(c) **Not Self-Created. The aforesaid unique physical condition is not the result of any action or inaction of the owner or his predecessors in title and existed at the time of the enactment of the provisions from which a variation is sought or was created by natural forces or was the result of governmental action, other than the adoption of the Zoning Code, for which no compensation was paid.**

The unique condition was not self-created by the Applicant.

(d) **Denied Substantial Rights. The carrying out of the strict letter of the provision from which a variation is sought would deprive the owner of the subject property of substantial rights commonly enjoyed by owners of other lots subject to the same provision.**

Reducing parking in order to meet the setback requirement would reduce parking that is desired for the development with no commensurate benefit if the setback requirement was met. The subject area is directly adjacent to the ComEd utility property.

Attachment: A- Tesla - Applicant Submittal (6566 : A Resolution Approving a First Amendment to the Subdivision and Development Agreement

(e) **<u>Not Merely Special Privilege</u>. The alleged hardship or difficulty is not merely the inability of the owner or occupant to enjoy some special privilege or additional right not available to owners or occupants of other lots subject to the same provision, nor merely an inability to make more money from the sale of the subject property; provided, however, that where the standards herein set out exist, the existence of an economic hardship shall not be a prerequisite to the grant of an authorized variation.**

The imposition of the setback standard would create an economic hardship by reducing parking needed for the development.

(f) **<u>Code and Plan Purposes</u>. The variation would not result in a use or development of the subject property that would not be in harmony with the general and specific purposes for which the Zoning Code and the provision from which a variation is sought were enacted or the general purpose and intent of the Official Comprehensive Plan.**

The variation would allow a development to be constructed that is consistent with the general purpose of the Zoning Code and Comprehensive Plan in that it would allow the development to provide ample parking that enhances the viability of the development.

(g) **<u>Essential Character of the Area</u>. The variation would not result in a use or development on the subject property that:**

1. **Would be materially detrimental to the public welfare or materially injurious to the enjoyment, use, development value of property or improvements permitted in the vicinity;**
2. **Would materially impair an adequate supply of light and air to the properties and improvements in the vicinity;**
3. **Would substantially increase congestion in the public streets due to traffic or parking;**
4. **Would unduly increase the danger of flood or fire;**
5. **Would unduly tax public utilities and facilities in the area; or**
6. **Would endanger the public health or safety.**

The variation would not result in a development that would implicate any of the above standards. The variation would allow the development to provide necessary parking located in the area adjacent to the ComEd property.

Village of
Northbrook

ZONING VARIATION WORKSHEET REDUCE LOADING AREA FROM 1 TO

In addition to submitting the *Plan Commission Application* form **for a zoning variation in conjunction with a special permit, subdivision, or rezoning application**, the Applicant must include the following information with your application. A Plan Commission public hearing for an application will not be scheduled until all required materials have been submitted and revised as necessary to meet Code requirements, as determined by Village staff. All of the required application materials must be submitted to the Department of Development & Planning Services.

The initial submittal MUST contain:

- ☑ **7 collated copies of complete sets** of all application materials including the application form, required attachments, and folded full size plat/plan sheets
- ☑ **1 electronic version (PDF)** of all application materials submitted in a format as described on the last page of the Formal Application form.

REQUIRED MATERIALS FOR SUBMISSION

☑ **Describe Variation Being Requested:**

to reduce the loading area requirement from 1 to 0 to accommodate parking.

☑ **Statement of Justification**

Every application filed pursuant to Section 11-503 of the Zoning Code shall provide a statement of how the variation sought would satisfy the standards set forth in Subsection 11-503 F of this Code. The staff, Plan Commission and Board of Trustees will use these standards in making a determination whether or not the proposed variation is appropriate. Please complete the below form (use additional paper if needed) and submit this form with the formal application.

(a) General Standard. No variation of the Zoning Code shall be granted unless the applicant shall establish that carrying out the strict letter of the provisions of Zoning Code would create a particular hardship or a practical difficulty. Such a showing shall require proof that the variation being sought satisfies each of the standards set forth below.

See attached.

(b) Unique Physical Condition. The subject property is exceptional as compared to other lots subject to the same provision by reason of a unique physical condition, including presence of an existing use, structure or sign, whether conforming or nonconforming; irregular or substandard shape or size; exceptional topographical features; or other extraordinary physical conditions peculiar to and inherent in the subject property that amount to more than a mere inconvenience to the owner and that relate to or arise out of the lot rather than the personal situation of the current owner of the lot.

See attached.

(c) Not Self-Created. The aforesaid unique physical condition is not the result of any action or inaction of the owner or his predecessors in title and existed at the time of the enactment of the provisions from which a variation is sought or was created by natural forces or was the result of governmental action, other than the adoption of the Zoning Code, for which no compensation was paid.

See attached.

OVER-

Attachment: A- Tesla - Applicant Submittal (6566 : A Resolution Approving a First Amendment to the Subdivision and Development Agreement

(d) Denied Substantial Rights. The carrying out of the strict letter of the provision from which a variation is sought would deprive the owner of the subject property of substantial rights commonly enjoyed by owners of other lots subject to the same provision.

See attached.

(e) Not Merely Special Privilege. The alleged hardship or difficulty is not merely the inability of the owner or occupant to enjoy some special privilege or additional right not available to owners or occupants of other lots subject to the same provision, nor merely an inability to make more money from the sale of the subject property; provided, however, that where the standards herein set out exist, the existence of an economic hardship shall not be a prerequisite to the grant of an authorized variation.

See attached.

(f) Code and Plan Purposes. The variation would not result in a use or development of the subject property that would not be in harmony with the general and specific purposes for which the Zoning Code and the provision from which a variation is sought were enacted or the general purpose and intent of the Official Comprehensive Plan.

See attached.

(g) Essential Character of the Area. The variation would not result in a use or development on the subject property that:

1. Would be materially detrimental to the public welfare or materially injurious to the enjoyment, use, development value of property or improvements permitted in the vicinity;
2. Would materially impair an adequate supply of light and air to the properties and improvements in the vicinity;
3. Would substantially increase congestion in the public streets due to traffic or parking;
4. Would unduly increase the danger of flood or fire;
5. Would unduly tax public utilities and facilities in the area; or
6. Would endanger the public health or safety.

See attached.

COMPLIANCE WITH VILLAGE REGULATIONS

All applications will be reviewed to determine compliance with the following Village codes and regulations:

- Zoning Code
- Subdivision & Development Code
- Standards and Specifications Manual
- Tree Protection and Tree Preservation Ordinance
- Existing Conditions
- Restrictive Covenants
- Development Agreements
- All other applicable Village codes and regulations

The applicant is responsible for ensuring a submitted application includes all of the necessary submittal requirements and meets all applicable standards and requirements of the Village codes.

Village Departments Involved with the Review of Community Planning Applications

- Development & Planning Services
- Fire
- Police
- Public Works/Engineering
- Village Attorney

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Statement of Justification

Zoning Variation

[Variation to Reduce Number of Loading Spaces From 1 to 0]

(a) **General Standard. No variation of the Zoning Code shall be granted unless the applicant shall establish that carrying out the strict letter of the provisions of Zoning Code would create a particular hardship or a practical difficulty. Such a showing shall require proof that the variation being sought satisfies each of the standards set forth below.**

While the applicant seeks to eliminate the requirement of a loading space, functionally ample loading area to serve the proposed use is being provided. Carrying out the strict letter of the Zoning Code would create a particular hardship or practical difficulty as it would reduce necessary parking.

(b) **Unique Physical Condition. The subject property is exceptional as compared to other lots subject to the same provision by reason of a unique physical condition, including presence of an existing use, structure or sign. whether conforming or nonconforming; irregular or substandard shape or size; exceptional topographical features; or other extraordinary physical conditions peculiar to and inherent in the subject property that amount to more than a mere inconvenience to the owner and that relate to or arise out of the lot rather than the personal situation of the current owner of the lot.**

The subject parcel is a part of a larger planned development that created this lot in its current configuration. It abuts ComEd utility property on the west and south. Loading and unloading can occur in the rear access drive aisle that is not utilized for customer parking access.

(c) **Not Self-Created. The aforesaid unique physical condition is not the result of any action or inaction of the owner or his predecessors in title and existed at the time of the enactment of the provisions from which a variation is sought or was created by natural forces or was the result of governmental action, other than the adoption of the Zoning Code, for which no compensation was paid.**

The unique condition was not self-created by the Applicant.

(d) **Denied Substantial Rights. The carrying out of the strict letter of the provision from which a variation is sought would deprive the owner of the subject property of substantial rights commonly enjoyed by owners of other lots subject to the same provision.**

Requiring the establishment of a code-compliant loading space would reduce parking that is desired for the development with no commensurate benefit in that loading is still

able to be accomplished safely and without negatively impacting site circulation or the creation of traffic hazards. The subject area is directly adjacent to the ComEd utility property.

(e) **Not Merely Special Privilege. The alleged hardship or difficulty is not merely the inability of the owner or occupant to enjoy some special privilege or additional right not available to owners or occupants of other lots subject to the same provision, nor merely an inability to make more money from the sale of the subject property; provided, however, that where the standards herein set out exist, the existence of an economic hardship shall not be a prerequisite to the grant of an authorized variation.**

The imposition of the loading area requirement would create an economic hardship by reducing parking needed for the development.

(f) **Code and Plan Purposes. The variation would not result in a use or development of the subject property that would not be in harmony with the general and specific purposes for which the Zoning Code and the provision from which a variation is sought were enacted or the general purpose and intent of the Official Comprehensive Plan.**

The variation would allow a development to be constructed that is consistent with the general purpose of the Zoning Code and Comprehensive Plan in that it would allow the development to provide ample parking that enhances the viability of the development.

(g) **Essential Character of the Area. The variation would not result in a use or development on the subject property that:**

1. **Would be materially detrimental to the public welfare or materially injurious to the enjoyment, use, development value of property or improvements permitted in the vicinity;**
2. **Would materially impair an adequate supply of light and air to the properties and improvements in the vicinity;**
3. **Would substantially increase congestion in the public streets due to traffic or parking;**
4. **Would unduly increase the danger of flood or fire;**
5. **Would unduly tax public utilities and facilities in the area; or**
6. **Would endanger the public health or safety.**

The variation would not result in a development that would implicate any of the above standards. The variation would allow the development to provide necessary parking located in the area adjacent to the ComEd property.

Attachment: A- Tesla - Applicant Submittal (6566 : A Resolution Approving a First Amendment to the Subdivision and Development Agreement

Attachment: A- Tesla - Applicant Submittal (6566 : A Resolution Approving a First Amendment to the Subdivision and Development Agreement

Village of Northbrook

1000 Skokie SSD, LLC (the "Applicant")
1000-1200 Skokie Boulevard

EXCEPTIONS TO THE ZONING CODE REQUIREMENTS IN CONJUNCTION WITH A PLANNED DEVELOPMENT APPLICATION

1. Exception to allow tandem parking:

a) Consistent With Code and Plan Purposes. The proposed exception will be in harmony with the general and specific purposes for which this Code was enacted and for which the regulations of the district in question were established and with the general purpose and intent of the Official Comprehensive Plan.

The Village of Northbrook Comprehensive Plan, dated December 14, 2010, classifies the Subject Property as Major Corridor Multi-Use (MU-MC). The MU-MC classification is "intended to provide areas to accommodate a mixture of higher density multi-family housing, retail, restaurant, business and professional offices, personal and business services, as well as entertainment, fitness, and religious and other membership organizations.

Additionally, the Comprehensive Plan includes the Subject Property in its Special Study Area of Skokie Boulevard. The Plan acknowledges that, "the Skokie Boulevard Corridor is comprised of a mixture of uses including offices, retail buildings, restaurants, nursing homes as well as significant areas prime for redevelopment." Land use goals to be encourage are: promoting the development of integrated commercial and mixed use developments that form a major "gateway" to the community and new development should be of an appropriate scale and site design. The special study area also encourages development that will have a positive impact on the Village and local taxing bodies and specifically encourages the consideration of selected incentives as a means to promote the attraction of new businesses along the corridor. While the Comprehensive Plan did not cite the Village Green Residential and Commercial (VGRC) District as the applicable zoning district, the VGRC District had not yet been created at the time of the adoption of the Comprehensive Plan. The MU-MC land use classification does acknowledge that "a new zoning district may need to be created to accommodate the redevelopment of certain MU-MC areas." The reduced lot area per dwelling unit requirement in the VGRC District is appropriate for multiple family residential developments to permit the necessary density to maintain the viability of projects such as the proposed. Increased density in proximity to public transit and the Village's downtown area will maintain the vibrancy of the Village, providing for a more diverse housing stock and options for current and future Village residents.

b) No Undue Adverse Impact. The proposed exception will not have a substantial or undue adverse effect upon adjacent property, the character of the area or the public health, safety and general welfare.

The exception will not have a substantial or undue adverse impact. Tandem parking will only be permitted for vehicles being stored for the SD use, and not for customer or employee parking.

Attachment: A- Tesla - Applicant Submittal (6566 : A Resolution Approving a First Amendment to the Subdivision and Development Agreement

c) Compatible with Surrounding Area. The proposed exception will be constructed, arranged and operated so as not to dominate the immediate vicinity or to interfere with the use and development of neighboring property in accordance with the applicable district regulations.

The tandem parking areas are screened and buffered and will not interfere with the use and development of neighboring property.

d) Adequate Public Facilities. The proposed exception will be served adequately by essential public facilities and services such as streets, public utilities, drainage structures, police and fire protection, refuse disposal, parks, libraries, and schools, or the applicant will provide adequately for such services.

The project can be accommodated by existing essential facilities and services. The project has been reviewed by the Fire and Police Dept. The development will meet all codes relative to sanitary and stormwater needs.

e) No Traffic Congestion. The proposed exception will not cause undue traffic congestion nor draw significant amounts of traffic through residential streets.

The project will not cause undue traffic congestion nor draw significant amounts of traffic through residential streets.

f) No Destruction of Significant Features. The proposed exception will not result in the destruction, loss or damage of natural, scenic or historic feature of significant importance.

There are no natural, scenic or historic features of significant importance.

g) Compliance with Standards. The proposed exception otherwise complies with all additional standards imposed on it by the particular provision of this Code.

Except for the zoning relief sought as part of the overall development approvals, the project otherwise complies with all additional standards.

h) Quality Design & Construction. The proposed exception demonstrates high quality design and uses construction materials and colors that are compatible with other structures on the property and other properties in the vicinity.

The buildings demonstrate high quality design, quality building materials and architecture that is compatible with the appearance and scale of the vicinity.

2. Exception to reduce parking stall dimensions from 9' x 20' to 9' x 18' for customer parking and to 8'-6' x 18' for car storage spaces:

a) Consistent With Code and Plan Purposes. The proposed exception will be in harmony with the general and specific purposes for which this Code was enacted and for which the regulations of the district in question were established and with the general purpose and intent of the Official Comprehensive Plan.

Attachment: A- Tesla - Applicant Submittal (6566 : A Resolution Approving a First Amendment to the Subdivision and Development Agreement

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Additionally, the Comprehensive Plan includes the Subject Property in its Special Study Area of Skokie Boulevard. The Plan acknowledges that, "the Skokie Boulevard Corridor is comprised of a mixture of uses including offices, retail buildings, restaurants, nursing homes as well as significant areas prime for redevelopment." Land use goals to be encourage are: promoting the development of integrated commercial and mixed use developments that form a major "gateway" to the community and new development should be of an appropriate scale and site design. The special study area also encourages development that will have a positive impact on the Village and local taxing bodies and specifically encourages the consideration of selected incentives as a means to promote the attraction of new businesses along the corridor. While the Comprehensive Plan did not cite the Village Green Residential and Commercial (VGRC) District as the applicable zoning district, the VGRC District had not yet been created at the time of the adoption of the Comprehensive Plan. The MU-MC land use classification does acknowledge that "a new zoning district may need to be created to accommodate the redevelopment of certain MU-MC areas." The reduced lot area per dwelling unit requirement in the VGRC District is appropriate for multiple family residential developments to permit the necessary density to maintain the viability of projects such as the proposed. Increased density in proximity to public transit and the Village's downtown area will maintain the vibrancy of the Village, providing for a more diverse housing stock and options for current and future Village residents.

b) No Undue Adverse Impact. The proposed exception will not have a substantial or undue adverse effect upon adjacent property, the character of the area or the public health, safety and general welfare.

The exceptions will not have a substantial or undue adverse impact. The parking spaces proposed for customer parking are of ample size to permit safe parking of vehicles efficiently. Drive aisles are wide enough to ensure that vehicles can turn in and out of spaces safely. As to the reduced stall space for stored vehicles, those will not be moved on a regular basis and will only be driven by SSD staff.

c) Compatible with Surrounding Area. The proposed exception will be constructed, arranged and operated so as not to dominate the immediate vicinity or to interfere with the use and development of neighboring property in accordance with the applicable district regulations.

The exceptions sought will have no impact on the neighboring properties.

d) Adequate Public Facilities. The proposed exception will be served adequately by essential public facilities and services such as streets, public utilities, drainage structures, police and fire protection, refuse disposal, parks, libraries, and schools, or the applicant will provide adequately for such services.

The project can be accommodated by existing essential facilities and services. The project has been reviewed by the Fire and Police Dept. The development will meet all codes relative to sanitary and stormwater needs.

e) No Traffic Congestion. The proposed exception will not cause undue traffic congestion nor draw significant amounts of traffic through residential streets.

The project will not cause undue traffic congestion nor draw significant amounts of traffic through residential streets.

f) No Destruction of Significant Features. The proposed exception will not result in the destruction, loss or damage of natural, scenic or historic feature of significant importance.

There are no natural, scenic or historic features of significant importance.

g) Compliance with Standards. The proposed exception otherwise complies with all additional standards imposed on it by the particular provision of this Code.

Except for the zoning relief sought as part of the overall development approvals, the project otherwise complies with all additional standards.

h) Quality Design & Construction. The proposed exception demonstrates high quality design and uses construction materials and colors that are compatible with other structures on the property and other properties in the vicinity.

The buildings demonstrate high quality design, quality building materials and architecture that is compatible with the appearance and scale of the vicinity.

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Village of
Northbrook

SITE PLAN APPROVAL WORKSHEET

In addition to submitting the *Formal Application* form for a site plan application, the Applicant must include the following information with your application. A Plan Commission public hearing for an application will not be scheduled until all required materials have been submitted and revised as necessary to meet Code requirements, as determined by Village staff. All of the required application materials must be submitted to the Department of Development & Planning Services.

The initial submittal MUST contain:

- ☑ **7 collated copies of complete sets** of all application materials including the application form, required attachments, and folded full size plat/plan sheets
- ☑ **1 electronic version (PDF)** of all application materials submitted in a format as described on the last page of the Formal Application form.

REQUIRED MATERIALS FOR SUBMISSION

☑ **Written Explanation of Application Request**

Attach a written statement explaining the proposal for which approval is being sought and of the existing zoning classification, use and development of the subject property. The scope and detail of such description shall be appropriate to the subject matter of the application, with special emphasis on those matters likely to be affected or impacted by the approval being sought in the application.

☑ **Graphic Depiction of Existing Conditions**

A proposed set of plans depicting the existing conditions of the site must be submitted with the application. The plans should include such items as:

- Existing Site Conditions and Topography
- Tree Survey and Protection Plan
- Location of water bodies and courses, wetlands, marshes and special flood hazard areas and floodways on or within 100 feet of the Subject Property
- Existing drainage structures and patterns
- Existing water, sewer, gas, electric, telephone and cable communications lines and easements
- Soil Conditions as they affect development
- Existing structures on the Subject Property (specify location, use, size, and height)

☑ **Proposed Plans**

A proposed set of plans pursuant to Article 11 Section 604 of the Zoning Code must be provided to illustrate the proposed Special Permit activity. The plans must include such items as:

- Proposed Site Plan Depicting:
  - location of proposed structures in relation to required setbacks and yards (specify location, use, size, FAR, GFA, net floor area, height, and building coverage)
  - where relevant, the number and size of dwelling units, by unit type and number of bedrooms
  - location of parking and loading area dimensions (including sizes of spaces, angles, and aisle widths) in relation to setbacks and yards
  - location of any proposed signs and fences
  - description of the calculation method utilized in computing all required statistics shown
  - location, designation and total area of all usable open space
- Vehicular and Pedestrian Circulation Plan (a traffic study may be necessary as well)
- Proposed Landscape Plan showing location, size and species of all trees, shrubs and other plant material
- Proposed Floor Plans for any proposed buildings.
- Proposed Building Elevations (include any proposed signs that appear on the facades)
- Proposed Exterior Lighting Plan with Fixture Details and Photometrics

OVER →

Attachment: A- Tesla - Applicant Submittal (6566 : A Resolution Approving a First Amendment to the Subdivision and Development Agreement

DOCKET REVIEW CHECKLIST – REVIEW #1
VILLAGE OF NORTHBROOK – DEVELOPMENT & PLANNING DEPT.
DOCKET NO.: PCD-23-01, 1200 Skokie Blvd, Tesla DATE OF REVIEW: 1/10/23
(Amend Previous PUD and SUP Approval for Automotive Sales with Outdoor Parking and SUP for Signs)
STAFF REVIEWER: Kohlstedt ESCROW ACCOUNT: BPZ-23-01

ZONING CODE COMPLIANCE

(A/B) MEETS PURPOSE AND ALLOWED USES OF O-4 ZONING DISTRICT

A/B1 Approved subject to the Board approving the following necessary zoning and subdivision relief. The below identified items, are the relief requested by the Applicant and identified by staff to date; there may be additional items following the review of more detailed revised plans. Also, there are blanks as there was insufficient information for some of the items:

a) Amendments to Previously Approved Planned Development Documents; inclusive of request to increase FAR from 0.66 to 0.67
b) Zoning Code Text Amendment to Allow Tandem Parking Stalls for Motor Vehicle Dealers with Open Sales Lots by Exception in Section 11-505 E of the Northbrook Zoning Code
c) Special Permit for Automotive Sales with Open Sales Lot
d) Special Permit for Wall Sign Above 20' in Height
e) Special Permit for Wall Signage in Excess of 100 square feet
f) Rear yard variation to reduce from 30' to 5' to accommodate proposed parking
g) Variation to reduce the required number of loading spaces from 1 to 0;
h) Waiver of the Zoning Code Requirement for parking garage ramps to not exceed 8% slope to allow a 15% slope;
i) Waiver of the Foundation Landscape Distance requirement to less than 50%;
j) Exception to allow tandem parking
k) Site Plan Approval

(C) BULK, SPACE, YARD REQUIREMENTS

C1 Maximum Height –Approved
a)

C2 Minimum Lot Area and Dimensions –Approved
a)

C3 Minimum Yards & Setbacks – Not Approved
a) Requires a Rear Yard Variation to reduce from 30' to 5' for the rear parking drive aisle and spaces

***Applicant Response*: The Applicant will modify the application materials accordingly.**

C4 Maximum Floor Area Ratio – Requires Relief
a) Applicant is requesting to amend previously approved documents to increase the FAR from 0.66 to 0.67 to accommodate the proposed dealership structure

C5 Maximum Lot Coverage – Not Applicable

C6 Maximum Building Coverage - – Not Applicable

Each item is either **– Not Applicable – Approved – Not Approved – Approved with Conditions**

Attachment: B - Tesla - Applicant Response to Staff Comments (6566 : A Resolution Approving a First Amendment to the Subdivision and

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(F) OFF-STREET PARKING

F1 Location –Approved

F2 Design & Maintenance –Requires Relief

a) Applicant is requesting a waiver to allow a parking garage ramp slope in excess of 8% with a proposed 15% ramp slope.
b) Amend 11-505 E. to allow tandem parking by exception

***Applicant Response*: The Applicant will modify the application materials accordingly.**

F3 Landbanking of Required Parking Spaces – Requires Relief

a) Applicant is installing some of the landbanked parking spaces. Note that additional designated landbanked spaces within the PD are not being paved.

***Applicant Response*: The Applicant will work with Village Staff to address the manner in which the existing Landbanking Covenant should be modified to conform to the proposed development. Lifetime is requesting the ability to construct the remaining landbanked parking spaces at its cost/convenience in the future.**

F4 Required Spaces by Land Use –Approved

F5 Required Handicapped Spaces –Not Approved

a) 4 ADA spaces are provided; however based upon construction of 373 parking stalls, 8 ADA spaces are required. Provide the additional ADA spaces. Fewer ADA spaces may be required if a floor plan or written response states how many service bays the building will have.

***Applicant Response*: Although a total of 373 parking spaces are being provided for the SSD, 162 are used exclusively for vehicle storage, and 82 are existing parking spaces for which accessible parking has already been accounted for as part of the Lifetime development. That leaves 129 parking spaces which require 5 ADA spaces, and those 5 ADA spaces can be accommodated and will be included in the plans submitted for Final Approval.**

(G) OFF- STREET LOADING (ARTICLE IX, PART I-B, SECTION 9-105)

G1. Location – Requires Relief

a) Applicant is proposing a designated loading area and loading plan for car deliveries; however, the design does not meet the requirements of the required loading space.

G2. Screening – Requires Relief

a) Variation required

G3. Design & Dimensions –Not Approved

a) Variation required

***Applicant Response*: The Applicant will modify the application materials to address the relief needed for the loading area.**

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(H) SIGNS (ARTICLE IX, I-C)

H1. Colors –Approved
H2. Functional Types –Approved
H3. Structural Types –Approved
H4. Number of Signs Per Lot –Approved
H5. Maximum Total Sign Area Per Lot –Approved
H6. Maximum Sign Area Per Sign – Requires Relief
a) Special permit required for wall sign in excess of 100 square feet

***Applicant Response*: The Applicant will modify the application materials accordingly.**

H7. Sign Height – Requires Relief
a) Special permit required for all wall signs in excess of 20' in height

***Applicant Response*: The Applicant will modify the application materials accordingly.**

H8. Setback –Approved
H9. Illumination –Approved
9-101. D. 16) Exterior Lighting. Any permitted accessory lighting fixtures shall be so designed, arranged and operated as to prevent direct rays of light from being cast onto any adjacent property or street and so as not to produce excessive sky-reflected glare. Except for street lights, no exterior light in or adjacent to any residential district shall be so designed, arranged or operated to produce an intensity of light exceeding one-half foot candle at any residential lot line.

(I) BUFFERS AND LANDSCAPING REQUIREMENTS (ARTICLE IX, I-D)

I1. Foundation Landscaping – Requires Relief
a) Waiver of the Foundation Landscaping Requirement to reduce the distance to less than 50%

***Applicant Response*: The Applicant will modify the application materials accordingly.**

I2. Parking Lots & Garages — Approved with Conditions
a) How tall is the parapet wall around the roof top parking? It must be a minimum of 5' tall.

***Applicant Response*: The parapet wall is 5'-6" tall.**

I3. Loading Spaces – Requires Relief
a) Variation being requested

***Applicant Response*: The Applicant will modify the application materials accordingly.**

I4. Perimeter Landscaped Open Space –Approved
I5. Special Protective Requirements for Non-Dwelling Uses Abutting Residential Use – Not Applicable

I6. Rooftop Mechanical Equipment –Not Approved

a) Will there be roof top mechanical? If so, state how it will be screened.

***Applicant Response*: The rooftop mechanical equipment will be fully screened by the 5'-6" parapet.**

I7. Residential Recreational Facilities – Not Applicable
I8. Refuse Containers, Outdoor Storage –Approved
I9. Screening and Landscaping within Sight Triangles – Not Applicable
I10. Fences & Walls – Not Applicable

SUBDIVISION & DEVELOPMENT CODE COMPLIANCE

(A) General Standards

A1. Implementation of Official Comprehensive Plan –Approved
A2. Lot Standards– Not Applicable
A3. Block Standards– Not Applicable
A4. Easement Standards– Not Applicable
A5. Public Land Dedication/Contribution Standards– Not Applicable

(E) Common Facilities

E1. Subdivision & Development Entrance Signs– Not Applicable
E2. Common Landscape Areas– Not Applicable
E3. Common Fencing & Screening – Not Applicable
E4. Common Recreational Facilities– Not Applicable
E5. Standards for Establishment of Associations–Not Approved

a) We need letters from all parties of the Redevelopment Agreement in place for this development before the application could be considered for final action. The application materials submitted included signatures from Lifetime Fitness, but we need letters consenting to the project from Finger Company and Spirit.

***Applicant Response*: The Applicant will provide consents from Finger Company and Spirit.**

Attachment: B - Tesla - Applicant Response to Staff Comments (6566 : A Resolution Approving a First Amendment to the Subdivision and

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STAFF REVIEWER: Kohlstedt ESCROW ACCOUNT: BPZ-23-01

PREVIOUS APPROVALS

A. Restrictive Covenants– Not Applicable – Approved – Not Approved

1) As Tesla may require less parking than the childcare facility, staff should determine if the Landbanking Covenant is still necessary. If it is, the Landbanking Covenant will need to be Amended to transfer to Tesla and update the parking calculations. The Landbanking Covenant was Amended pursuant to Resolution 2021-25 when Spirit Realty acquired Lot 2. (Note: This would be the Second Amended and Restated Landbanking Restrictive Covenant.)

***Applicant Response*: The Applicant will work with Village Staff and the Village Attorney in this regard.**

B. Special Permits— Approved with Conditions

1. Ordinance 2016-13 – Ordinance 2016-13 granted the Special Permits for the Mixed Use Planned Development. This Ordinance will need to be amended to allow the use of the Property for the car dealership.
2. Ordinance 2016-62 - Ordinance 2016-62 granted Final Plan Approval for the Planned Development. This Ordinance will need to be amended to allow for an amendment to the Final Plan. Further, all the obligations under this ordinance should be transferred to Tesla. Tesla should be required to execute an Unconditional Agreement and Consent. (Note: This was done for Spirit Realty in Resolution 2021-25 but no amendment was needed to the PUD as the use did not change).

***Applicant Response*: The Applicant will work with Village Staff and the Village Attorney in this regard.**

C. Plat/Subdivision Agreements–Approved with Conditions

1. Section 4 of the RDA states that the Property can only be developed and used as a Fitness Facility, Residential Facility and Childcare Facility. The RDA will need to be amended to allow the use of the Property for the car dealership. Further, the RDA contains provisions such as allocation of gross floor areas and parking restrictions that may need to be updated.

***Applicant Response*: The Applicant will work with Village Staff and the Village Attorney in this regard.**

DOCUMENTS REVIEWED:
Materials submitted January 10, 2023

Attachment: B - Tesla - Applicant Response to Staff Comments (6566 : A Resolution Approving a First Amendment to the Subdivision and

Attachment: B - Tesla - Applicant Response to Staff Comments (6566 : A Resolution Approving a First Amendment to the Subdivision and

Village of Northbrook

Review 1	Engineering Review / Response 1000 SKOKIE BLVD	Engineering Reviewer: Jack Bielak 847-664-4124 Jim.Baxa@Northbrook.il.us

Engineering Review Status
Plan Date:

Instructions:

A. *Return this sheet with the revised drawings/documents to the Permit Coordinators @ the Village Hall.*
B. *The design professional must include on each new drawing: their seal, signature, date of signing and date of license expiration. Or, if Index of Drawings is provided on Title Sheet, just that sheet may be signed and sealed*
C. *Identify all drawing revisions with a bubble.*
D. *The design professional must indicate the location of each revision (sheet/detail number) & respond to every comment in the spaces provided below; do not submit a separate response letter, use this form.*
E. *Any revisions that are in addition to the review comments must be bubbled and explained in a separate narrative.*

Questions concerning these Review Comments should be directed to the Development & Planning Services Department at 847/664-4050.

Engineering Review Comments

1. General Comment - These comments need to be addressed as part of the plan review process but can move forward to a public hearing to review the concept of the development by acknowledging how they will be completed.

2. Comment - Cover Sheet - 1. Cover Sheet
Please resubmit the engineering plan set to contain the following separate plan sheets and provide an Index on the cover sheet:
Cover Sheet
General Notes and Pavement Sections
Existing Conditions and Demolition Plan
Paving/Geometric Plan
Grading Plan
Utility Plan
Soil & Erosion Plan
Construction Detail Sheet

The standard Drainage Certificate with the Design Engineer signature needs to be included on the cover sheet.

Provide a benchmark with and description and elevation referencing NGVD '29 datum.

The plan must be signed and sealed by a licensed State of Illinois Professional Engineer

Provide a location map referencing the Village's sanitary sewer route from the proposed site to the MWRD interceptor. Response: All required sheets and information will be included on the Final Engineering Plan set.

3. Comment - Soil Condition - Site was previously part of a larger development. Please provide information regarding condition of the soil and potential contamination onsite.
Response: All previous Environmental permits/approvals are valid and such documentation will be provided in connection with permit.

4. Comment - Liquid Interceptor - Illinois Plumbing Code Section 890-520 Gasoline, Oil and Flammable Liquids; the proposed inlet located in the parking garage to be connected to the sanitary sewer and filtered through a gas and oil interceptor. Please use the following web link for addition information:
http://www.ilga.gov/commission/jcar/admincode/077/077008900E05200R.html
Response: The required basin will be included in the Plumbing Plans for permit.

5. Comment - To prevent migration of soil into aggregate base in permeable paver system, a geotextile fabric will be required around the perimeter of the system (sides/bottom).
If it is determined there is contaminated soils on site, a PVC liner will be required around the perimeter of the system. Response: All required permeable paver design and details will be included on the Final Engineering Plan set.

6. Comment - Stormwater Detention - This project is a revision to the original development plans for the property. Please confirm the original stormwater detention and volume control was build per plan through the review of as-built records. Response: Record Drawings including volume calculations for as-built detention and volume control have been approved by both Village of Northbrook and MWRD.

7. Comment - Valve Vault - Valve Vault for water service should be moved out of storm detention system.
Provide top of pipe elevation compared to bottom of stormwater detention system.
How is the connection being made to the existing water system?
Response: The proposed Valve & Vault will be located out of the limits of the paver system on the Final Engineering Plan. The bottom of system = FG-4.75' while proposed water service top of pipe = FG-6'. The 6" service for this lot was previously installed with pressure connection/valve to main along Skokie Blvd and valve/box at end of stub; after shutting valve at main, the existing valve/box will be removed and pipe installed to building.

8. Comment - Siamese Connection - Depict the fire department siamese connection. Should be within 100 feet of a fire hydrant. Response: The proposed FD connection to be located on the front of the building will be indicated on the Final Engineering Plan.

9. Comment - Drainage - Add information regarding pipe material/slope for roof drain.
Provide utility crossing information along with underdrain information for permeable pavers and connection to storm system. Response: Complete design and details for the proposed storm sewer improvements including roof drain and underdrain will be included on the Final Engineering Plan set.

10. Comment - Drainage Arrows - Please provide information regarding site/ Parking lot grading to ensure site is draining properly.
Please provide a separate exhibit for the accessible parking ramps showing proper grading per ADA standards. Response: Complete design and details for the proposed grading and drainage improvements including ADA grading will be included on the Final Engineering Plan set.

End of Review Comments

Attachment: B - Tesla - Applicant Response to Staff Comments (6566 : A Resolution Approving a First Amendment to the Subdivision and

The Design Professional is to complete the following:

Frances Fazio, P.E.

Date: 01/30/2023

Print Name *Signature*

Document1

Attachment: B - Tesla - Applicant Response to Staff Comments (6566 : A Resolution Approving a First Amendment to the Subdivision and

Northbrook Fire Department - Docket Review Checklist
Address: 1000 Skokie – Tesla Dealership
Docket Number:PCD23-01 Date of Review: January 25, 2023

FIRE CODE COMPLIANCE	NOT APPLICABLE	APPROVED	NOT APPROVED	APPROVED W/CONDITION	TO BE REVIEWED WITH BUILDING PERMIT
Previous or Existing Occupancy Classification		X			
New Occupancy Classification		X			
Existing Compliant Fire Protection		X			
Existing Deficient Life Safety or Fire Protection					
Required to be brought up to full compliance with current codes					X
Site Access/Emergency Vehicle Access		X			
• Fire Lane		X			
Fire hydrants		X			
Fire Protection: • Sprinkler					X
• Alarm					X
• Wet Chemical					X
• Special suppression or detection	X				
Egress/ • Signage					X
• Travel distance					X
• Emergency lighting					X
Fire Extinguishers					X
Knox box					X
Elevator compliance required • Recall					X
• Width					X
Standpipe/Hose Stations Required	X				

Review Time: _1.5___ hours

Attachment: B - Tesla - Applicant Response to Staff Comments (6566 : A Resolution Approving a First Amendment to the Subdivision and

Address: 1000 Skokie – Tesla Dealership
Docket Number: PCD23-01 Date of Review: January 25, 2023

Reference Comments:

Applicant Response: All reference comments will be addressed and complie with at the time of Final Approval.

1. Plans and specifications for the installation / modification of the automatic sprinkler system shall be submitted for review and approval. Provide automatic sprinkler contractor shop drawings for review. Indicate all new or modified existing pipe routing, material catalog cut sheets, and hydraulic calculations (as required by NFPA 13). *IBC Section 106, IFC Section 903.1 NFPA 13 Section 14*

   The proposed drawing does not illustrate the location of the required fire department connections. The fire department connection must be oriented to the front side of the building. *A two-hour rated fire room must be constructed with an outside entrance and accessibility to the inside of the building as noted.*
   - *All occupancies shall provide the following:*
   - *Sprinkler and fire pump rooms. 2-hour fire rated enclosure with an automatic fire suppression system with both an outside door at grade and inside door access. Municipal Ordinance 302.1.1.8, IFC Section 913.6*

2. Fire alarm contractor shop drawings must be submitted for review with the final application. Shop drawings shall indicate all fire alarm devices, wiring diagram, point-to-point wiring, material catalog cut sheets, battery back up calculations, and voltage drop calculations. *IFC Section 907.1.1 NFPA 72 4.4.4.2, 4.5.1, Chapter 14*

3. Provide a drawing indicating the fire extinguisher size, type, and layout/placement for review and comment with the final submittal *IFC Section 906*

4. Fire hydrants shall be installed so that any portion of the property will not be further than one hundred and fifty (150) feet from a fire hydrant. Fire hydrants shall be provided so as to provide the required fire flows to structures as described in the "Fire Suppression Rating Schedule," latest edition, published by the Insurance Service Office. Additionally the fire department connection shall be located not greater than 100 feet from a fire hydrant and be located on the east facing side of the building.

5. An emergency key box (Knox Box) shall be provided for the facility. The key box system provides fire suppression personnel with access to the buildings utility areas (sprinkler, electrical and mechanical rooms, etc.) The key box shall be mounted at a height no higher than 60". AFF, by the main entrance or as directed by the fire department. The key box will be used by the fire service personnel for emergency access only. This Knox box shall be monitored by the fire alarm system.

Attachment: B - Tesla - Applicant Response to Staff Comments (6566 : A Resolution Approving a First Amendment to the Subdivision and

6. If you are to provide a diesel fueled generator you will need to comply with the following requirements of Northbrook amendment to 2018 IFC section 5704.2.9

    - An above-ground tank may be used for the purpose of storing and dispensing Class II or IIIA liquids used to fuel the operation of an emergency generator system, provided that: a. b. c. the above-ground tank has a fuel storage capacity of not more than 2,000 gallons; the above-ground tank is located in compliance with Section 5704.2.9.6.1 and is located not less than 100 feet from any adjoining property line and not less than 25 feet from any building or structure; and the above-ground tank is equipped with secondary containment in accordance with Section 5704.2 and Section 5704.2.9.6.4 that provides capacity in the amount of no less than 150 percent of the capacity of the above-ground tank; and

Based on the information provided the plans are **"CONDITIONALLY APPROVED"**.

Sincerely,

Kevin Frangiamore
Fire Marshal
Northbrook Fire Department

Attachment: B - Tesla - Applicant Response to Staff Comments (6566 : A Resolution Approving a First Amendment to the Subdivision and

Manhard CONSULTING

Civil Engineering
Surveying
Water Resources Management
Construction Management
Landscape Architecture
Land Planning

January 30, 2023

Mr. Mark Cacioppo
Village of Northbrook

RE: PLAN COMMISSION DOCKET PCD-23-01
1000 SKOKIE BOULEVARD
NORTHBROOK, ILLINOIS

Dear Mr. Cacioppo,

In response to your Tree Preservation Review 1 Memo dated January 20, 2023, we offer the following in **bold**:

1. Use Village details for Tree Planting, shrub planting, Parking island with structural soil and tree planter/limited space planting with structural soil.
   RESPONSE: All required details will be included on the Final Landscape Plan set for permit.

2. Replace 4 New Horizon elms next to building with narrow crown/fastigate trees. An example is 'Emerald City or 'Arnold" tulip tree.
   RESPONSE: The proposed elm trees will be revised as requested on the Final Landscape Plan for permit.

If you have any questions or need any additional information, please contact us.

Yours Truly,
MANHARD CONSULTING

Fran Fazio, P.E.
Vice President

Attachment: B - Tesla - Applicant Response to Staff Comments (6566 : A Resolution Approving a First Amendment to the Subdivision and

MEMORANDUM
VILLAGE OF NORTHBROOK
DEVELOPMENT AND PLANNING SERVICES DEPARTMENT

TO: MICHAELA KOHLSTEDT, DIRECTOR OF DPS

FROM: TESSA MURRAY, SUSTAINABILITY COORDINATOR

DATE: JANUARY 24, 2023

SUBJECT: PCD-23-01: 1200 SKOKIE BLVD. - TESLA - SUSTAINABILITY COMMENTS

Northbrook's Climate Action Plan (CAP) calls to foster sustainability and reduce 80% of community-wide carbon emissions by 2050 through strategic planning and action item implementation. With CAP adoption, development proposals are reviewed with respect to best environmental practices. Below are Climate Action Plan items generated from the first review of the Applicant's proposed project.

Items noted in italics are referencing what the Applicant has stated that they intend to include in the development. Underlined statements are recommended for further alignment with Northbrook's Climate Action Plan goals.

(1) TRANSPORTATION AND LAND USE

1A: Work with the Village to address barriers, educate, and encourage electric vehicles towards the CAP goal of increased adoption in Northbrook. Help to disseminate information on federal, state, and utility incentives available.

Applicant proposes 8 EV charging ports according to Roof Parking Plan. Applicant should confirm whether electric vehicle charging stations will be available for public use.

Applicant Response: *The electric vehicle charging stations shown on the plans are not for public use. They are intended for Tesla staff to utilize for inventory and service vehicles. Tesla wants to use this facility specifically for Sales, Service and Delivery and therefore does not want to promote customer dwell time, hence no public chargers will be provided. EV chargers are present in the Village of Northbrook and in other nearby locations. Tesla has committed to working with the Village of Northbrook to explore community outreach initiatives that would advance education and infrastructure improvements related to electric vehicles.*

(2) BUILDING AND ENERGY

2A: Allow safe passage of birds through intentional site design. Exterior lighting should have Dark Sky compliance with features such as down shielding or hooded lanterns, motion sensing or dimming features, and warm white LEDs with CCT at 3000 K or lower. Consider window glass that minimizes bird disorientation.

According to Ground Level and Ramp and Roof Photometrics, fixtures proposed are not Dark-Sky compliant because 4000K CCT are used. Applicant should consider revising Photometrics plan to use fixtures with 3000K CCT or lower.

Attachment: B - Tesla - Applicant Response to Staff Comments (6566 : A Resolution Approving a First Amendment to the Subdivision and

Applicant Response*: The applicant intends to install LED site lighting with shielding to meet the Village's site lighting ordinance. 3000k CCT or lower lamps will be specified with the caveat that it is the applicant's intent to match the existing site lighting within the Planned Development (LifeTime Fitness) in order to maintain a consistent aesthetic. While the proposed building has limited glass, the applicant will specify glass, or glass patterning, that deters bird strikes.*

2B: Confirm if solar panel and energy storage systems are to be featured in the business showroom and if so, work with the Village towards CAP goals of increased renewable energy generation and resilience in Northbrook. Collaborate with community groups to disseminate information on federal, state, and utility incentives available.

Applicant Response*: Tesla's lease contemplates utilizing this location for energy products, but it is currently unclear how much of the showroom will be dedicated to these products.*

2C: Consider inclusion of renewable energy installation to offset all or a percentage of building carbon footprint. Work with C-PACE, the Illinois Power Agency Adjustable Block Program, or similar for incentives.

Applicant Response*: The proposed development timeline and budget do not align with an onsite renewable energy installation.*

2D: Strive for zero on-site fossil fuel combustion using electric HVAC and water heating such as heatpumps.

Applicant Response: *The applicant will exclude fossil fuel combustion from the development assuming there is readily available ComEd capacity, and the equipment is not subject to ongoing supply chain issues.*

2E: Work with ComEd Energy Efficiency or similar programs for incentives to advance items such as high efficiency HVAC, building envelope, Energy Star appliances, and insulating windows with U-factors at .30 or lower. Strive for 100% LED interior and exterior lighting.

Applicant Response: *The applicant will explore energy efficiency options through the ComEd Energy Efficiency program. The modeling provided through this program will help guide design choices related to the building envelopment and mechanical systems. The applicant will strive for 100% LED interior and exterior lighting.*

2F: Prioritize sustainable materials throughout development, considering pavements, structural components, utility services, appliances, and finishes. This includes maximizing recycled content, domestic production, and lower embodied carbon costs of materials. When possible, commit to warm mix asphalt and low or zero-VOC paints.

Applicant Response: *The applicant will prioritize sustainable and domestic materials. Zero-VOC paints will be utilized. Warm mix asphalt will be utilized assuming it is seasonally available.*

Attachment: B - Tesla - Applicant Response to Staff Comments (6566 : A Resolution Approving a First Amendment to the Subdivision and

(3) WATER AND WASTEWATER

3A: Control runoff with combination overland flow, detention, and infiltration strategies (for example, permeable pavers).

Applicant proposes a quarter acre of permeable pavers in parking lot. Signage should be considered to educate and promote benefits of such green infrastructure features.

Applicant Response: *The majority of the subject site's storm water management was installed previously as part of the larger LifeTime Fitness development. Existing bioswales, underground storage, flow control, and water quality management systems are already in place. The Applicant will be providing permeable pavers in portion of the parking lot. A sign denoting the bioswale and permeable pavers will be installed by the applicant.*

3B: Utilize WaterSense and low-flow water fixtures where applicable.

Applicant Response: *The applicant will request that Tesla specify WaterSense and/or low-flow fixtures where applicable.*

3C: If irrigation installation is included in landscaping design, utilize moisture-sensing technology for water conservation.

Applicant Response: *If landscape irrigation is installed, the applicant will utilize an irrigation controller that tracks precipitation and weather conditions to avoid overwatering and excessive runoff.*

(4) GREENSPACE AND TREE CANOPY

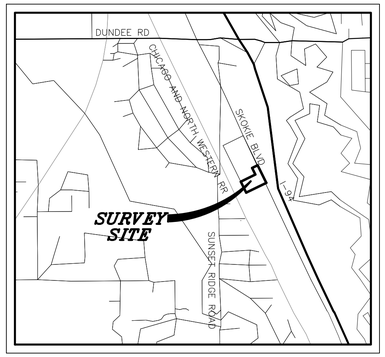
4A: Prioritize native and climate-hardy trees, shrubs, and perennials: strive for at least 70% native plant species included in landscape plans. For natural stormwater absorption, prioritize native plant groundcovers as an alternative to turfgrass.

Only 30% of species included in the Plant Schedule proposed by the Applicant are native or native cultivars. Applicant should consider replacing shrubs and ornamental grasses with native alternatives (for example, native hydrangeas and bluestem and/or blue grama grasses).

Applicant Response: *For all new plantings, the applicant will prioritize the selection of native plants and climate-hardy trees, shrubs, and perennials. The applicant will endeavor to have Tesla enter into a landscape management service contract that aligns with the stated goals above.*

Attachment: B - Tesla - Applicant Response to Staff Comments (6566 : A Resolution Approving a First Amendment to the Subdivision and

BOUNDARY AND TOPOGRAPHIC SURVEY



LOCATION MAP

NOT TO SCALE

SURVEY PREPARED FOR

FOCUS
100 S. WACKER DRIVE, SUITE 2100
CHICAGO, ILLINOIS 60606

EASEMENT NOTE

THE SURVEYED PROPERTY IS SUBJECT TO DECLARATION OF EASEMENTS AND COVENANTS DECEMBER 19, 2016 AS DOCUMENT NUMBER 1635422072 WHICH CONTAINS MULTIPLE PLOTTABLE AND NON-PLOTTABLE EASEMENTS AND RESTRICTIONS WHICH INCLUDE, BUT ARE NOT LIMITED TO THE FOLLOWING: (SEE DOCUMENT AND SHEET 2 FOR PARTICULARS)

1. EASEMENT FOR UTILITY FACILITIES WHICH HAS BEEN SHOWN HEREON. SAID EASEMENT INCLUDES UNDERGROUND DETENTION, WHICH DOES NOT MATCH FINAL ENGINEERING PLANS OR WHAT WAS CONSTRUCTED.
2. EASEMENT OVER ACCESS FACILITIES. EASEMENT FOR PEDESTRIAN, VEHICULAR AND OTHER APPROPRIATE ACCESS TO AND FROM SUCH PARTY IMPROVEMENTS OVER ACCESS DRIVE AND LIMITED ACCESS DRIVE
3. LANDSCAPE EASEMENT. EASEMENT FOR PROJECT LANDSCAPING AND LIMITED LANDSCAPING
4. MONUMENT SIGN. EASEMENT FOR ERECTION, MAINTENANCE, REPAIR AND REPLACEMENT OF SIGN PANELS ON THE MONUMENT SIGN.
5. OPERATOR RIGHT AND LICENSE TO ENTER UPON THE UTILITY FACILITIES AND LANDSCAPING AS MAY BE NECESSARY TO PERFORM OBLIGATION SET FORTH IN SAID DECLARATION.
6. LOT 2, LIFETIME FITNESS PARCEL, GRANTS PARKING EASEMENT AND PASSAGE EASEMENT OVER LOT 2 FOR BENEFIT OF LOT 3.
7. LOT 3 GRANTS PARKING EASEMENT AND PASSAGE EASEMENT OVER LOT 3 FOR BENEFIT OF LOT 2.
8. USE RESTRICTIONS AS SET FORTH IN DECLARATION
9. DESIGN RESTRICTIONS. NO BUILDING EXCEPT RESIDENTIAL AND LIFETIME MAY BE OVER 1 STORY WITHOUT APPROVAL.
10. ALLOWABLE BUILDING AREA
11. RESTRICTIONS ON STAGING DURING CONSTRUCTION.

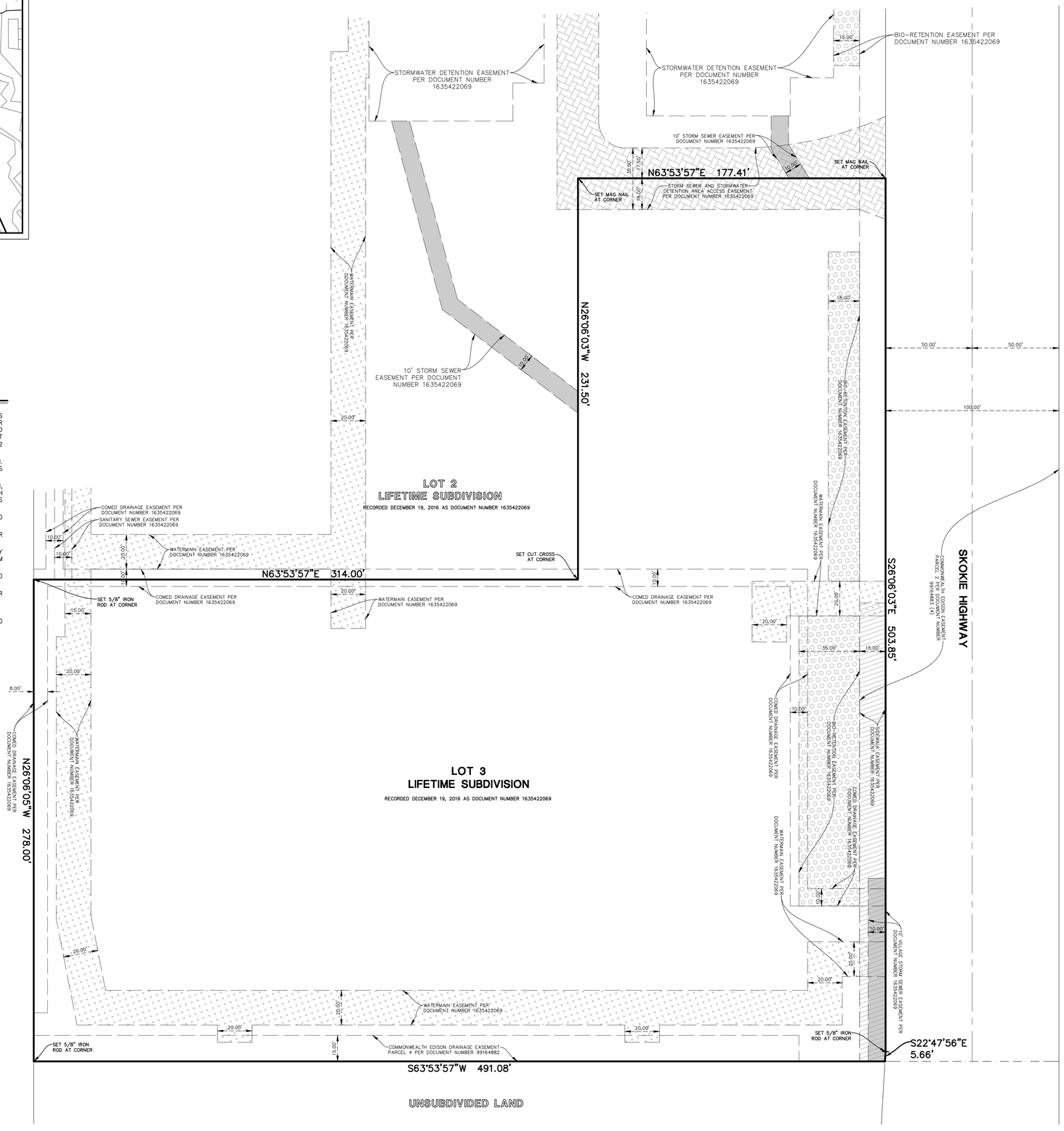
BENCHMARKS

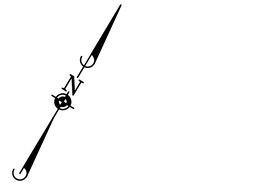
SOURCE BENCHMARK: (NGS MONUMENT AJ2845)
METAL ROD LOCATED APPROXIMATELY 25 EAST OF THE CENTERLINE OF SKOKIE BOULEVARD AND APPROXIMATELY 0.43 MILES NORTH OF CENTRAL AVENUE, MORE PARTICULARLY LOCATED APPROXIMATELY 60 FEET SOUTH OF THE CENTERLINE OF FIELDS BWM DEALER ENTRANCE.
STATE PLANE COORDINATES, IL EAST ZONE-2011 ADJUSTMENT (GROUND):
NORTHING: 1983551.93
EASTING: 1135813.23

ELEVATION= 624.97 DATUM: NAVD88

SITE BENCHMARK NO. 4:
SQUARE CUT IN THE CONCRETE BASE OF A BOLLARD AT THE SOUTHEAST CORNER OF CONCRETE PAD FOR ELECTRIC TOWER LOCATED APPROXIMATELY 560 FEET WEST OF THE CENTERLINE OF SKOKIE BOULEVARD AND APPROXIMATELY 400 FEET NORTH OF THE NORTH SIDE OF THE COMED SUB STATION
ELEVATION= 633.13 DATUM: NAVD88

SITE BENCHMARK NO. 11:
CUT CROSS IN CONCRETE ISLAND OF RIGHT-IN/RIGHT-OUT ENTRANCE. MORE PARTICULARLY LOCATED APPROXIMATELY 35 FEET WESTERLY OF THE CENTERLINE OF SKOKIE BOULEVARD AND APPROXIMATELY 30 FEET NORTH OF THE SOUTH PROPERTY LINE OF LOT 3 IN LIFETIME SUBDIVISION.
ELEVATION= 631.66 DATUM: NAVD88





GRAPHIC SCALE

30 0 15 30 60 120

(IN FEET)
1 inch = 30 ft.

BASIS OF BEARINGS

COORDINATES AND BEARINGS ARE BASED UPON THE FINAL PLAT OF LIFETIME SUBDIVISION RECORDED AS DOCUMENT NUMBER 1635422069

LEGAL DESCRIPTION

LOT 3 IN LIFETIME SUBDIVISION, BEING A SUBDIVISION OF THAT PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER AND THAT PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED DECEMBER 19, 2016 AS DOCUMENT NUMBER 1635422069 IN COOK COUNTY, ILLINOIS

PROPERTY AREA

177,682 SQUARE FEET (4.079 ACRES)

PIN

04-12-312-002

PROPERTY ADDRESS

1000 SKOKIE RD, NORTHBROOK

SURVEYOR'S NOTES

1. DISTANCES ARE MARKED IN FEET AND DECIMAL PLACES THEREOF. NO DIMENSION SHALL BE ASSUMED BY SCALE MEASUREMENT HEREON. DISTANCES AND/OR BEARINGS SHOWN IN PARENTHESIS (456.67') ARE RECORD OR DEED VALUES, NOT FIELD MEASURED.

2. COMPARE THIS PLAT, BENCHMARKS AND ALL SURVEY MONUMENTS BEFORE BUILDING, AND IMMEDIATELY REPORT ANY DISCREPANCIES TO THE SURVEYOR.

3. THIS SURVEY IS SUBJECT TO MATTERS OF TITLE, WHICH MAY BE REVEALED BY A CURRENT TITLE REPORT. EASEMENTS, SETBACKS AND OTHER RESTRICTIONS WHICH MAY BE FOUND IN A CURRENT TITLE REPORT, LOCAL ORDINANCES, DEEDS OR OTHER INSTRUMENTS OF RECORD MAY NOT BE SHOWN.

4. ONLY THE IMPROVEMENTS WHICH WERE VISIBLE FROM ABOVE GROUND AT THE TIME OF SURVEY AND THROUGH A NORMAL SEARCH AND WALK THROUGH OF THE SITE ARE SHOWN ON THE FACE OF THIS PLAT. LAWN SPRINKLER SYSTEMS, IF ANY, ARE NOT SHOWN ON THIS SURVEY.

5. THIS SURVEY MAY NOT REFLECT ALL UTILITIES, OR IMPROVEMENTS, IF SUCH ITEMS ARE HIDDEN BY LANDSCAPING OR ARE COVERED BY LEAVES OR OTHER OBSTRUCTIONS. THERE MAY BE ADDITIONAL UTILITIES OR IMPROVEMENTS THAT HAVE NOT BEEN SHOWN.

6. UNDERGROUND UTILITIES INCLUDING, BUT NOT LIMITED TO, STORM AND SANITARY SEWERS, WATER MAINS, TELEPHONE AND ELECTRIC CABLES OR CONDUITS, GAS MAINS AND ALL SERVICE LINES SHOWN HEREON ARE BASED ON ACTUAL OBSERVED LOCATION AT AN OPEN MANHOLE, RECORD DRAWINGS FOR LIFETIME FITNESS DATED JANUARY 17, 2019 SHOWING THE EXISTING AND/OR PROPOSED UTILITY. THE EXACT LOCATION MAY BE DIFFERENT FROM THE LOCATION SHOWN HEREON. SANITARY SEWER STRUCTURES WITH AN * NOTATION WERE NOT OBSERVED IN THE FIELD AND APPEAR TO HAVE BEEN BURIED. THE MANHOLE LOCATIONS AND ELEVATIONS HAVE BEEN SHOWN HEREON BASED ON TOPOGRAPHIC SURVEY PREPARED BY MANHARD CONSULTING DATED JULY 22, 2015.

7. OTHER THAN VISIBLE OBSERVATIONS NOTED HEREON, THIS SURVEY MAKES NO STATEMENT REGARDING THE ACTUAL PRESENCE OR ABSENCE OF ANY SERVICE OR UTILITY LINE. CONTROLLED UNDERGROUND EXPLORATORY EFFORT TOGETHER WITH "J.U.L.I.E." MARKINGS IS RECOMMENDED TO DETERMINE THE FULL EXTENT OF UNDERGROUND SERVICE AND UTILITY LINES. CONTACT J.U.L.I.E. AT 1-800-892-0123.

8. RESTRICTIONS THAT MAY BE FOUND IN LOCAL BUILDING AND/OR ZONING CODES HAVE NOT BEEN SHOWN. HEIGHT AND BULK RESTRICTIONS (IF ANY) HAVE NOT BEEN SHOWN. ONLY THOSE SETBACK RESTRICTIONS SHOWN ON THE RECORDED SUBDIVISION PLAT HAVE BEEN SHOWN.

9. THIS SURVEY WAS PREPARED FOR FOCUS BASED ON FIELD WORK COMPLETED NOVEMBER 29, 2022.

10. THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY AND TOPOGRAPHIC SURVEY. MANHARD CONSULTING IS A PROFESSIONAL DESIGN FIRM, REGISTRATION NUMBER 184003350, EXPIRES APRIL 30, 2023.

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

WE, MANHARD CONSULTING, DO HEREBY DECLARE THAT WE HAVE SURVEYED THE HEREON DESCRIBED PROPERTY AND THAT THE PLAT HEREON DRAWN IS A CORRECT REPRESENTATION OF SAID SURVEY.

GIVEN UNDER MY HAND AND SEAL THIS 21ST DAY OF DECEMBER, A.D., 2022.

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3855
LICENSE EXPIRES: NOVEMBER 30, 2024

ERIC R. VESELY
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3855
LINCOLNSHIRE, ILLINOIS

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DRAWN BY | REVISIONS | DATE

Manhard CONSULTING
One Overlook Point, Suite 250, Lincolnshire, IL 60069 ph 847.634.0200 manhard.com
Civil Engineers • Water Resource Engineers • Water & Wastewater Engineers
Construction Managers • Environmental Scientists • Landscape Architects • Planners

LOT 3 IN LIFETIME SUBDIVISION
NORTHBROOK, ILLINOIS
BOUNDARY AND TOPOGRAPHIC SURVEY

PROJ. MGR.:	FF
PROJ. ASSOC.:	ERV
DRAWN BY:	AAS
DATE:	11/29/22
SCALE:	1"=30'

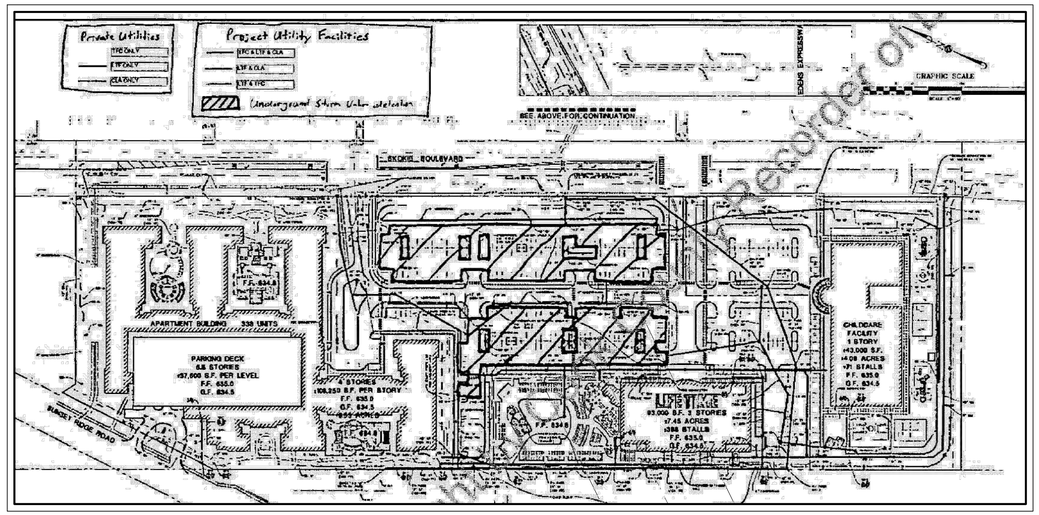
SHEET 1 OF 4

FCINBIL01

December 21, 2022 - 15:17 Data Name: P:\Civil\NBI\Vista\Survey\Final Drawings\Topography\01-02-FCINBIL01-SB1.dwg Updated By: ASchoer

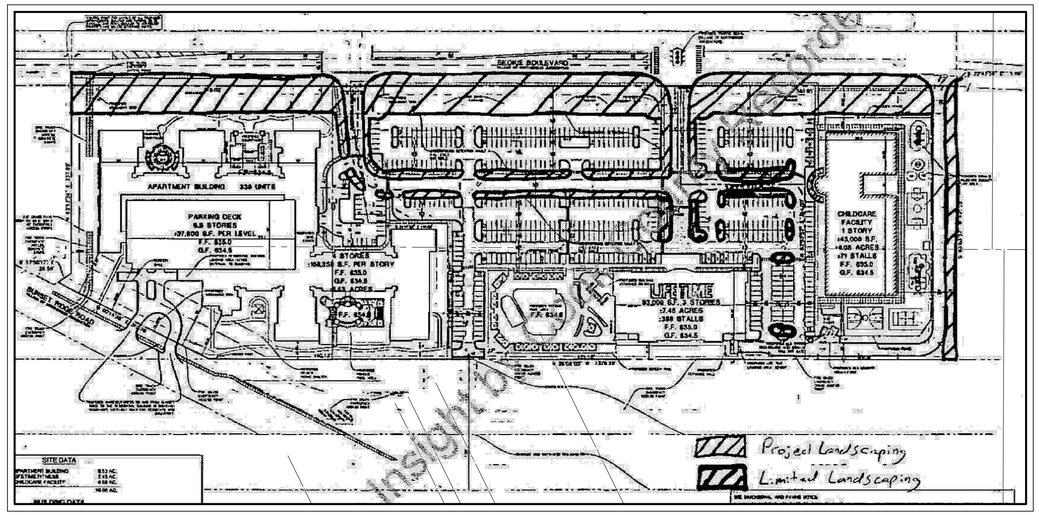
Attachment: C - Tesla - Survey (6566 : A Resolution Approving a First Amendment to the Subdivision and Development Agreement for 1000 Skokie)

BOUNDARY AND TOPOGRAPHIC SURVEY



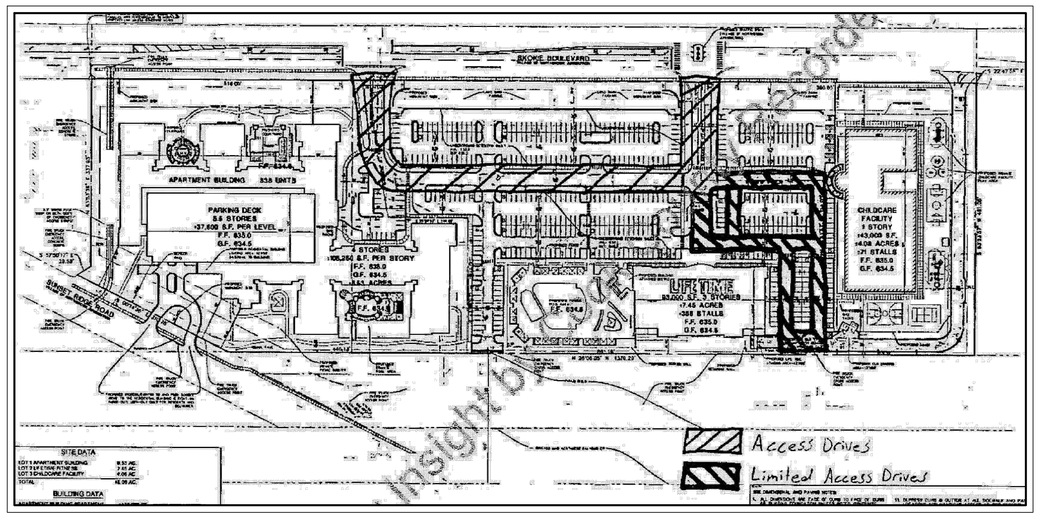
UTILITIES FACILITIES

UTILITY FACILITIES AS GRANTED BY DOCUMENT NUMBER 1635422072



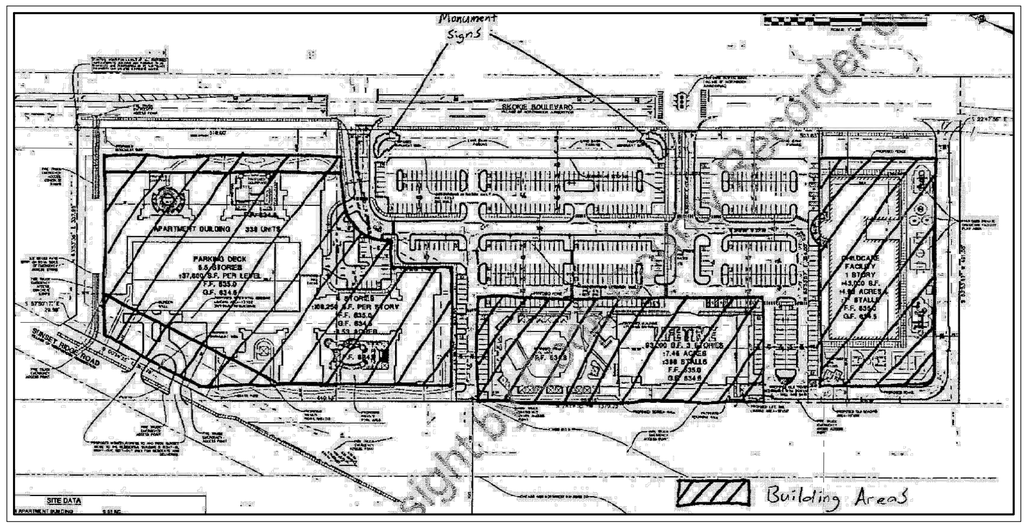
LANDSCAPING

UTILITY FACILITIES AS GRANTED BY DOCUMENT NUMBER 1635422072



ACCESS DRIVES

UTILITY FACILITIES AS GRANTED BY DOCUMENT NUMBER 1635422072



BUILDING AREAS AND SIGN LOCATIONS

UTILITY FACILITIES AS GRANTED BY DOCUMENT NUMBER 1635422072

DATE	REVISIONS	DRAWN BY

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LOT 3 IN LIFETIME SUBDIVISION

NORTHBROOK, ILLINOIS

BOUNDARY AND TOPOGRAPHIC SURVEY

PROJ. MGR.: FF
PROJ. ASSOC.: ERV
DRAWN BY: AAS
DATE: 11/29/22
SCALE: N/A

SHEET 2 OF 4

FCINBIL01

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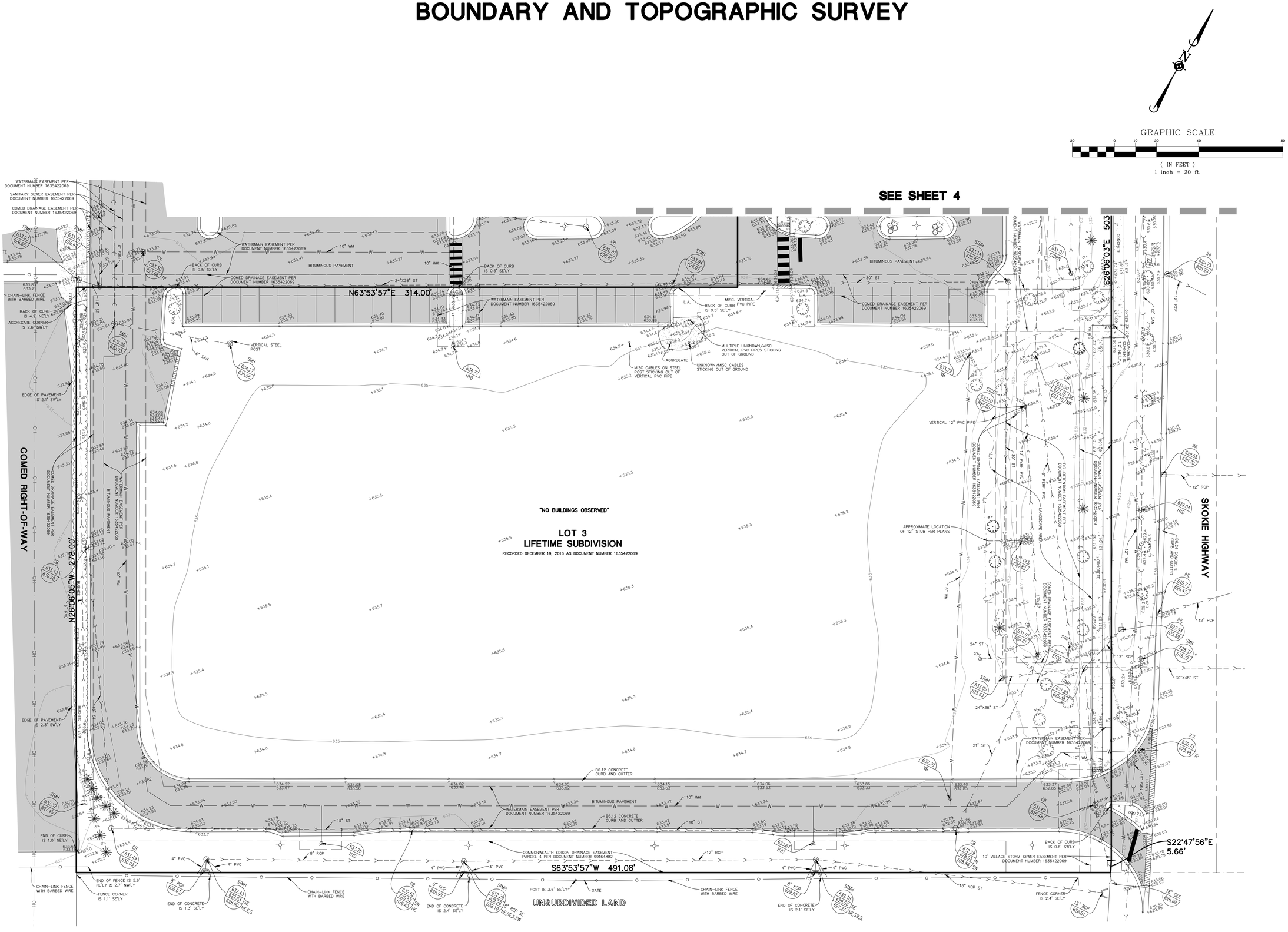
Attachment: C - Tesla - Survey (6566 : A Resolution Approving a First Amendment to the Subdivision and Development Agreement for 1000 Skoki)

December 21, 2022 - 16:15 Dwg Name: P:\Fcinbil01\dwg\Surv\Final Drawings\Topography\01-02-FCINBIL01-SBT.dwg Updated By: AShaver

BOUNDARY AND TOPOGRAPHIC SURVEY



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DATE	REVISIONS	DRAWN BY

LOT 3 IN LIFETIME SUBDIVISION

NORTHBROOK, ILLINOIS

BOUNDARY AND TOPOGRAPHIC SURVEY

PROJ. MGR.: FF
PROJ. ASSOC.: ERV
DRAWN BY: AAS
DATE: 11/29/22
SCALE: 1"=20'

SHEET 3 OF 4

FCINBIL01

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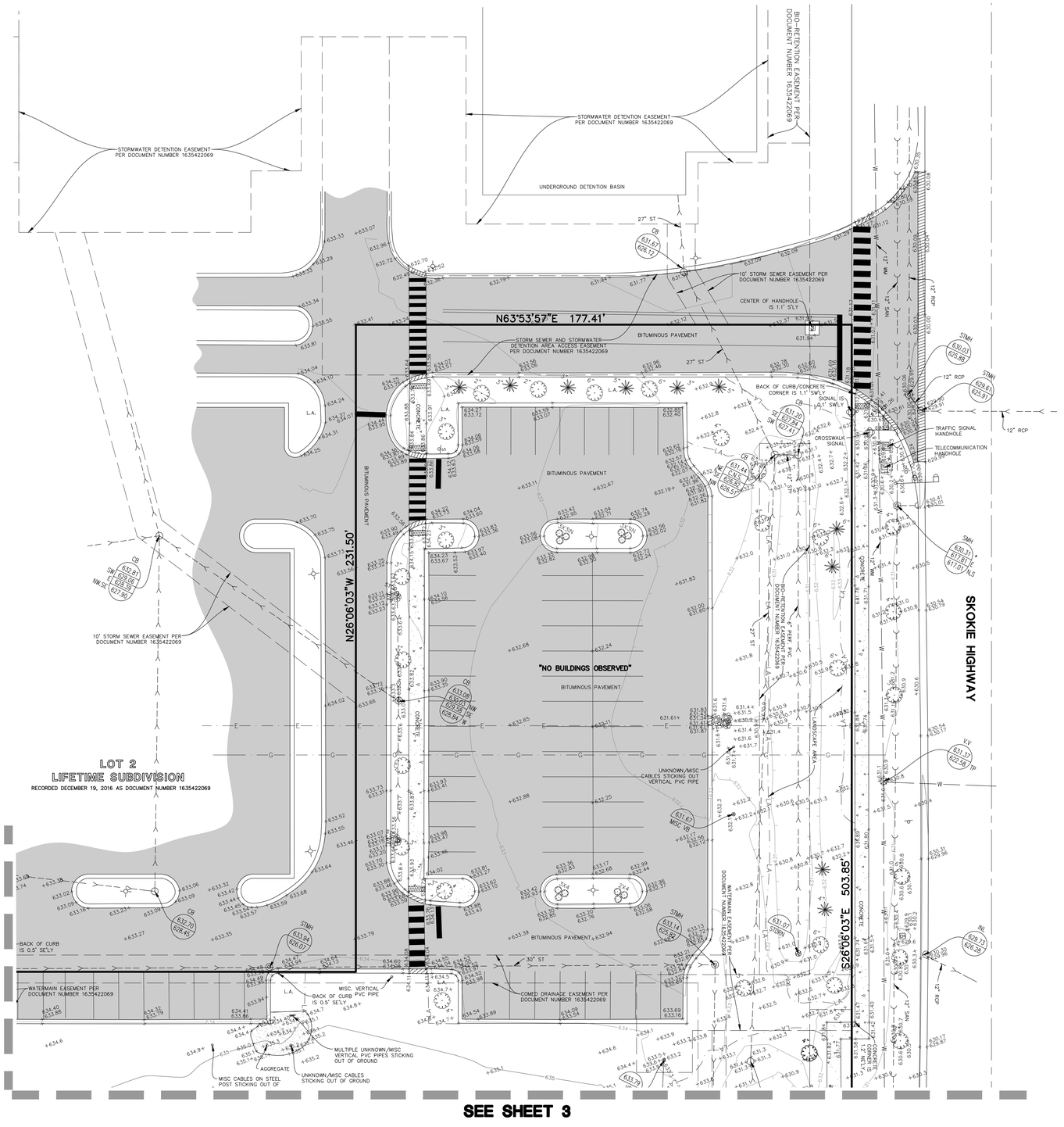
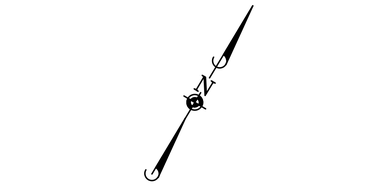
BOUNDARY AND TOPOGRAPHIC SURVEY





LEGEND

- = EX. PROPERTY LINE
- = EX. EASEMENT LINE
- = EX. SIDEWALK
- = EX. CONCRETE CURB & GUTTER
- = EX. DEPRESSED CURB
- = EX. CHAIN-LINK FENCE
- = EX. STORM LINE
- = EX. SANITARY LINE
- = EX. WATERMAIN LINE
- = EX. UNDERGROUND ELECTRIC
- = EX. UNDERGROUND GAS
- = EX. OVERHEAD WIRES
- = EX. 1 FOOT CONTOURS
- = EX. LANDSCAPE AREA
- = EX. MISCELLANEOUS MANHOLE (MH)
- = EX. STORM MANHOLE (MH)
- = EX. STORM CATCH BASIN (CB)
- = EX. STORM INLET (INL)
- = EX. FLARED END SECTION (FES)
- = EX. RIP-RAP
- = EX. DRAIN
- = EX. STORM SERVICE POST
- = EX. STORM CLEANOUT
- = EX. SANITARY MANHOLE (SMH)
- = EX. FIRE HYDRANT/AUX. VALVE
- = EX. VALVE BOX
- = EX. VALVE VAULT (V.V.)
- = EX. ELECTRIC HANDHOLE
- = EX. ELECTRIC PEDESTAL/BOX
- = EX. TRAFFIC SIGNAL MANHOLE
- = EX. TRAFFIC SIGNAL HANDHOLE
- = EX. TRAFFIC SIGNAL
- = EX. TRAFFIC SIGNAL WITH ARM
- = EX. HANDHOLE
- = EX. TELEPHONE HANDHOLE
- = EX. CABLE HANDHOLE
- = EX. UTILITY POLE
- = EX. UTILITY POLE WITH LIGHT
- = EX. LIGHT STANDARD
- = EX. SIGN
- = EX. BOLLARD
- = EX. SPOT ELEVATION
- = EX. BUSHES
- 8" = EX. DECIDUOUS TREE WITH TRUNK DIAMETER IN INCHES
- 16" = EX. CONIFEROUS TREE WITH TRUNK DIAMETER IN INCHES
- 756.00 / 754.00 = EX. RIM ELEVATION / EX. INVERT ELEVATION
- = EX. BITUMINOUS PAVEMENT
- = EX. CONCRETE
- = EX. AGGREGATE
- = EX. DETECTABLE WARNING

DRAWN BY | REVISIONS | DATE

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Construction Managers • Environmental Scientists • Landscape Architects • Planners

LOT 3 IN LIFETIME SUBDIVISION

NORTHBROOK, ILLINOIS

BOUNDARY AND TOPOGRAPHIC SURVEY

PROJ. MGR.:	FF
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SCALE:	1"=20'

SHEET 4 OF 4

FCINBIL01

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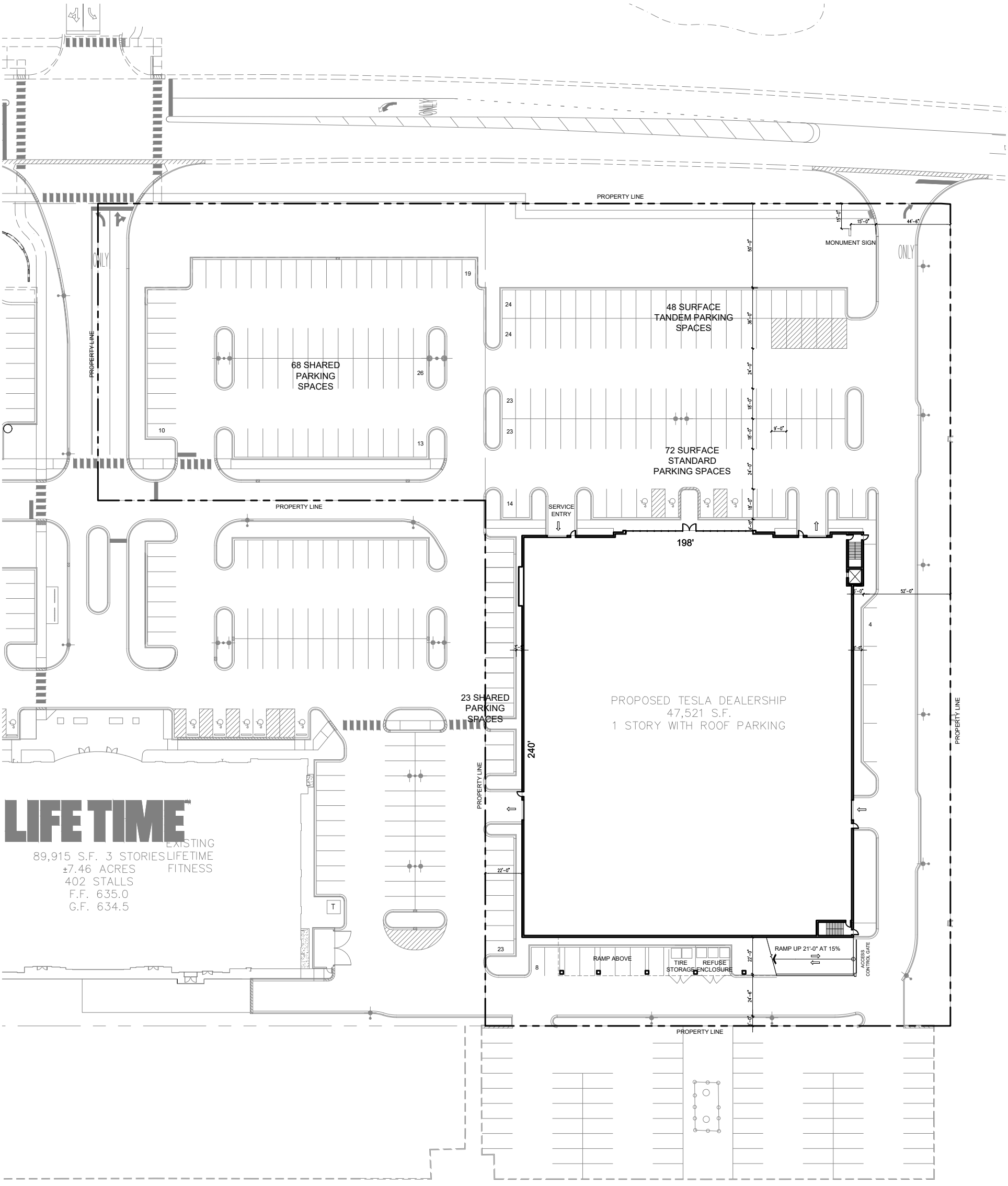
December 21, 2022 - 16:12 Dwg Name: P:\Fcinbil01\Data\Survey\Final Drawings\Topography\03-04-FCINBIL01 -SBP.dwg Updated By: AShaver

Attachment: C - Tesla - Survey (6566 : A Resolution Approving a First Amendment to the Subdivision and Development Agreement for 1000 Skokie)



1 / 1.0 SITE PLAN

SCALE: 1" = 60'-0"

N

SCHEDULE OF EXISTING PARKING

Existing Shared Spaces on Dealership Lot	82
Total	**82**

PARKING SUMMARY

Parking	Required	Provided
1 stall per 250sf of net floor area	94	
2 per service bay+1 per employee	84	
Total	**178**	**188***

Typ. Parking Stall 9' x 18' (NOTE ADJACENT SITE IS 9'x18')
Accessible Stall 9' x 18' w/ 8' x 18' Access Aisle
Roof Storage Stall 8'-6" x 18'

Drive Aisle 24' (2-way) and 24' (1-way) for 90 deg. parking
16' (1-way)

Loading Space Not Required
(1 for the first 150,000sf of GFA and plus 1 for every additional 200,000sf)

*Excludes shared and tandem parking spaces

SCHEDULE OF PROPOSED PARKING

Proposed Shared Spaces on Dealership Lot	91
Surface Standard Stalls	72
Surface Tandem Stalls	48
Roof Standard Stalls	116
Roof Tandem Stalls	46
Total	**373**

FORT UNION FOCUS

STUDIO 222 ARCHITECTS

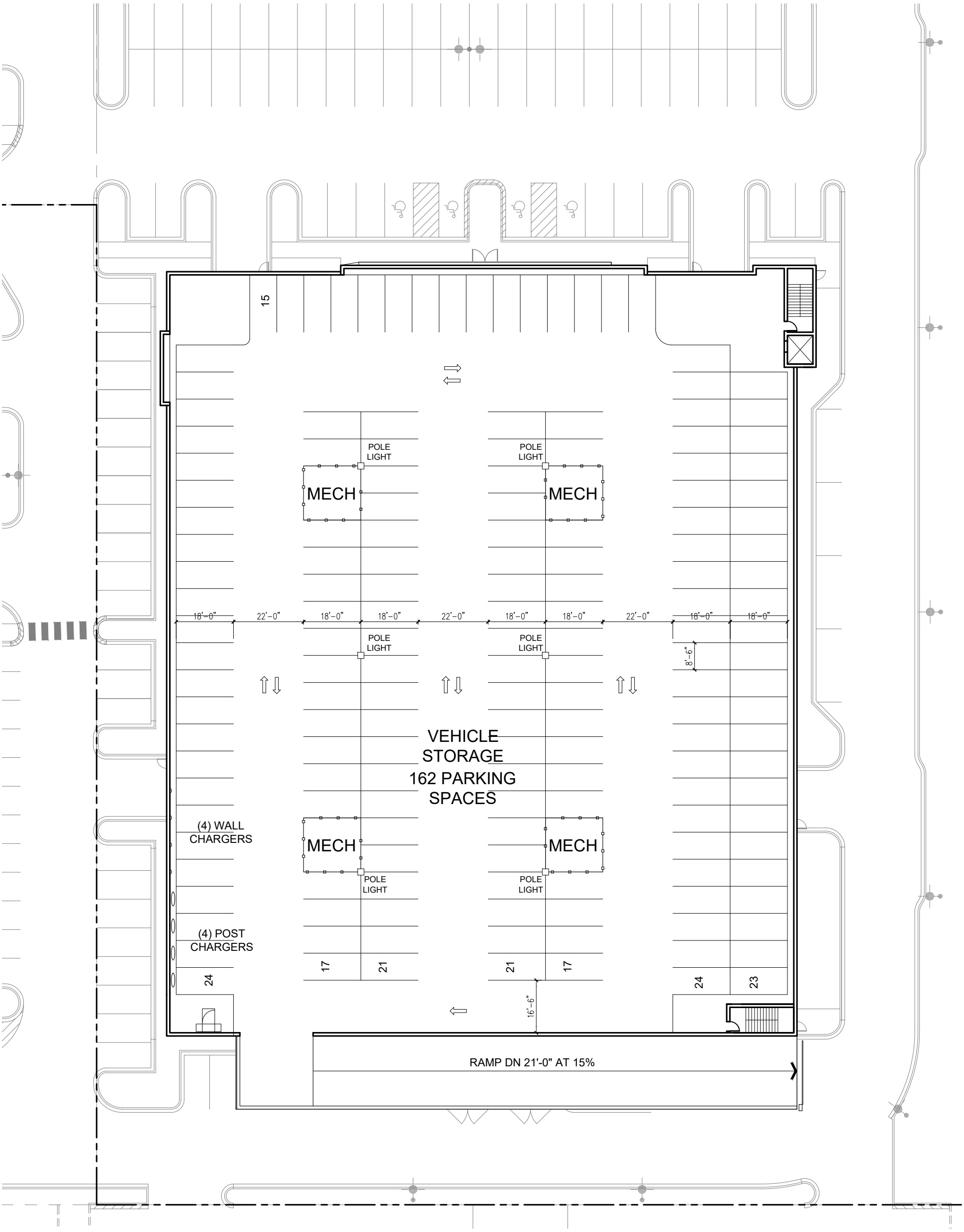
NEW CAR DEALERSHIP
NORTHBROOK, ILLINOIS

1.0

PROJECT NUMBER: 17061

12/

Attachment: D- Tsela - Site Plan, Landscape Plan, Elevations, 3D views, Utility plans (6566 : A Resolution Approving a First Amendment to the Subdivision and Development Agreement for 1000 Skoki)



1 / 1.1 ROOF PARKING PLAN

SCALE: 1" = 30'-0"

N

SCHEDULE OF EXISTING PARKING

Existing Shared Spaces on Dealership Lot	82
Total	**82**

PARKING SUMMARY

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FORT UNION FOCUS

STUDIO 222 ARCHITECTS

NEW CAR DEALERSHIP
NORTHBROOK, ILLINOIS

PROJECT NUMBER: 17061

1.1

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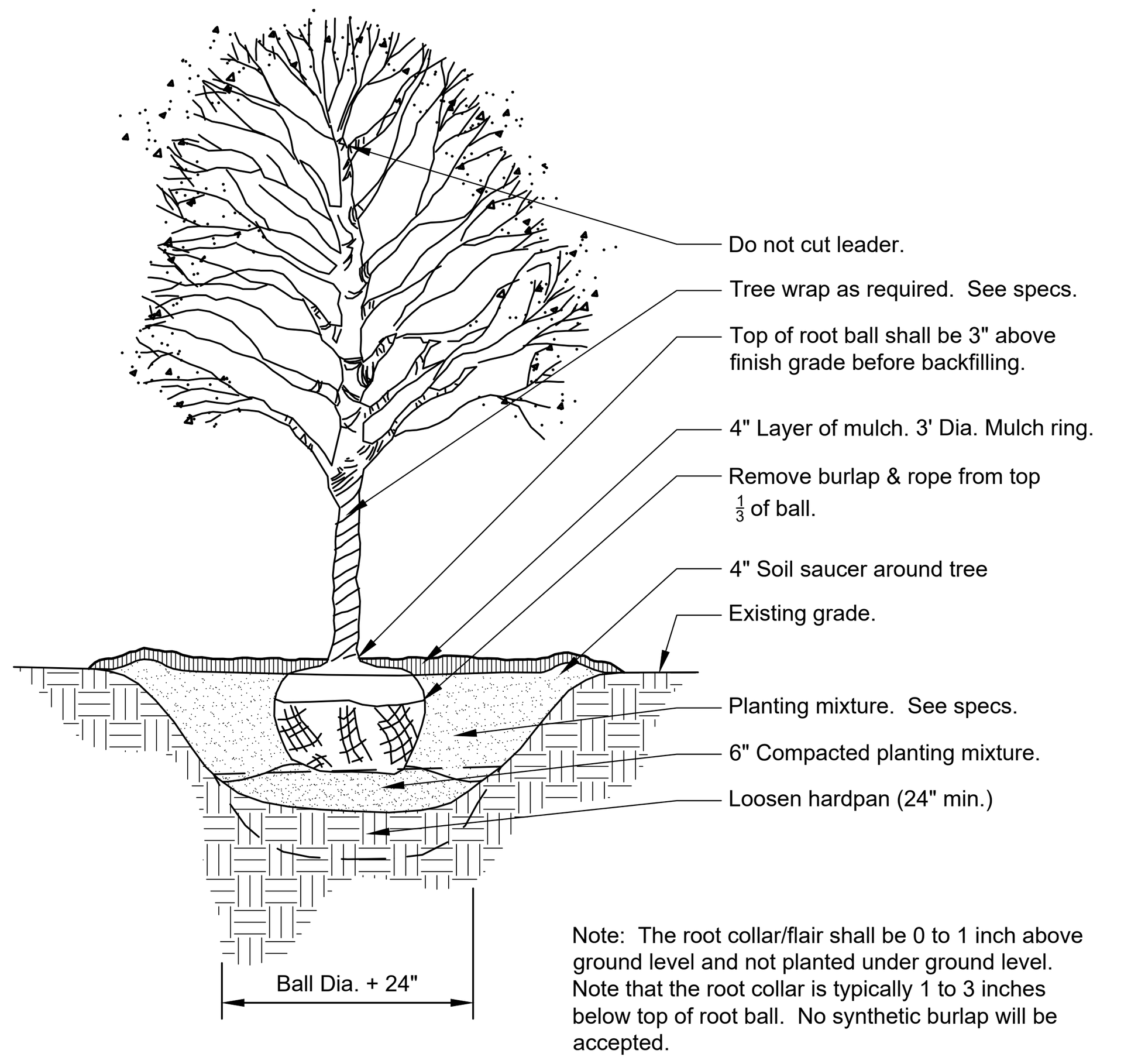
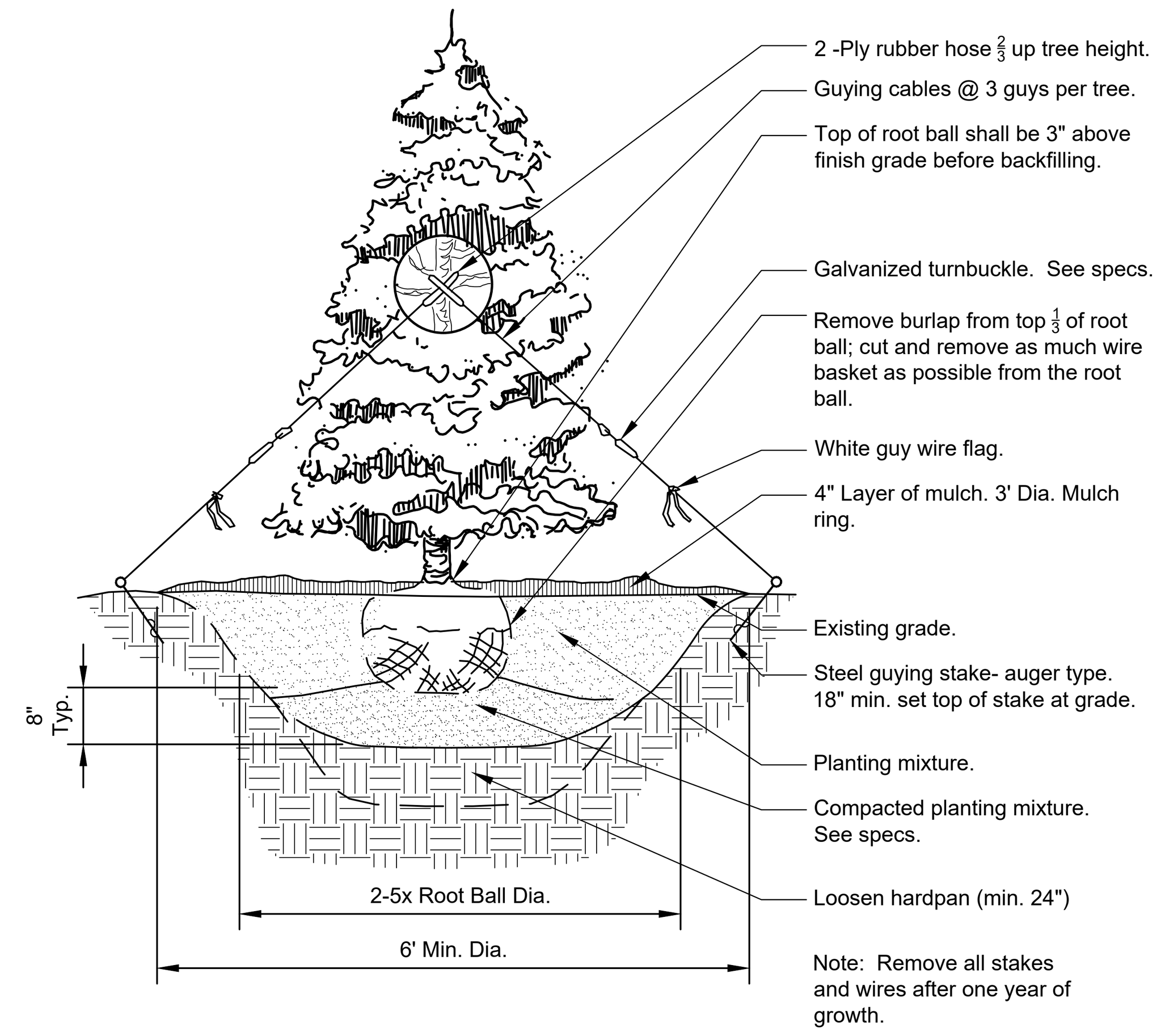


1 DECIDUOUS TREE PLANTING

1/4" = 1'-0" 32 9343.33-20



2 CONIFER TREE PLANTING

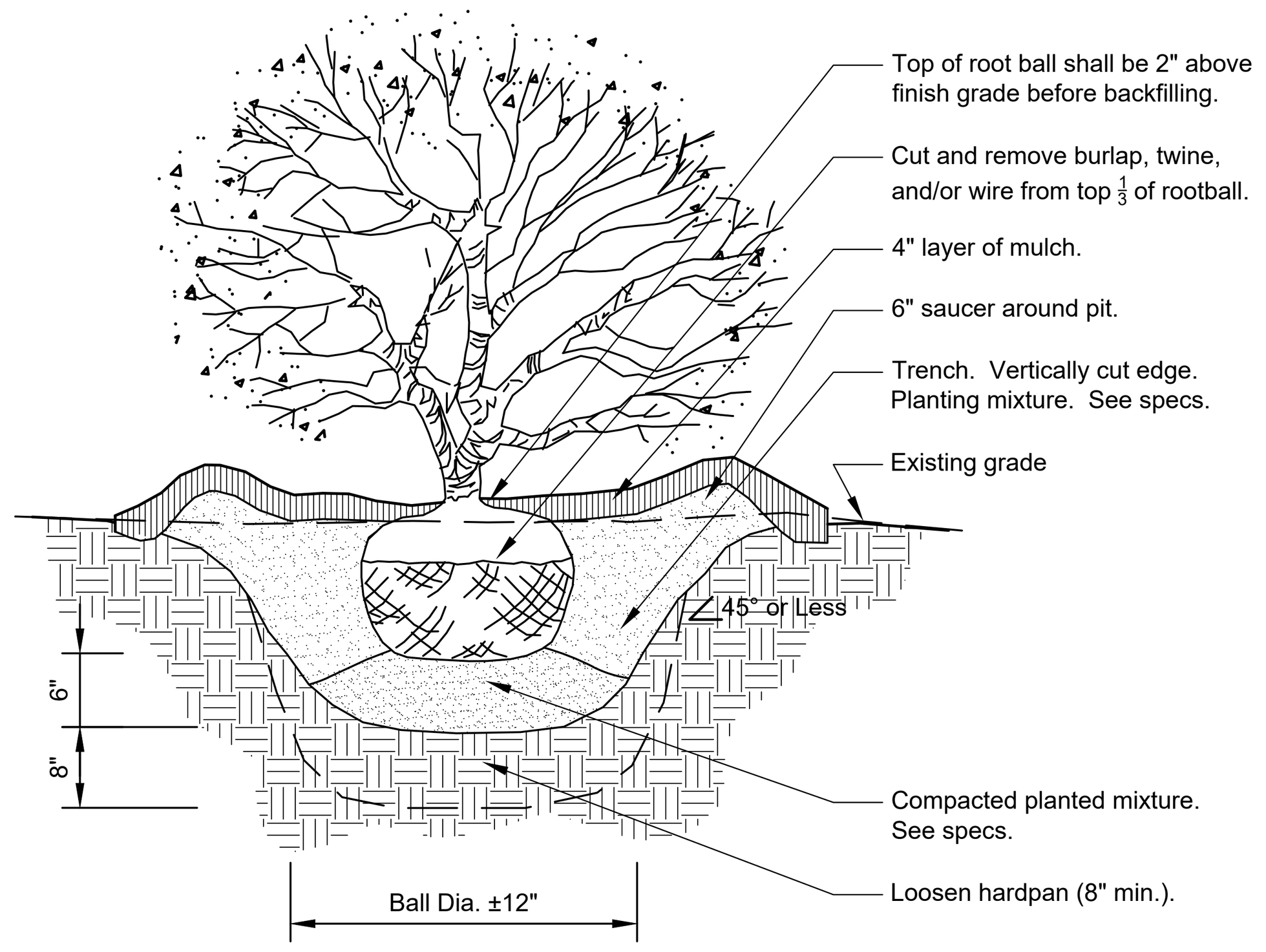
1/4" = 1'-0" 32 9343.46-01

PLANT SCHEDULE

DECIDUOUS TREES	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER		REMARKS
ACE MTN	1	Acer miyabei 'Morton'	State Street™ Miyabe Maple	3" Cal.	B&B		Mature size 40' tall x 30' wide Mature canopy 706 sf
NYS SYL	5	Nyssa sylvatica	Tupelo	3" Cal.	B&B		Mature size 30' tall x 20' wide Mature canopy 314 sf
QUE EXM	4	Quercus x 'Crimschmidt'	Crimson Spire™ Oak	3" Cal.	B&B		Mature size 40' tall x 15' wide Mature canopy 176 sf
SYR SUM	5	Syringa pekinensis	Peking Lilac	3" Cal.	B&B		Mature size 20' tall x 15' wide Mature canopy 176 sf
SYR RET	6	Syringa reticulata	Japanese Tree Lilac	3" Cal.	B&B		Mature size 20' tall x 15' wide Mature canopy 176 sf
TIL MCL	3	Tilia americana 'McKSentry'	American Sentry® Linden	3" Cal.	B&B		Mature size 45' tall x 25' wide Mature canopy 490 sf
ULM PLM	5	Ulmus x 'New Horizon'	New Horizon Elm	3" Cal.	B&B		Mature size 35' tall x 20' wide Mature canopy 314 sf
DECIDUOUS SHRUBS	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER		REMARKS
HYD L75	72	Hydrangea paniculata 'SMHPLQF'	Little Quick Fire® Panicle Hydrangea	3 gal.	Pot		
ORNAMENTAL GRASSES	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER		REMARKS
PEN BU3	384	Pennisetum alopecuroides 'Burgundy Bunny'	Burgundy Bunny Dwarf Fountain Grass	1 gal.	Pot		
SES AUT	990	Sesleria autumnalis	Autumn Moor Grass	1 gal.	Pot		

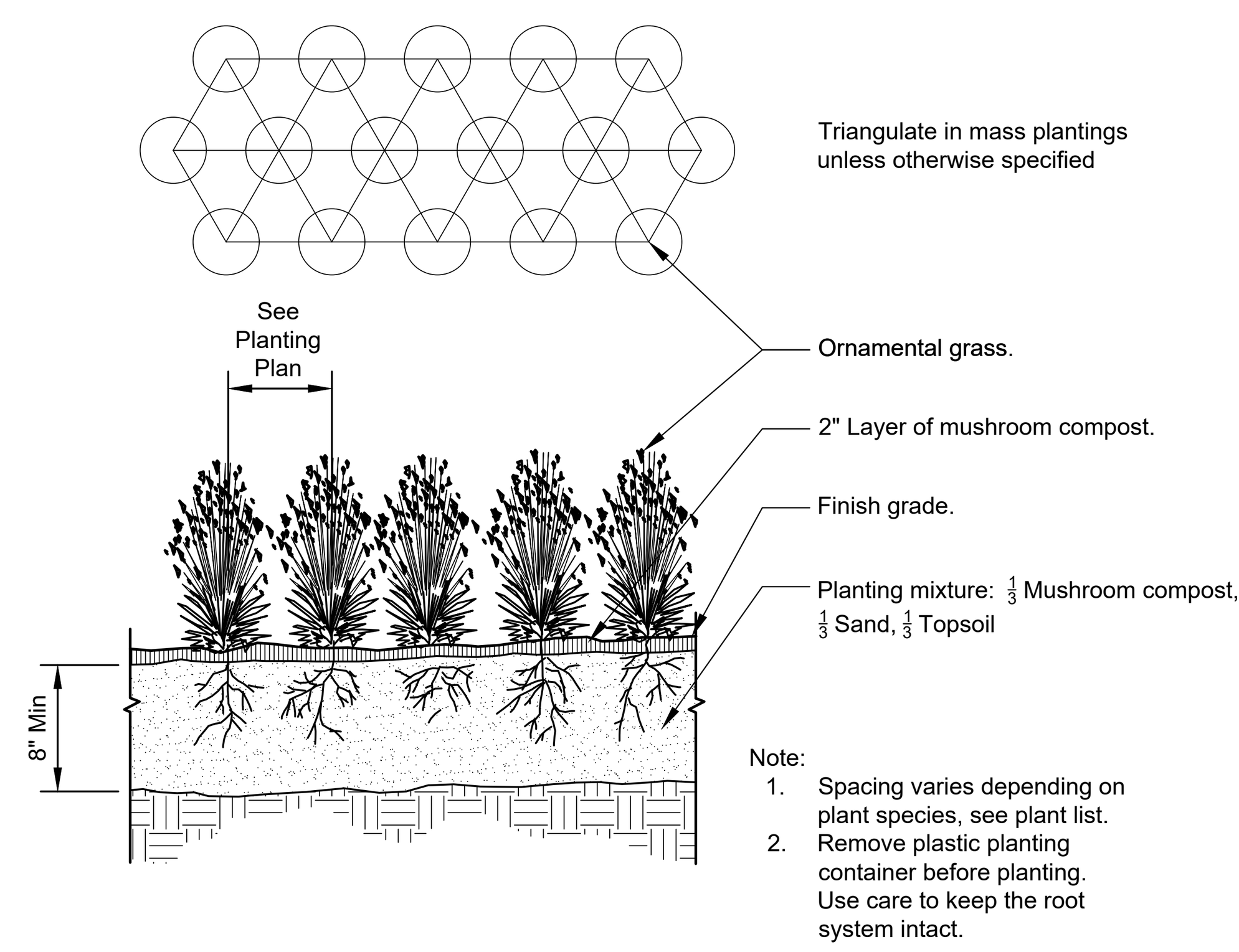
SOIL REQUIREMENTS FOR TREES BASED ON THEIR SIZE AT MATURITY

Tree Size at Maturity	Total Soil Area*	Distance From Paved Surface	See Northbrook Soil Specification
Small: Height Shorter than 30 ft.	10ft.x10ft. Or 300 cubic feet	2ft.	Structural soil may be CU-Structural soil or Stalite (sandy soils). Traditional crushed limestone is not permitted for use in parking lot islands that have trees planted.
Medium: Height or spread less than 50 ft.	20ft.x20ft. Or 1,200 cubic feet	6ft.	
Large: Height or spread greater than 50 ft.	30ft.x30ft. Or 2,700 cubic feet	10ft.	
For 450 square foot canopy=900 cubic feet of stalite or structural soil mix	*Measures when soil depth is 3ft. Or greater. Soil less than 3ft. require smaller trees.		



3 SHRUB PLANTING DETAIL

3/4" = 1'-0" 32 9333.16-05



4 ORNAMENTAL GRASS PLANTING

1" = 1'-0" 32 9313-01

Village of Northbrook Required Landscaping

PARKING LOT INTERIOR LANDSCAPING

1 tree per 8 parking spaces

156 spaces/ 8 spaces = (19.5) = 20 trees

50% of trees shall be located within interior islands = 10 trees
The remaining 50% to be located within 5 feet of outside perimeter of paved area - 10 trees, some existing

On Plan: 10 trees in interior islands and 10 trees located within outside perimeter of paved areas.

FOUNDATION PLANTING

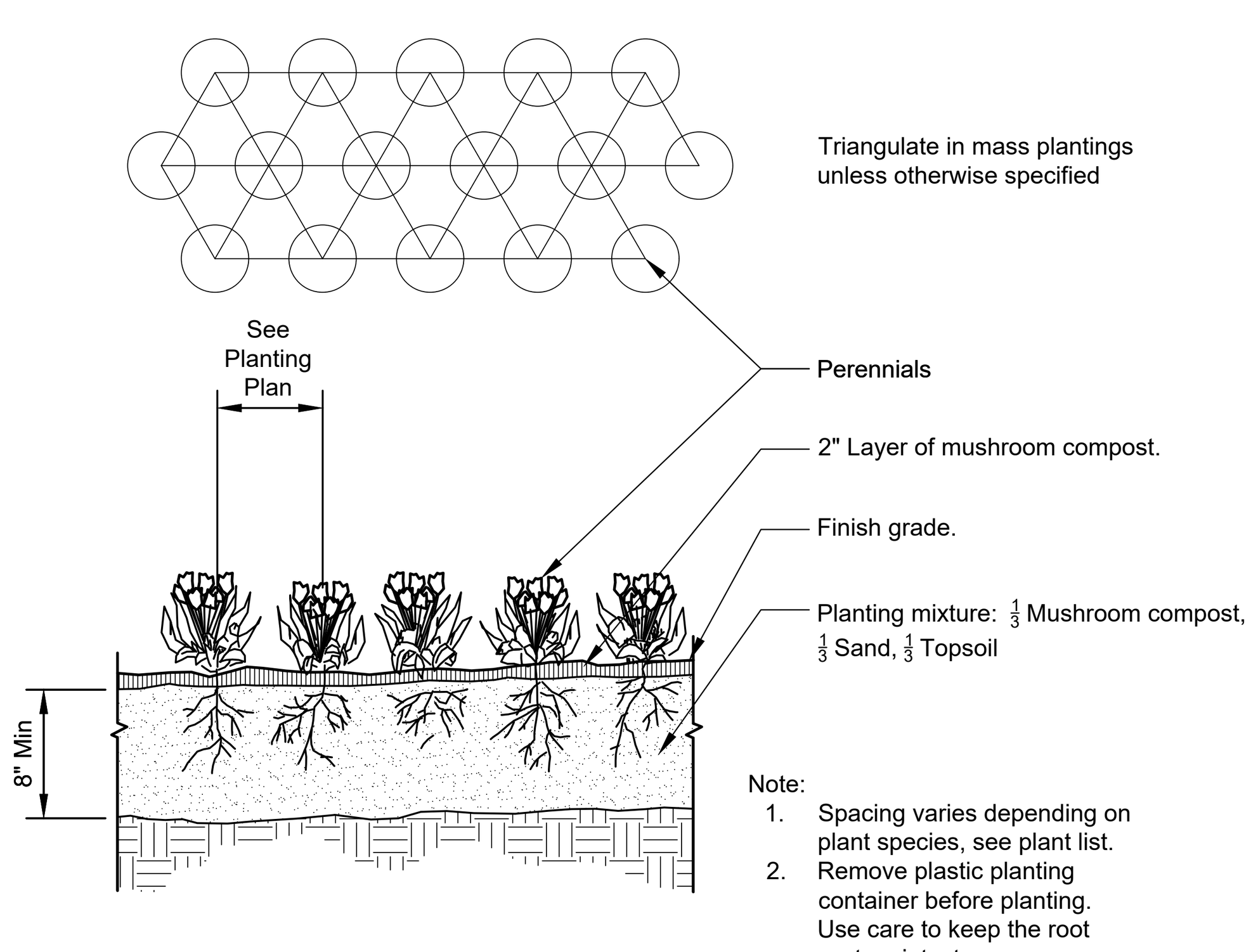
5' wide foundation planting area required around 50% of the building perimeter. 902 lf of building perimeter = 451 lf of foundation plantings required. 258 lf of foundation plantings provided in 5' beds. An additional 198 lf of foundation landscape provided in 3' beds, due to site constraints. **456 lf foundation plantings provided.**

BUFFER/SCREENING

Parking lots to be screened to not less than 4-6' tall. Mechanical equipment and trash enclosures to be screened.
Site geometry requires tree removals along north side of parking area. These trees are not necessary to meet the buffer/screening requirement, which is already met. Buffer/Screening is existing.

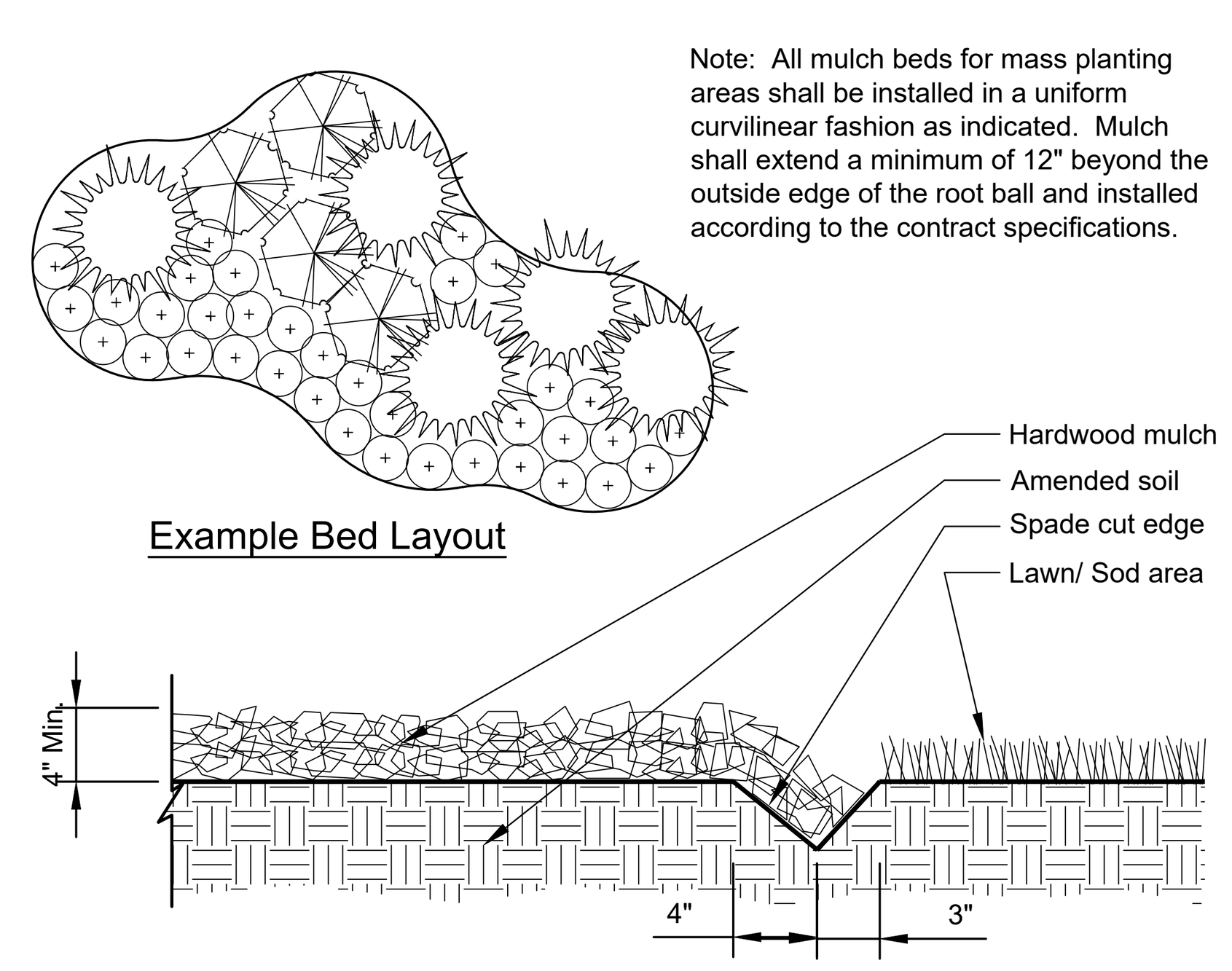
PARKWAY TREES

All parkway trees are existing.



5 PERENNIAL / ANNUAL PLANTING

1" = 1'-0" 32 9313-02



6 CONTINUOUS MULCH EDGING

1" = 1'-0" 32 9113.26-01

Call Before You Dig
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ILLINOIS ONE-CALL SYSTEM
Simply Call 811

LICENSED LANDSCAPE ARCHITECT
JENNIFER HENDRICKS
157-001253
STATE OF ILLINOIS
JHendricks
SEAL Date: XX/XX/XX

Jennifer Hendricks, ASLA, PLA
Illinois Registered Landscape Architect # 157-001253
Expires 08/31/2023

Landscape Notes:

1. Seed/ Sod limit line is approximate. Seed/ Sod to limits of grading and disturbance. Contractor responsible for restoration of any unauthorized disruption outside of designated construction area.
2. Contractor responsible for erosion control in all seeded/ sodded areas. Tree mulch rings in turf areas are 5' diameter. Contractor shall provide a mulch ring around all existing trees within the limits of work. Remove all existing grass from area to be mulched and provide a typical spade cut edge. Landscape Fabric shall not be installed under mulch. Root flares shall be at or above grade, per specifications, and all rope/cord shall be removed from the base of tree trunks.
3. Bedlines are to be spade cut to a minimum depth of 3". Curved bedlines are to be smooth and not segmented.
4. All planting, beds shall receive top dressing of mulch. Landscape fabric shall not be installed under mulch.
5. Do not locate plants within 10' of utility structures or within 5' horizontally of underground utility lines unless otherwise shown on plans. Consult with Landscape Architect if these conditions exist.
6. For Lump Sum Contracts, plants and other materials are quantified and summarized for the convenience of the Owner and jurisdictional agencies only. Confirm and install sufficient quantities to complete the work as drawn and specified. No additional payments will be made for materials required to complete the work as drawn and specified.
7. For Unit Price Contracts, payments will be made based on actual quantities installed as measured in place by the Owner's Representative.
8. It is the responsibility of the contractor to locate and provide plant material as specified on this plan. The contractor may submit a request to provide substitutions for the specified plant material under the following conditions:
   a. Any substitutions proposed shall be submitted to the project owner's representative within two weeks of the award of contract. Substitutions must meet equivalent design and functional goals of the original materials as determined by the owner's representative. Any changes must have the approval of the owner's representative,
   b. The request will be accompanied by at least three notices from plant material suppliers that the plant material specified is not available and will not be available prior to construction.
10. Verify site conditions and information on drawings. Promptly report any concealed conditions, mistakes, discrepancies or deviations from the information shown in the Contract Documents. The Owner is not responsible for unauthorized changes or extra work required to correct unreported discrepancies. Commencement of work shall constitute acceptance of conditions and responsibility for corrections
11. A minimum of two working days before performing any digging, call underground service alert for information on the location of natural gas lines, electric cables, telephone cables, etc. The contractor shall be responsible for location and protection of all utilities, and repair of any damage resulting from his work at no additional cost to the owner.
12. Contractor shall promptly repair all damages to existing site at no cost to owner.
13. Refer to landscape specifications for additional conditions, standards, and notes.

DRAWN BY	REVISIONS	DATE

Manhard™ CONSULTING
One Overlook Point, Suite 290, Lincolnshire, IL 60069 ph:847.634.5550 fx:847.634.0095 manhard.com
Civil Engineers • Surveyors • Water Resource Engineers • Water & Wastewater Engineers
Construction Managers • Environmental Scientists • Landscape Architects • Planners

PROPOSED TESLA CAR DEALERSHIP
VILLAGE OF NORTHBROOK, ILLINOIS
LANDSCAPE COVER SHEET

PROJ. MGR.: TEC
PROJ. ASSOC.:
DRAWN BY: JSH
DATE: 12/08/2022
SCALE: 1"=30'

SHEET
L1 OF L4
FCINBIL01

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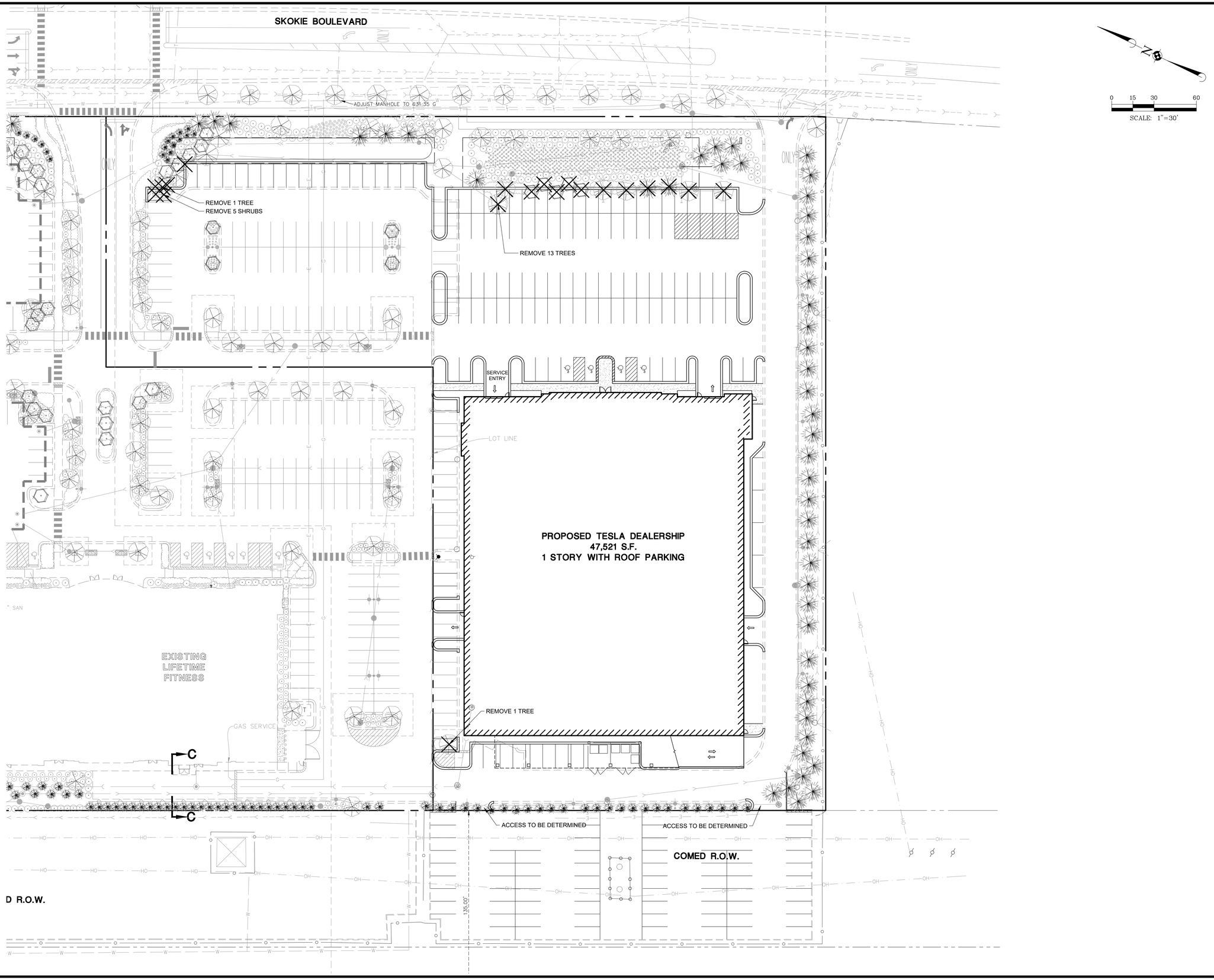
December 9, 2022 – 12:25 Dwg Name: P:\Fcinbil01\dwg\Landplan\02-Final\01-Landscape-Plan.dwg Updated By: JHendricks

Attachment: D- Tsela - Site Plan, Landscape Plan, Elevations, 3D views, Utility plans (6566 : A Resolution Approving a First Amendment to the Subdivision and Development Agreement for 1000 Skoki)



DATE	REVISIONS	DRAWN BY

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Civil Engineers • Surveyors • Water Resource Engineers • Water & Wastewater Engineers
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PROPOSED TESLA CAR DEALERSHIP
VILLAGE OF NORTHBROOK, ILLINOIS
LANDSCAPE DEMO PLAN

PROJ. MGR.: TEC
PROJ. ASSOC.:
DRAWN BY: JSH
DATE: 12/08/2022
SCALE: 1"=30'

SHEET
L2 OF L4
FCINBIL01

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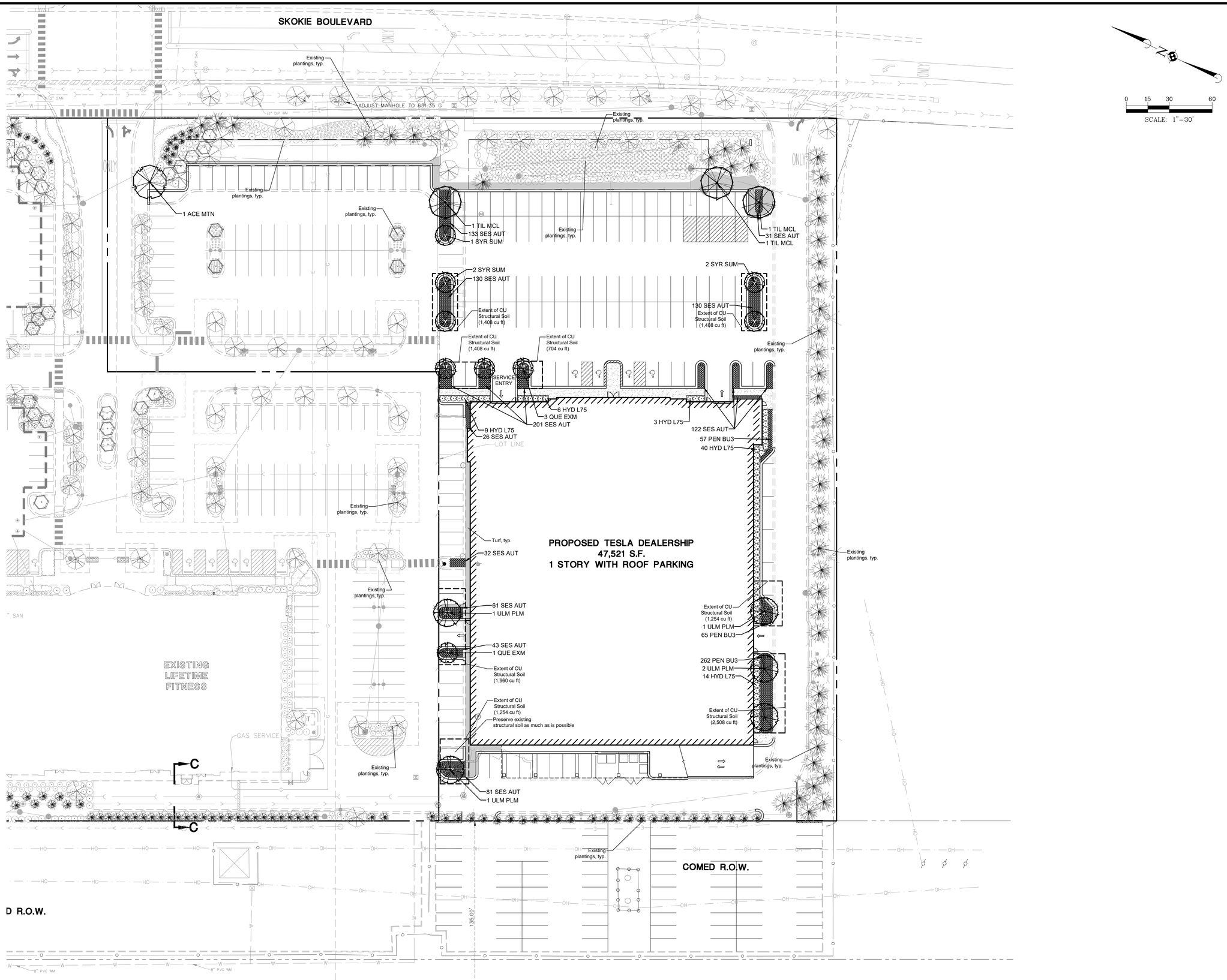
December 9, 2022 - 12:25 Dwg Name: P:\FCinbil01\dwg\Landplan\02-Final\01-Landscape-Plan.dwg Updated By: JHendricks



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PROPOSED TESLA CAR DEALERSHIP
VILLAGE OF NORTHBROOK, ILLINOIS
LANDSCAPE PLAN

PROJ. MGR.: TEC
PROJ. ASSOC.:
DRAWN BY: JSH
DATE: 12/08/2022
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SHEET
L3 OF L4
FCINBIL01

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Attachment: D- Tsela - Site Plan, Landscape Plan, Elevations, 3D views, Utility plans (6566 : A Resolution Approving a First Amendment to the Subdivision and Development Agreement for 1000 Skoki)

GENERAL PLANTING SPECIFICATIONS:

PART 1 - GENERAL

1-01 DESCRIPTION:

A. Provide trees, shrubs, perennials and groundcovers as shown and specified. This work includes:
   1. Spreading of topsoil or soil preparation
   2. Trees, shrubs, perennials and groundcovers
   3. Planting mixes
   4. Mulch and planting accessories
   5. Fertilizer and herbicide
   6. Maintenance
   7. Warranty of plant material

B. The Contractor shall verify all existing conditions and dimensions in the field prior to bidding and report any discrepancies to the Owner or his/her representative.

1-02 QUALITY ASSURANCE:

A. Comply with site work requirements

B. Plant names indicated must comply with 'Standardized Plant Names' as adopted by the latest edition of the American Joint Committee of Horticultural Nomenclature. Names of varieties which are not listed should conform with those generally accepted by the nursery trade. Stock should be legibly tagged.

C. All plant materials shall conform to the 'American Standards for Nursery Stock' (ASNS), latest edition, published by the American Association of Nurserymen, Washington, D.C.

D. All plant material shall be grown and supplied within a 50 mile radius of the project for a minimum of two full growing seasons.

E. Adhere to sizing requirements as listed in the plant list and/or bid form for the project. A plant shall be measured in its natural standing position.

F. Stock that is furnished shall be at least the minimum size shown. With permission of the landscape architect, substitution from the specified plant list will be accepted only when satisfactory evidence in writing is submitted to the landscape architect, showing that the plant specified is not available. Requests for approval of substitute plant material shall include common and botanical names and size of substitute material. Only those substitutions of at least equivalent size and character to that of the specified material will be approved. Stock which is larger than that which is specified is acceptable with permission of the landscape architect, providing there is no additional cost and that the larger plant material will not be cut down in order to conform to the size indicated.

G. All shrubs shall be dense in form. Shrub liners do not meet these specifications. Shrubs specified by height shall have a spread that is equal to the height measurement. Shrubs which are specified by spread shall exhibit the natural growth habit of the plant by having a greater spread than height.

H. All plant materials are subject to inspection and approval. The landscape architect and Owner reserve the right to select and tag all plant material at the nursery prior to planting. The landscape architect and Owner reserve the right to inspect plant material for size and condition of root systems, the presence of insects and diseases, injuries and latent defects (due to Contractor negligence or otherwise), and to reject unacceptable plant material at any time during progress of the project.

I. Container grown deciduous and/or evergreen shrubs will be acceptable in lieu of balled and burlapped shrubs subject to specified limitations for container grown stock. Size of container grown material must conform to size/height requirements of plant list.

1-03 DELIVERY, STORAGE & HANDLING:

A. Fertilizer shall be delivered in original, unopened and undamaged packaging. Containers shall display weight, analysis and manufacturer's name. Store fertilizer in a manner that will prevent wetting and deterioration.

B. Take all precautions customary concerning proper trade practice in preparing plants for transport. Plants shall be dug, packed and transported with care to ensure protection against injury. Inspection certificates required by law shall accompany each shipment invoice or order to stock and on arrival, the certificate shall be filed with the landscape architect . All plants must be protected from drying out. If plant material cannot be planted immediately upon delivery, said material should be properly protected in a manner that is acceptable to the landscape architect . Heeled-in plants must be watered daily. No plant shall be bound with rope or wire in a manner that could strip bark or break or shear branches.

C. Plant material transported on open vehicles should be covered with a protective covering to prevent wind burn.

D. Dry, loose topsoil shall be provided for planting bed mixes. Muddy or frozen topsoil is unacceptable as working with medium in this condition will destroy its structure, making root development more difficult.

1-04 PROJECT CONDITIONS:

A. Notify landscape architect at least seven (7) working days prior to installation of plant material.

B. It shall be the Contractor's responsibility to locate and protect all existing above and below ground utilities. Utilities can be located and marked (in Illinois) by calling J.U.L.I.E. at (800)892-0123.

C. The Contractor shall provide, at his/her own expense, protection against trespassing and damage to seeded areas, planted areas, and other construction areas until the preliminary acceptance. The Contractor shall provide barricades, temporary fencing, signs, and written warning or policing as may be required to protect such areas. The Contractor shall not be responsible for any damage caused by the Owner after such warning has been issued.

D. The Contractor shall be responsible for the protection of crowns, trunks and roots of existing trees, plus shrubs, lawns, paved areas and other landscaped areas that are to remain intact. Existing trees, which may be subject to construction damage, shall be boxed, fenced or otherwise protected before any work is started. The Owner desires to preserve those trees within and adjacent to the limits of construction except those specifically indicated to be removed on the Drawings. The contractor shall erect protective tree fencing and tree armor at locations indicated on the drawings and around all trees on site which are to be preserved. Protective fencing shall be erected between the limits of construction and any tree preservation areas shown on the Drawings.

E. A complete list of plants including a schedule of sizes, quantities and other requirements is shown on the Drawings and on the bid form. In the event that quantity discrepancies or material omissions occur in the plant materials list, the planting plans shall govern.

1-05 PRELIMINARY ACCEPTANCE:

A. All plantings shall be maintained by the Contractor for a period of 90 days after preliminary acceptance by the Owner or his/her representative. Maintenance shall include, but is not limited to: mowing and edging turf, pulling weeds, watering turf and plant material and annual flower maintenance.

1-06 WARRANTY:

A. All plant material (excluding annual color), shall be warranteed for one (1) year after the end of the 90 day maintenance period. The end of the maintenance period is marked by the final acceptance of the Contractor's work by the Owner or his/her representative. Plant materials will be warranteed against defects including death and unsatisfactory growth, except for defects resulting from abuse or damage by others, or unusual phenomena or incidents which are beyond the control of the Contractor. The warranty covers a maximum of one replacement per item.

PART 2 - PRODUCTS

2-01 PLANT MATERIALS:

A. Plants: Provide typical of their species or variety, with normal, densely developed branches and vigorous, fibrous root systems. Only sound, healthy, vigorous plants which are free from sunscald injuries, disfiguring knots, frost cracks, abrasions of the bark, plant diseases, insect eggs, borers, and all forms of infestation shall be provided. All plants shall have a fully developed form without voids and open patches.
   1. Balled and burlapped plants shall have a firm natural ball of earth of sufficient diameter and depth to encompass a root system necessary for a full recovery of the plant. Root ball sizes shall comply with the latest edition of the 'American Standards for Nursery Stock' (ASNS). Root balls that are cracked or mushroomed are unacceptable.

   2. Container grown stock should be grown for an amount of time that is of sufficient length for the root system to have developed enough to hold its soil togehter, firm and whole. Plants will not be loose in their containers, nor shall they be pot-bound and all container grown stock will comply with the sizes stated on the plant list.

   3. No evidence of wounds or pruning cuts shall be allowed unless approved by the Landscape Architect.

   4. Evergreen trees shall be branched to the ground. The height of evergreen trees are determined by measuring from the ground to the first lateral branch closest to the top. Height and/or width of other trees are measured by the mass of the plant not the very tip of the branches.

   5. Shrubs and small plants shall meet the requirements for spread and/or height indicated in the plant list. The height measurement shall be taken from ground level to the average height of the top of the plant, not the longest branch. Single stem or thin plants will not be accepted. Side branches shall be flushed with growth and have good form to the ground. Plants shall be in a moist, vigorous condition, free from dead wood, bruises or other root or branch injuries.

2-02 ACCESSORIES:

A. Topsoil:
   1. Topsoil shall be fertile, natural topsoil of a loamy character, without admixture of subsoil material. Topsoil shall be reasonably free from clay, lumps, coarse sand, stones, plants, roots, sticks and other foreign materials with a pH between 6.5 to 7.0.

B. Topsoil for seed areas shall be a minimum of 6".

C. Soil amendments shall be as follows:
   1. For trees and shrubs the plant pit will be backfilled with pulverized black dirt.

   2. For perennials and ornamental grasses the soil mixture will be as follows: CM-63 General Purpose Peat Based Mix as supplied by Midwest Trading. Top beds with 8" of CM-63 and till into existing beds to a depth of 8". Soil mixtures are available from Midwest Trading. Midwest Trading, St. Charles, IL 60174 (630) 365-1990

D. Fertilizer:
   1. For trees and shrubs use: 14-4-6 briquettes 17 g or equivalent available from Arthur Clesen, Inc. Follow manufacturer's recommendation for application. Arthur Clesen, Inc. 543 Diens Drive, Wheeling, IL 60090 (847)537-2177

   2. For turf areas use 6-24-16 Clesen Fairway with micronutrients with minor elements 3.0 % S, .02% B, .05% Cu, 1.0% Fe, .0006% Mo, .10% Mn available from Arthur Clesen or approved equal.

E. Herbicide:
   1. Round-Up or approved equal

F. Mulch:
   1. Bark mulch shall be finely shredded hardwood bark which has been screened and is free of any green foliage, twigs, rocks, sawdust, wood shavings, growth or germination inhibiting ingredients, or other foreign materials. Bark mulch is available from Midwest Trading.

   2. Mushroom compost as available from Midwest Trading.

G. Water:
   1. Water service will be available on the site, with the cost of water being paid by the Owner. Transporting of the water from the source to the work areas shall be the responsibility of the Landscape Contractor. All necessary hose, piping, tank truck, etc. shall be supplied by the Landscape Contractor.

H. Guying:
   1. Stakes: 5/8" x 40" steel eye anchor with 4" helix

   2. Cable:
      a. Trees under 5": flexible 1/8" galvanized aircraft cable, 7x7 strand or approved equal
      b. Trees 5" and over: flexible 3/16" galvanized aircraft cable, 7x7 strand or approved equal.

   3. Turnbuckles: 5/16", eye and eye, with 4" takeup.

   4. Hose: new two-ply reinforced rubber hose, minimum 1/2" I.D.

I. Tree wrap: Burlap tree wrap 4" wide.

J. Twine: Soft nursery jute.

PART 3 - INSTALLATION OF PLANT MATERIAL

3-01 FIELD VERIFICATION:

A. Examine proposed planting areas and conditions of installation. Do not start planting work until unsatisfactory conditions are corrected.

3-02 PREPARATION:

A. All planting techniques and methods shall be consistent with the latest edition of 'Horticulture Standards of Nurserymen, Inc.' and as detailed on these Drawings.

B. Planting shall be performed by experienced workmen familiar with planting procedures under the supervision of a qualified supervisor.

C. All underground utilities must be located and marked clearly.

D. Apply Round-Up or approved equivalent to kill any existing vegetation in all areas to be planted. Confirm length of waiting period between chemical application and plant installation with manufacturer. Do not begin planting operations until prescribed post-application waiting period has elapsed. Take extreme care to avoid chemical drift to adjoining properties of landscape plantings.

E. Prior to all planting, rototill all areas to be landscaped to prepare for plant installation to a minimum depth of 12". Eliminate uneven areas and low spots. Maintain lines, levels, profiles and contour. Changes in grade are to be gradual. Blend slopes into level areas. Remove all debris, weeds and undesirable plants and their roots from areas to be planted. Remove all concrete slag larger than 2" in diameter.

F. Topsoil shall be spread over the site at a minimum depth of 6". Those areas which are indicated as prairie or natural areas on the Drawings shall have a minimum topsoil depth of 18".

G. It shall be the responsibility of the landscape contractor to prepare all seeded areas by disking and raking prior to planting seed. Soil shall be loosened and scarified to a minimum depth of 6". Fine grading of all seeded areas is required. Maximum size of stone or topsoil lump is 1".

H. Locate all plant material as indicated or as approved in the field by the Landscape Architect. If obstructions are encountered which are not shown on the drawings, then do not proceed with planting operations until alternate plant locations have been selected.

I. Planting holes shall be constructed as shown on the planting details. Holes shall be hand dug or machine dug. Great care will be taken to not excavate the hole deeper than the root ball and the diameter shall be a minimum of two times the root ball width. Remove any materials encountered in excavation that may be injurious to plant growth, including stones larger than 2" in diameter or other debris. Soil to be used as backfill should be pulverized.

J. Provide pre-mixed planting mixture for use around root systems and root balls of the plants. The mixtures are outlined in section B of part 2-02.

K. Prior to planting, provide additional topsoil to all planting beds to bring the finish grade of the bed to 2" above lawn grade and to finish grade of adjacent hard surface grades.

L. Add 2" thickness of mushroom compost to all annual, perennial and groundcover beds. Finish grade bed and install plants.

3-03 PLANTING PROCEDURES:

A. Set plant material in the planting hole to proper grade and alignment. Set plants upright and plumb. Set plant material root flare 2" above the adjacent finish grade. Remove burlap from top 1/3 of root ball. Remove treated burlap (green). Cut and remove or cut and fold down upper half of wire basket, dependent upon tree size. Backfill hole by firmly tamping soil to avoid any air pockets or voids. All ropes/cords shall be removed from base of trunk.

B. Set balled and burlapped plants in the planting hole and compact 8" of soil around the base of the ball. Backfill remaining space with planting mixture. Water plants immediately after planting to eliminate all voids and thoroughly soak the plant root ball.

C. Space groundcover plants according to dimensions given on the plans. Adjust spacing as necessary to evenly fill planting bed with indicated number of plants. Plant to within 18" of the trunks of trees and shrubs or at the edge of the plant ball, whichever is closest. Plant to within 12" of edge of bed.

D. Mulching:
   1. Install 4" depth of mulch around all tree and shrub beds as indicated on drawings or planting details. Mulch shrub planting areas as continuous beds. Do not place mulch directly against tree trunk; form mulch to create an inverted cone around trunk.

   2. Mulch perennial, groundcover and annual planting beds with 2" mushroom compost. Water mulched areas thoroughly after placing mulch.

E. Tree wrapping is not required, unless the Contractor feels it is necessary due to characteristics of a particular species or past experience with the species. The landscape architect will be notified as to which trees are to be wrapped and shall inspect the trunk(s) before wrapping. Tree wrap will not be used to cover damage or defects. When wrapping is done, trunks will be wrapped spirally with approved tree wrapping tape that is not less than 4" wide, and securely tied with suitable cord at the top, bottom and 2" intervals along the trunk. Wrap from ground to the height of the first branch.

F. Staking and guying of trees is optional. If the Contractor chooses to stake all or part of the trees, he/she shall use the method specified in the planting details. One (1) stake is to be used on trees of 1" caliper and under, or 4' height and under. Two (2) stakes are to be used on trees of 1" to 2 3/4" caliper. Guy trees of 3" caliper or larger at three (3) per tree. The root ball will not be pierced with a stake. Stakes are to be driven at least eighteen (18) inches into subsoil below the planting hole. Stakes and wire attachments shall be removed after three months for spring planted material and by the following May for fall planted stock by the Contractor. Staking and guying should be done immediately after lawn seeding or sodding operations.

G. Seeding of specified lawn areas on plans will be treated as follows:
   1. Topsoil shall be spread over all areas to be seeded to a minimum depth of 6" when compacted (to be performed by others).

   2. Seed mixture and application rate - use Premium seed mix as supplied by Arthur Clesen, Inc. Apply at a rate of 5 lbs./1000 s.f.

   3. Apply fertilizers and conditioners at the rate specified per soil test findings. In lieu of soil test results, apply two (2) tons of ground agricultural limestone and 1000 lbs. 10-10-10 or equivalent analysis fertilizer per acre. At least 40% of the fertilizer nitrogen shall be of an organic origin.

   4. Soil preparation areas where vehicular traffic has compacted the soil shall be loosened/scarified to a minimum depth of 6" before fertilizing and seeding. Fine grading of all seeded areas is required. Maximum size of stone or topsoil lump is 1".

   5. Watering seeded areas shall be done to ensure proper germination. Once seeds have germinated, watering may be decreased but the seedlings must never be allowed to dry out completely. Frequent watering should be continued approximately four (4) weeks after germination or until grass has become sufficiently established to warrant watering on an 'as needed' basis.
   6. Turf is being established on a variety of slope conditions. It shall be the Contractor's responsibility to determine and implement whatever procedures he/she deems necessary to establish the turf as part of his/her work. Seeded areas will be accepted when all areas show a uniform stand of the specified grass in healthy condition and at least 90 days have elapsed since the completion of this work. The Contractor shall submit with his/her bid a description of the methods and procedures he/she intends to use.

H. Erosion Control Blanket
   1. Erosion Control Blanket shall be installed per manufacturer's recommendation in all areas shown on the plan.

   2. Install S-75 Erosion Control Blanket as manufactured by North American Green or approved equal.

   3. Blanket should be premarked with staple pattern.

   4. Staples should be 8" wire staples, applied at two (2) per square yard minimum.

   5. Suitable erosion control practices shall be maintained by the CONTRACTOR in accordance with Illinois Urban Manual and all applicable Soil Erosion and Sedimentation Control ordinances and the PLANS.

I. Sodding of specified lawn areas on plans will be completed as follows:
   1. Rake soil surface to receive sod to completely remove any soil crust no more than one day prior to laying sod.

   2. Moisten prepared surface immediately prior to laying sod. Water thoroughly and allow surface moisture to dry before planting lawns. Do not create a muddy soil condition.

   3. Sod shall be laid within 24 hours from the time of stripping. Do not plant dormant sod or if the ground is frozen.

   4. Lay sod to form a solid mass with tightly fitted joints. Butt ends and sides of sod strips; do not overlap. Stagger strips to offset joints in adjacent courses. Work from boards to avoid damage to subgrade or sod. Work sifted soil into minor cracks between pieces of sod; remove excess to avoid smothering of adjacent sod.

   5. Place top elevation of sod 1/2 inch below adjoining edging or paving.

   6. Water sod thoroughly with a fine spray immediately after planting.

   7. After sod and soil have dried, roll seeded areas to ensure a good bond between the sod and soil, and to remove minor depressions and irregularities.

   8. Sodded slopes 3:1 or greater shall be staked to prevent erosion and washout.

   9. Warranty sodding for a period of one (1) year from the end of the 90 day maintenance period. If sod fails or lacks vigor and full growth as determined by the Landscape Architect, the Contractor will repeat site preparation operations and re-sod affected areas at the Contractor's expense.

   10. Note: Sod shall be a premium Kentucky Bluegrass blend, and is required in all areas indicated on the plans as well as areas which have been affected by construction. Sod can be placed as long as water is available and the ground surface can be properly prepared. Sod shall not be laid on frozen or snow-covered ground. Sod shall be strongly rooted, not less than two (2) years old and free of weeds and undesirable native grasses. Sod should be machine cut to pad thickness of 3/4" (plus or minus 1/4"), excluding top growth and thatch. Provide only sod capable of vigorous growth and development when planted (viable, not dormant). Provide sod of uniform pad sizes with maximum 5% deviation in either length or width. Broken pads or pads with uneven ends will not be acceptable. Sod pads incapable of supporting their own weight when suspended vertically with a firm grasp on the upper 10% of pad will not be accepted.

J. Timing of plant material and seeding operations:
   1. Seeding of specified areas shall occur when the soil temperature is above 55° F. No seed shall be sown during periods of high winds, or when the ground is not in proper condition for seeding (see section 3-02 (G)). Seeding operations for the specified mixes shall occur in the spring time frame of April 15 through June 30 and in the summer time frame of August 15 through December 1. The mixes containing bluegrass and fescue seed must have six weeks to harden off for winter survival.

   2. Sod shall be installed when the ground is not frozen or snow covered and temperatures are less than 80° F. It shall not be placed during a period of extended drought.

   3. Herbaceous ornamental plants shall be planted between May 1 and June 15 or between August 15 and December 1.

   4. Spring planting of woody ornamental plants shall be performed from the time the soil can be easily worked until June 1, except that evergreen planting shall end on May 15. Oak, hawthorn and red maple species will only be planted during this spring planting period. Fall planting will begin August 15 and will continue until the ground cannot be worked satisfactorily, except that evergreen planting shall be performed between August 15 and December 1.

3-04 MAINTENANCE:

A. All plantings shall be maintained by the Contractor for a period of 90 days after preliminary acceptance by the Owner or his/her representative. Maintenance shall include but is not limited to: mowing and edging turf, pulling weeds, watering turf areas and plant material plus annual flower maintenance. The Contractor will reset settled plants to proper grade and position. Dead material will be removed. Stakes and guy wires will be tightened and repaired as required.

3-04 ACCEPTANCE:

A. All plant material (excluding annual color), shall be warranteed for one (1) year after the end of the 90 day maintenance period. The end of the maintenance period is marked by the final acceptance of the Contractor's work by the Owner or his/her representative.

3-06 SITE CLEAN-UP:

A. The Contractor shall protect the property of the Owner and the work of other contractors. The Contractor shall also be directly responsible for all damage caused by the activities and for the daily removal of all trash and debris from his/her work area to the satisfaction of the landscape architect .

DATE | REVISIONS | DRAWN BY

Manhard CONSULTING
One Overlook Point, Suite 290, Lincolnshire, IL 60069 ph:847.634.5550 fx:847.634.0095 manhard.com
Civil Engineers • Surveyors • Water Resource Engineers • Water & Wastewater Engineers
Construction Managers • Environmental Scientists • Landscape Architects • Planners

PROPOSED TESLA CAR DEALERSHIP
VILLAGE OF NORTHBROOK, ILLINOIS
LANDSCAPE SPECIFICATIONS

PROJ. MGR.: TEC
PROJ. ASSOC.:
DRAWN BY: JSH
DATE: 12/08/2022
SCALE: 1"=30'

SHEET
L4 OF L4
FCINBIL01

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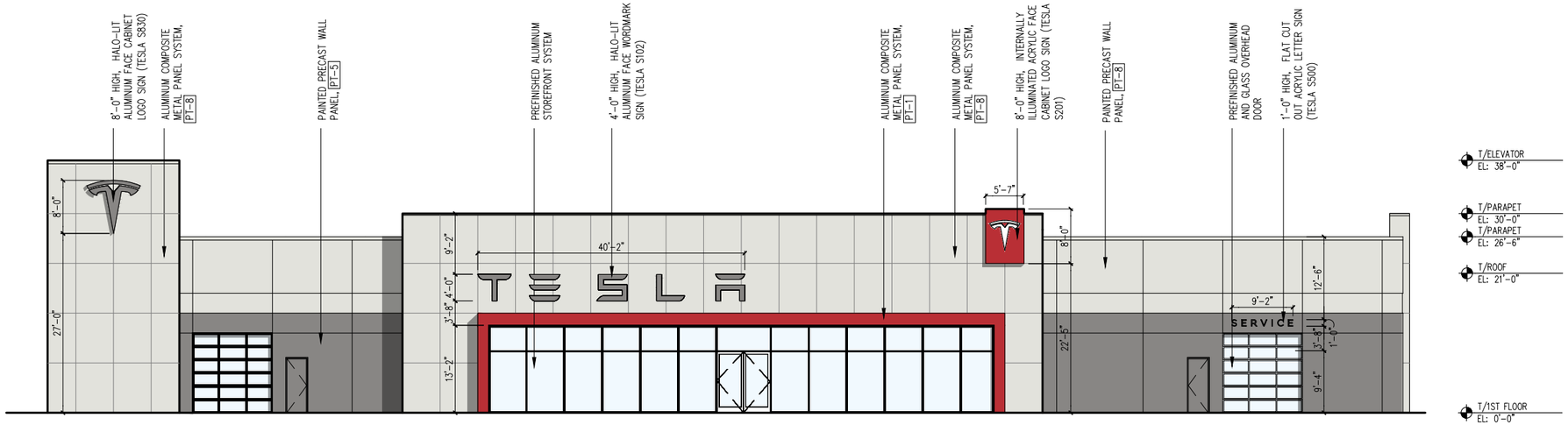
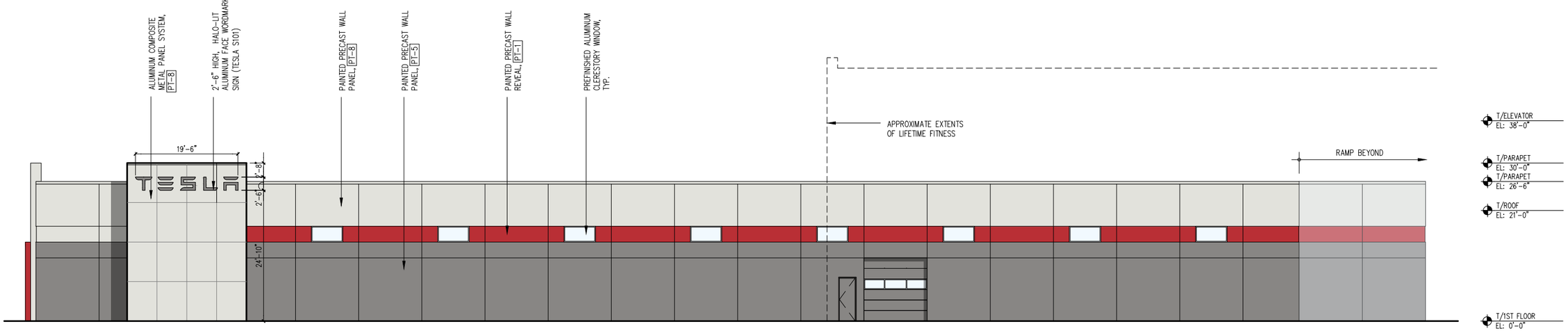
December 9, 2022 – 12:25 Dwg Name: P:\Fcinbil01\dwg\Landplan\02-Final\01-Landscape-Plan.dwg Updated By: JHendricks

Attachment: D- Tsela - Site Plan, Landscape Plan, Elevations, 3D views, Utility plans (6566 : A Resolution Approving a First Amendment to the Subdivision and Development Agreement for 1000 Skoki)



1 / 2.0 EAST ELEVATION
SCALE: 1" = 20'



2 / 2.0 NORTH ELEVATION
SCALE: 1" = 20'

FORT UNION FOCUS

STUDIO 222 ARCHITECTS

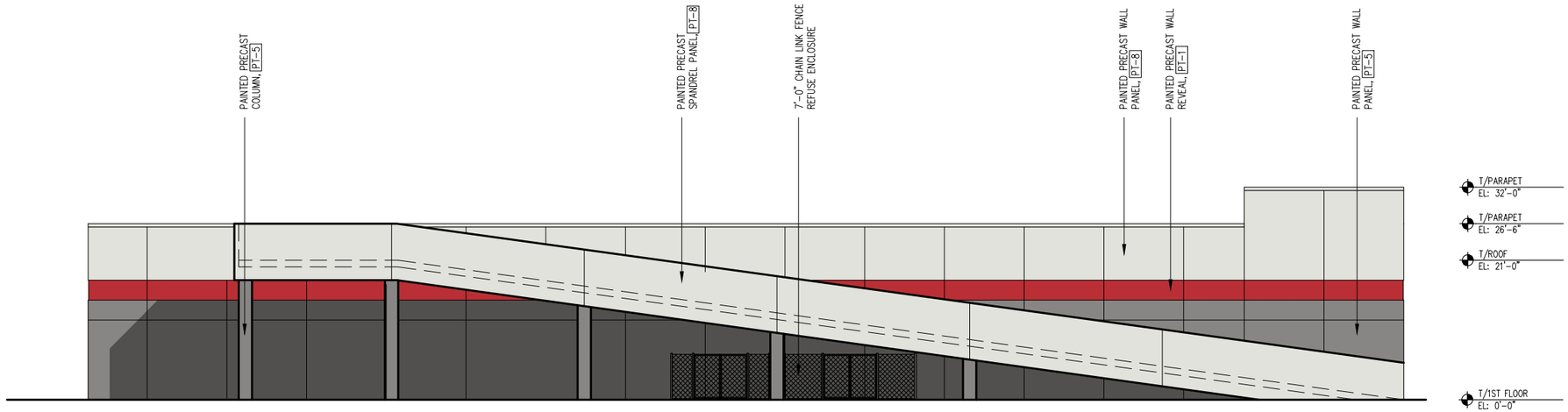
NEW CAR DEALERSHIP
NORTHBROOK, ILLINOIS

PROJECT NUMBER: 17061

2.0

11/

Attachment: D- Tsela - Site Plan, Landscape Plan, Elevations, 3D views, Utili
ty plans (6566 : A Resolution Approving a First Amendment to the



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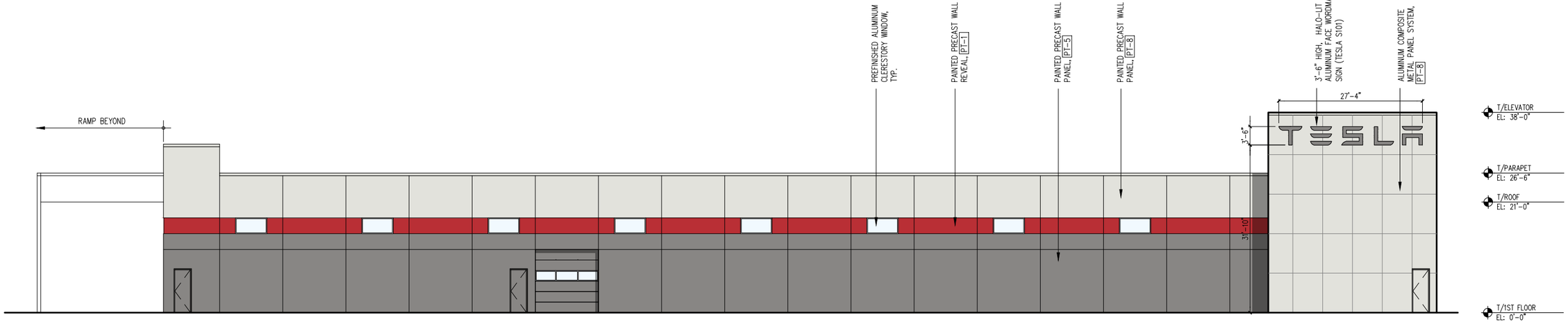


2 / 2.1 SOUTH ELEVATION
SCALE: 1" = 20'

FORT UNION FOCUS

STUDIO 222 ARCHITECTS

NEW CAR DEALERSHIP
NORTHBROOK, ILLINOIS

PROJECT NUMBER: 17061

2.1

11/

Attachment: D- Tsela - Site Plan, Landscape Plan, Elevations, 3D views, Utility plans (6566 : A Resolution Approving a First Amendment to the









FORT UNION FOCUS

STUDIO 222 ARCHITECTS

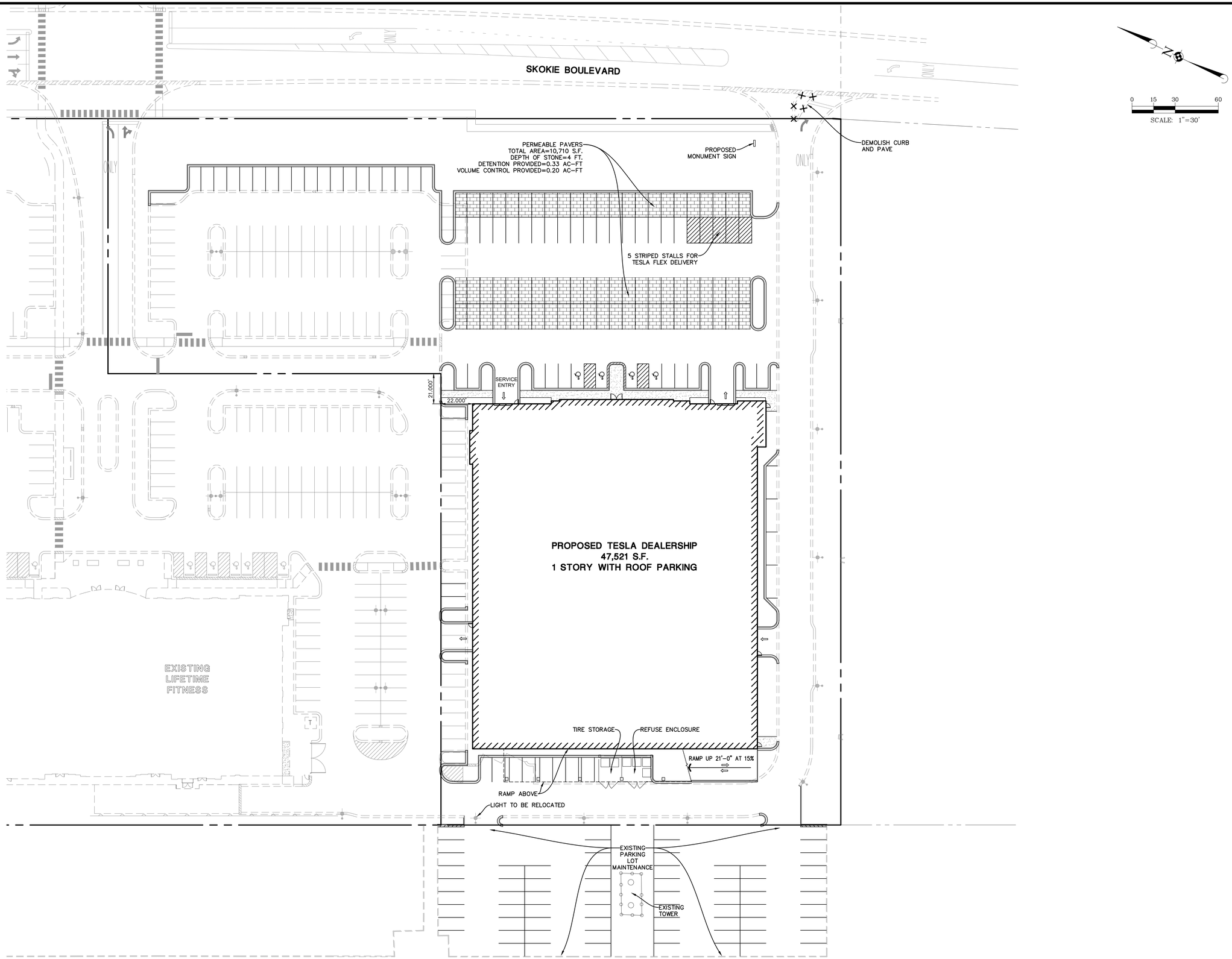
NEW CAR DEALERSHIP
NORTHBROOK, ILLINOIS

3.0

PROJECT NUMBER: 17061

12/0

Attachment: D- Tsela - Site Plan, Landscape Plan, Elevations, 3D views, Utility plans (6566 : A Resolution Approving a First Amendment to the



DATE	REVISIONS	DRAWN BY
11-15-22	REVISED PER CLIENT REVIEW	MH

Manhard CONSULTING

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Civil Engineers • Surveyors • Water Resource Engineers • Water & Wastewater Engineers
Construction Managers • Environmental Scientists • Landscape Architects • Planners

PROPOSED TESLA CAR DEALERSHIP
VILLAGE OF NORTHBROOK, ILLINOIS
SITE DEVELOPMENT PLAN

PROJ. MGR.: TEC
PROJ. ASSOC.: GTB
DRAWN BY: MH
DATE: 10-19-22
SCALE: 1"=30'

SHEET 1 OF 2

FCINBIL01

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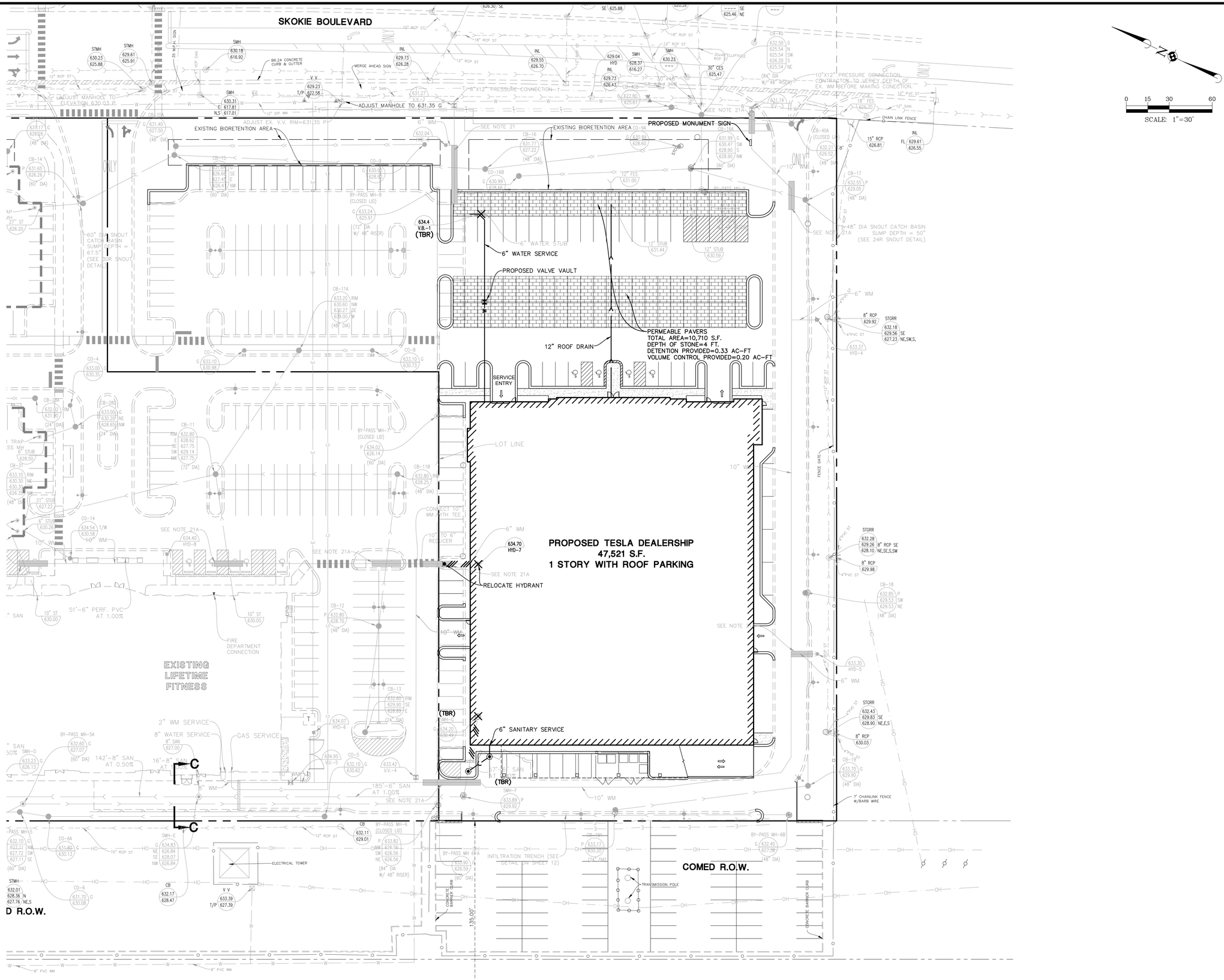
November 15, 2022 - 10:28 Dwg Name: P:\FCinbil01\dwg\Eng\base Drawings\baseSite.dwg Updated By: mhamilton

Attachment: D- Tsela - Site Plan, Landscape Plan, Elevations, 3D views, Utility plans (6566 : A Resolution Approving a First Amendment to the Subdivision and Development Agreement for 1000 Skoki)



DATE	REVISIONS	DRAWN BY
11-15-22	REVISED PER CLIENT REVIEW	MH

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Construction Managers • Environmental Scientists • Landscape Architects • Planners

PROPOSED TESLA CAR DEALERSHIP
VILLAGE OF NORTHBROOK, ILLINOIS
PRELIMINARY UTILITY PLAN

PROJ. MGR.: TEC
PROJ. ASSOC.: GTB
DRAWN BY: TEC
DATE: 10-19-22
SCALE: 1"=30'

SHEET 2 OF 2

FCINBIL01

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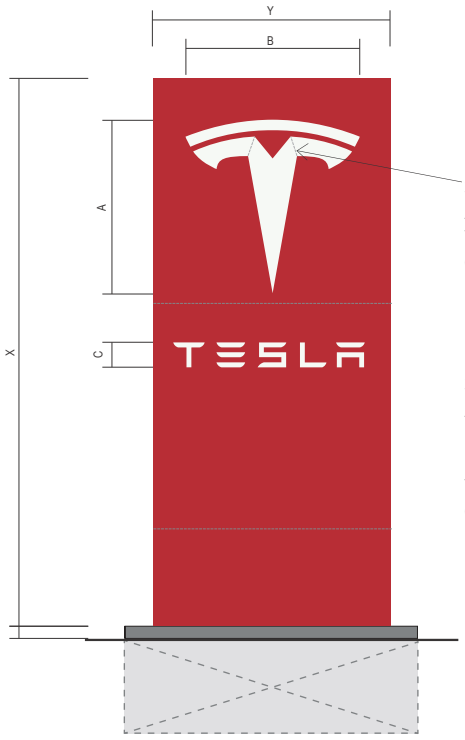
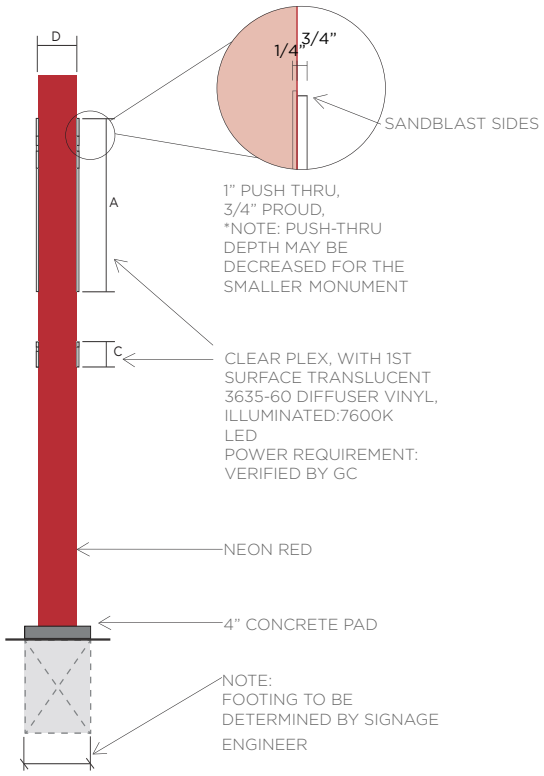
November 15, 2022 - 11:25 Dwg Name: P:\FcinBil01\dwg\Eng\Preliminary\Plan Set\UTILITY EXHIBIT.dwg Updated By: mhamilton

Attachment: D- Tsela - Site Plan, Landscape Plan, Elevations, 3D views, Utility plans (6566 : A Resolution Approving a First Amendment to the Subdivision and Development Agreement for 1000 Skoki)

S301

EXTERIOR MONUMENT: SALES, SERVICE, DELIVERY





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7'-0"	3'-0 1/2"	2'-2 5/8"	2'-2 3/4"	3 7/8"	1'-0"	21.29
8'-0"	3'-5 5/8"	2'-6 3/8"	2'-6 1/2"	4 3/8"	1'-0"	27.75
9'-0"	3'-10 7/8"	2'-10 1/4"	2'-10 3/8"	5"	1'-2"	35.16
10'-0"	4'-4"	3'-2"	3'-2"	5 1/2"	1'-2"	43.33
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20'-0"	8'-8"	6-4"	6-4 3/8"	11"	2'-0"	173.33

*TO BE VERIFIED WITH ENGINEERING

PT1
BM 2087-10
NEON RED
PMS 19-1664
SATIN FINISH

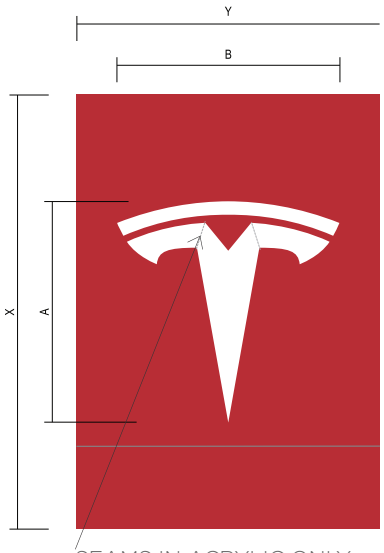
CLEAR PLEX

TRANSLUC. 3635-60 DIFFUSER VINYL

Attachment: E- Tesla - Sign Plan (6566 : A Resolution Approving a First Amendment to the Subdivision and Development Agreement for 1000

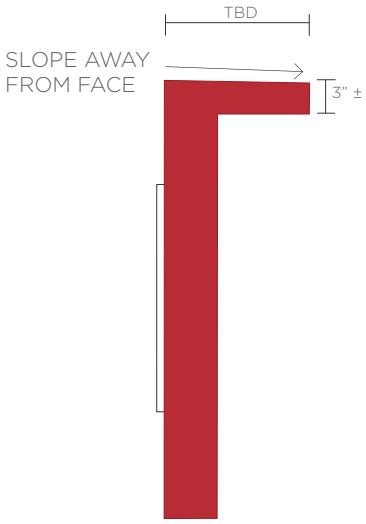
S201

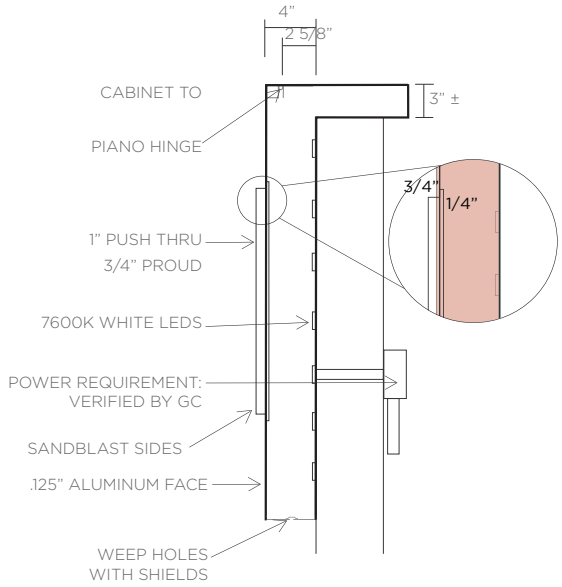
EXTERIOR CABINET: T



SEAMS IN ACRYLIC ONLY
WHEN LOGO IS OVER 6'-0"

NOTE:
AVOID SEAMS IN ALUMINUM IF POSSIBLE. IF REQUIRED,AVOID COPY & LOGO, IF POSSIBLE





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6'-0"	4'-2 1/4"	3'-0 3/4"	3'-0 7/8"	25.13
7'-0"	4'-10 5/8"	3'-6 7/8"	3'-7"	34.20
8'-0"	5'-7"	4'-1"	4'-1 1/8"	44.67
9'-0"	6'-3 1/2"	4'-7"	4'-7 1/4"	55.63
10'-0"	6'-11 2/4"	5'-1 1/8"	5'-1 1/2"	69.79
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12'-0"	8'-4 1/2"	6-1 3/8"	6-1 3/4"	100.50
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14'-0"	9'-9 3/8"	7'-1 5/8"	7'-2"	136.94

PT1
BM 2087-10
NEON RED
PMS 19-1664
SATIN FINISH

CLEAR
PLEX

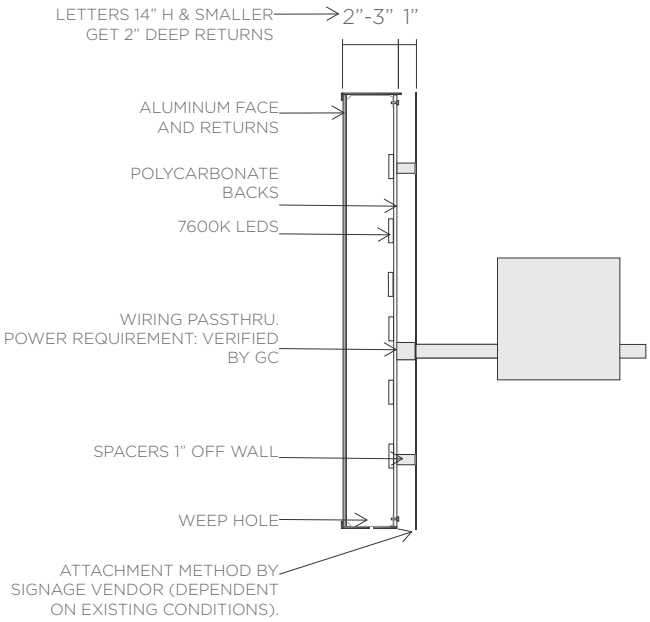
TRANSLUC.
3635-60
DIFFUSER
VINYL

Attachment: E- Tesla - Sign Plan (6566 : A Resolution Approving a First Amendment to the Subdivision and Development Agreement for 1000



VENDOR TO INDICATE SCOPE OF WORK REQUIRED BY GC

1. SHOW LOCATION OF EACH PASS THRU FOR EACH "SECTION" OF THE WORDMARK, TYP.
2. LOCATION AND SIZE OF WIREWAY ON BACKSIDE OF WORDMARK.
3. SHOW DETAILS FOR EXTERIOR WORKWAY AND INTERIOR WIREWAY INSTALLATIONS
4. SHOW LOCATION OF 14 AND 16, POWER SUPPLY, DISCONNECT SWITCH AND PRIMARY



STANDARD SPACING		
X	Y	SQ. FT.
1'-6"	11'-8 1/2"	17.31
2'-0"	15'-7 1/4"	30.79
2'-6"	19'-6 1/8"	48.10
3-0"	23'-5"	69.25
3'-6"	27'-3 3/4"	94.28
4'-0"	31'-2 5/8"	123.13

SPACER
PAINT TO MATCH WALL
SATIN FINISH

PT5
BM2124-20
TROUT GREY
SATIN FINISH

PT2
BMOC-65
CHANTILLY LACE
SATIN FINISH

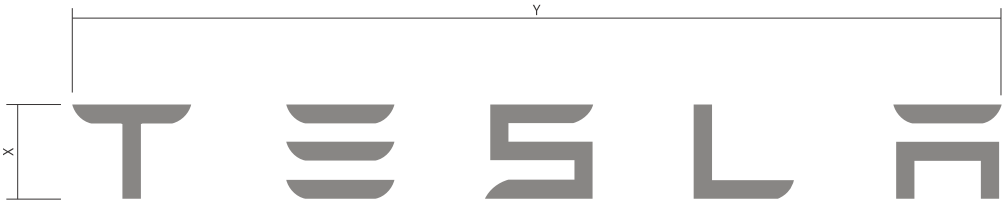
RETAIL STOREFRONTS ONLY

MATTHEWS
BR. ALUM.
41342SP
SATIN FINISH

Attachment: E- Tesla - Sign Plan (6566 : A Resolution Approving a First Amendment to the Subdivision and Development Agreement for 1000

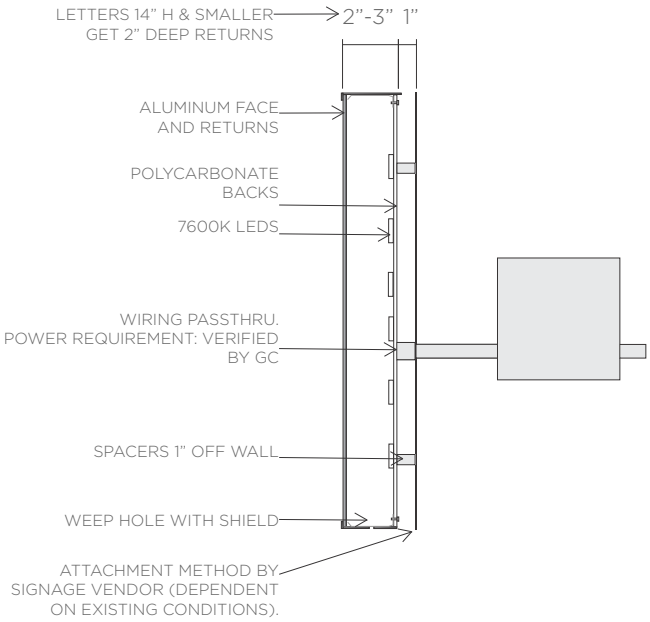
S102

EXTERIOR HALO LIT WORDMARK: 10% SPACING



VENDOR TO INDICATE SCOPE OF WORK REQUIRED BY GC

1. SHOW LOCATION OF EACH PASS THRU FOR EACH "SECTION" OF THE WORDMARK, TYP.
2. LOCATION AND SIZE OF WIREWAY ON BACKSIDE OF WORDMARK.
3. SHOW DETAILS FOR EXTERIOR WORKWAY AND INTERIOR WIREWAY INSTALLATIONS
4. SHOW LOCATION OF 14 AND 16, POWER SUPPLY, DISCONNECT SWITCH AND PRIMARY



10% SPACING		
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2'-0"	20'-0 7/8"	39.46
2'-6"	25'-1 1/8"	61.67
3-0"	30'-1 3/8"	88.78
3'-6"	35'-1 5/8"	120.86
4'-0"	40'-1 3/4"	157.83

SPACER
PAINT TO MATCH WALL
SATIN FINISH

PT5
BM2124-20
TROUT GREY
SATIN FINISH

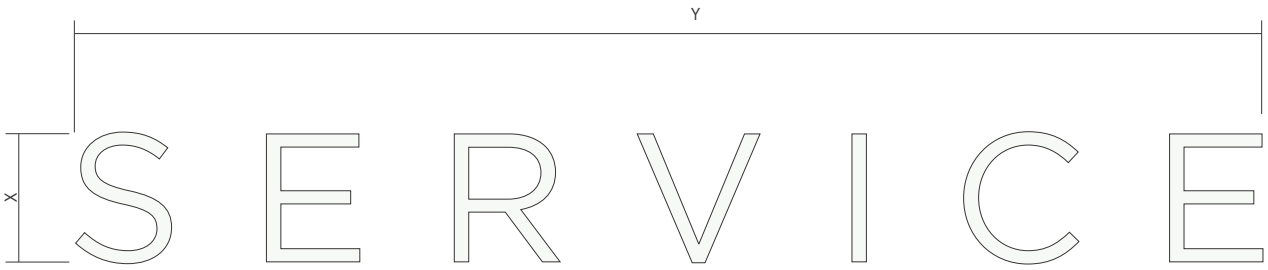
PT2
BMOC-65
CHANTILLY LACE
SATIN FINISH

RETAIL STOREFRONTS ONLY
MATTHEWS BR. ALUM. 41342SP
SATIN FINISH

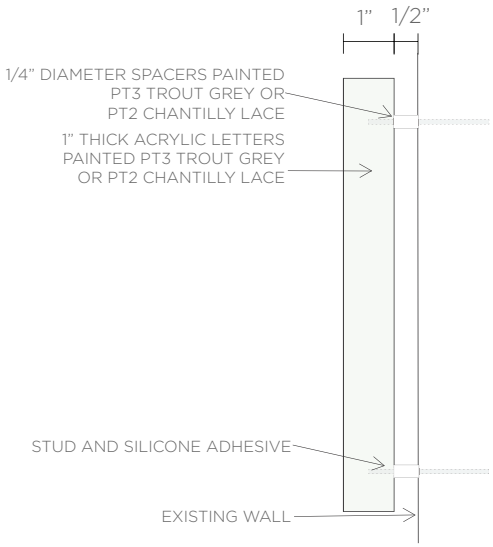
Attachment: E- Tesla - Sign Plan (6566 : A Resolution Approving a First Amendment to the Subdivision and Development Agreement for 1000

S500

EXTERIOR SERVICE SIGN FLAT CUT OUT



X: (MEASURED OFF HEIGHT OF "E")
Y: (WILL VARY FROM TABLE, TYP. LINE UP WITH OUTSIDE ENDS OF BAY DOORS



FOR LIGHT BACK GROUND OR FOR DARK BACK GROUND

PT5
BM2124-20
TROUT GREY
SATIN FINISH

PT2
BMOC-65
CHANTILLY LACE
SATIN FINISH

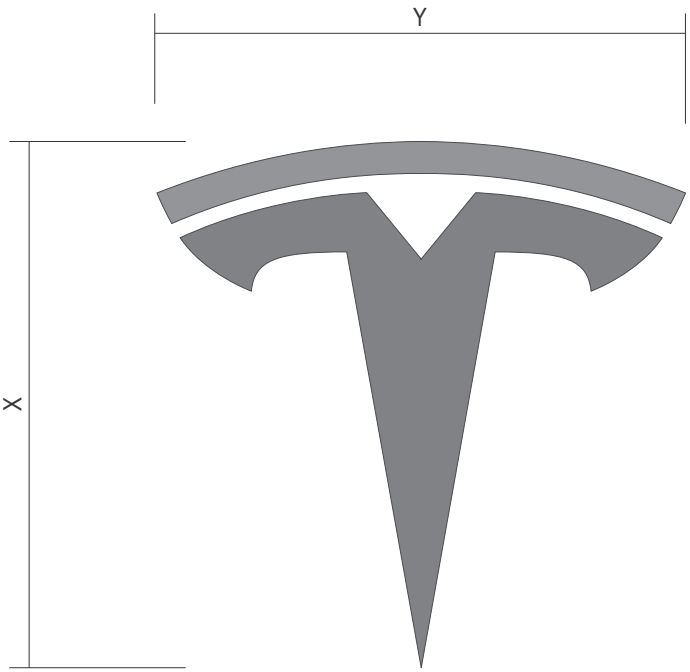
PX
TO MATCH WALL
VERIFY

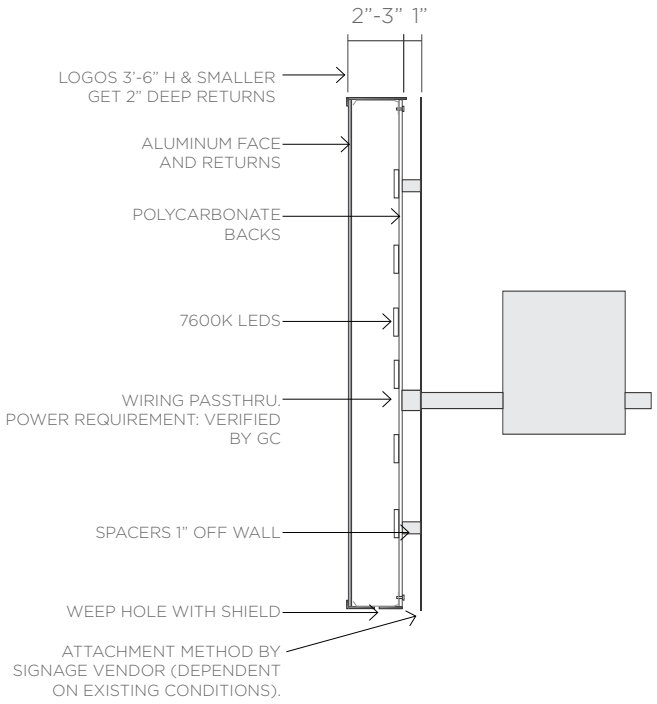
SERVICE		
X	Y	SQ. FT.
9-1/2"	7'-4 1/2"	5.84
1'-0"	9'-3 3/8"	9.28
1'-3 1/2"	12'-0"	15.5
1'-6"	13'-11"	20.88

Attachment: E- Tesla - Sign Plan (6566 : A Resolution Approving a First Amendment to the Subdivision and Development Agreement for 1000

S830

EXTERIOR HALO-LIT T





VENDOR TO INDICATE SCOPE OF WORK REQUIRED BY GC

1. SHOW LOCATION OF EACH PASS THRU FOR EACH "SECTION" OF THE LOGO, TYP.
2. LOCATION AND SIZE OF WIREWAY ON BACKSIDE OF WORDMARK.
3. SHOW DETAILS FOR EXTERIOR WORKWAY AND INTERIOR WIREWAY INSTALLATIONS
4. SHOW LOCATION OF 14 AND 16, POWER SUPPLY, DISCONNECT SWITCH AND PRIMARY

HALO-LIT LOGO	
X	Y
1'-9"	1'-9"
2'-6"	2'-6 1/8"
3'-0"	3'-0 1/8"
3'-6"	3'-6 1/8"
4'-0"	4'-0 1/4"
6'-0"	6'-0 1/2"
8'-0"	8'-0 1/2"

SPACER
PAINT TO MATCH WALL
SATIN FINISH

PT5
BM2124-20
TROUT GREY
SATIN FINISH

PT2
BMOC-65
CHANTILLY LACE
SATIN FINISH

RETAIL STOREFRONTS ONLY
MATTHEWS
BR. ALUM.
41342SP
SATIN FINISH

Attachment: E- Tesla - Sign Plan (6566 : A Resolution Approving a First Amendment to the Subdivision and Development Agreement for 1000

Attachment: F- Tesla - Preliminary Stormwater Report (6566 : A Resolution Approving a First Amendment to the Subdivision and Development

PRELIMINARY STORMWATER REPORT

For

PROPOSED TESLA CAR DEALERSHIP

VILLAGE OF NORTHBROOK, COOK COUNTY, ILLINOIS

PREPARED FOR:

FOCUS
100 S WACKER DRIVE, SUITE 2100
CHICAGO, ILLINOIS 60606
PHONE: (847) 441-0474

PREPARED BY:

MANHARD CONSULTING
1 OVERLOOK POINT, SUITE 290
LINCOLNSHIRE, ILLINOIS 60069
PHONE: (847) 634-5550

JOB CODE: FCI.NBIL01
DECEMBER 9, 2022

PRELIMINARY STORMWATER REPORT FOR PROPOSED TESLA CAR DEALERSHIP VILLAGE OF NORTHBROOK, ILLINOIS

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  - MWRD Detention Requirements
  - Village of Northbrook Detention Requirements
- Volume Control Summary

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- Stormwater Exhibit – Permitted vs. Proposed Conditions

Tab 2: Detention

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- Curve Number Calculation – Proposed Conditions
- MWRD Detention Calculations
  - Bulletin 70 Nomograph Calculation – Permitted Conditions
  - Bulletin 75 Nomograph Calculation – Proposed Conditions
  - MWRD Permit No. 16-230 Stormwater Report Narrative Excerpt – MWRD Required Detention and Provided Detention
- Village of Northbrook Detention Calculations
  - Bulletin 70 Nomograph Calculation – Permitted Conditions
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  - Detention Calculations – Village Required Detention and Proposed Permeable Pavers Detention Provided

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Attachment: F- Tesla - Preliminary Stormwater Report (6566 : A Resolution Approving a First Amendment to the Subdivision and Development

Attachment: F- Tesla - Preliminary Stormwater Report (6566 : A Resolution Approving a First Amendment to the Subdivision and Development

PRELIMINARY STORMWATER NARRATIVE
PROPOSED TESLA CAR DEALERSHIP
VILLAGE OF NORTHBROOK, ILLINOIS

PROJECT SUMMARY

This report summarizes the preliminary stormwater calculations for the proposed Tesla car dealership on the undeveloped southern lot (Lot 3) of the Lifetime Subdivision in Northbrook, Illinois. The proposed development will disturb 2.49 acres on Lot 3 that is tributary to the existing stormwater management facilities previously permitted under MWRD Permit No. 16-230 as part of the Mixed Use Development plans for the subdivision. These existing permitted stormwater facilities were designed to provide detention and volume control for a childcare facility to be constructed on Lot 3. The stormwater facilities are assumed to have been built per plans and provide the permitted amount of volume for the entire development.

The new proposed improvements for Lot 3 include a proposed Tesla car dealership in place of the childcare facility. As a result of this site plan change, additional detention and volume control will be provided in permeable pavers within the dealership parking lot to account for (1) the current rainfall data as required by the MWRD and the Village of Northbrook and (2) the increase in impervious area that the new Tesla site plan is proposing in comparison to the original childcare facility site plan. The permitted vs. proposed conditions are depicted on the 'Stormwater Exhibit – Permitted vs. Proposed Conditions' included in Tab 1 of this report. The stormwater calculations presented comply with the requirements set forth in the MWRD WMO and the Village of Northbrook Stormwater Code.

DETENTION SUMMARY

The detention design for the Tesla development was determined through two separate analyzes to satisfy (1) the MWRD detention requirements and (2) the Village of Northbrook detention requirements, as summarized in the following sections.

MWRD DETENTION REQUIREMENTS

The additional detention required to comply with the MWRD requirements for the Tesla development was determined by comparing the development area Nomographs for the permitted conditions and the proposed conditions utilizing the site's watershed-specific release rate of 0.30 cfs/ac per Appendix E of the WMO (North Branch Watershed). The table below summarizes the parameters used and the additional detention requirement calculations to satisfy the MWRD:

Permitted vs. Proposed Detention Requirement Summary Table - MWRD

Site Condition	Rainfall Data	MWRD Required Release Rate (cfs/ac)	Curve Number	Detention Required (ac-ft)
Permitted	Bulletin 70	0.30	93	0.65
Proposed	Bulletin 75	0.30	96	0.93
			Additional Detention Required per MWRD	**0.28**
			Excess Detention Provided in Existing Detention Vaults	**1.64**

Due to the Village of Northbrook's stricter detention requirements, the existing permitted detention vaults were designed to provide additional detention storage in excess of the MWRD requirement at the time of permitting. Therefore, the additional detention required to satisfy the MWRD detention requirement for the Tesla development is already met by the excess volume provided within the existing detention vaults; no additional detention volume is required to be constructed as part of the proposed Tesla development to satisfy the MWRD requirements. Supporting documentation and calculations are provided in Tab 2 of this report.

VILLAGE OF NORTHBROOK DETENTION REQUIREMENTS

The additional detention required to comply with the Village of Northbrook's stormwater requirements for the Tesla development was determined by comparing the development area Nomographs for the permitted conditions and the proposed conditions utilizing the Village's release rate of 0.15 cfs/ac. On top of the additional detention required per this Nomograph analysis, the Village requires the total storage volume provided to include the required volume plus an additional 15%. The table below summarizes the parameters used and the additional detention requirement calculations to satisfy the Village of Northbrook:

Permitted vs. Proposed Detention Requirement Summary Table – Village of Northbrook

Site Condition	Rainfall Data	Village Required Release Rate (cfs/ac)	Curve Number	Detention Required (ac-ft)
Permitted	Bulletin 70	0.15	93	0.97
Proposed	Bulletin 75	0.15	96	1.26
			Additional Detention Required	**0.29**
			Additional Detention Required per Village of Northbrook (Req. + 15%)	**0.33**
			Additional Detention Provided in Proposed Permeable Pavers	**0.33**

Due to the Village of Northbrook having a lower required release rate than the MWRD and the 15% volume excess requirement, additional detention is required to be constructed as part of the proposed Tesla development to satisfy the Village's requirements. The existing permitted detention facilities were designed to meet the Village's requirements at the time of permitting, without any excess volume provided. Therefore, permeable pavers are proposed within the dealership parking lot to provide the additional detention volume required by the Village. Supporting calculations are provided in Tab 2 of this report.

VOLUME CONTROL SUMMARY

Per the MWRD requirements, volume control is required to capture the first inch of rainfall over the new impervious surface proposed as part of the Tesla development. The volume control requirements for the subdivision were originally determined for each individual volume control sub-area as permitted. For the purpose of this analysis, the volume control was assessed for the overall development area for simplicity. Per MWRD Permit No. 16-230, the total volume control provided for all impervious area on the entire subdivision was 1.13 ac-ft. For this analysis, the additional volume control required was determined by comparing the amount of impervious area within the 2.49-acre development area as it was permitted (i.e. with the childcare facility site plan) versus the impervious area proposed as part of the new Tesla site plan. The net increase in impervious area proposed on the Tesla site plan versus the permitted childcare facility site plan requires volume control. (See the Stormwater Exhibit provided in Tab 1 for a direct comparison of the impervious area present in the permitted

Attachment: F- Tesla - Preliminary Stormwater Report (6566 : A Resolution Approving a First Amendment to the Subdivision and Development

condition versus the proposed condition that was used for this analysis). The table below summarizes the parameters used and the additional volume control requirement calculations to satisfy the MWRD:

Permitted vs. Proposed Volume Control Requirement Summary Table - MWRD

Site Condition	Impervious Area (ac)	Volume Control Required (ac-ft)
Permitted	2.05	0.171
Proposed	2.09	0.174
Additional Volume Control Required		**0.003**
Additional Volume Control Provided		**0.195**

The additional volume control is provided within the permeable pavers proposed in the dealership parking lot. Supporting calculations are provided in Tab 3 of this report.

Attachment: F- Tesla - Preliminary Stormwater Report (6566 : A Resolution Approving a First Amendment to the Subdivision and Development

TAB 1:

SITE MAPS

Attachment: F- Tesla - Preliminary Stormwater Report (6566 : A Resolution Approving a First Amendment to the Subdivision and Development

Google Maps

Proposed Tesla Car Dealership
Village of Northbrook, Illinois
Location Map

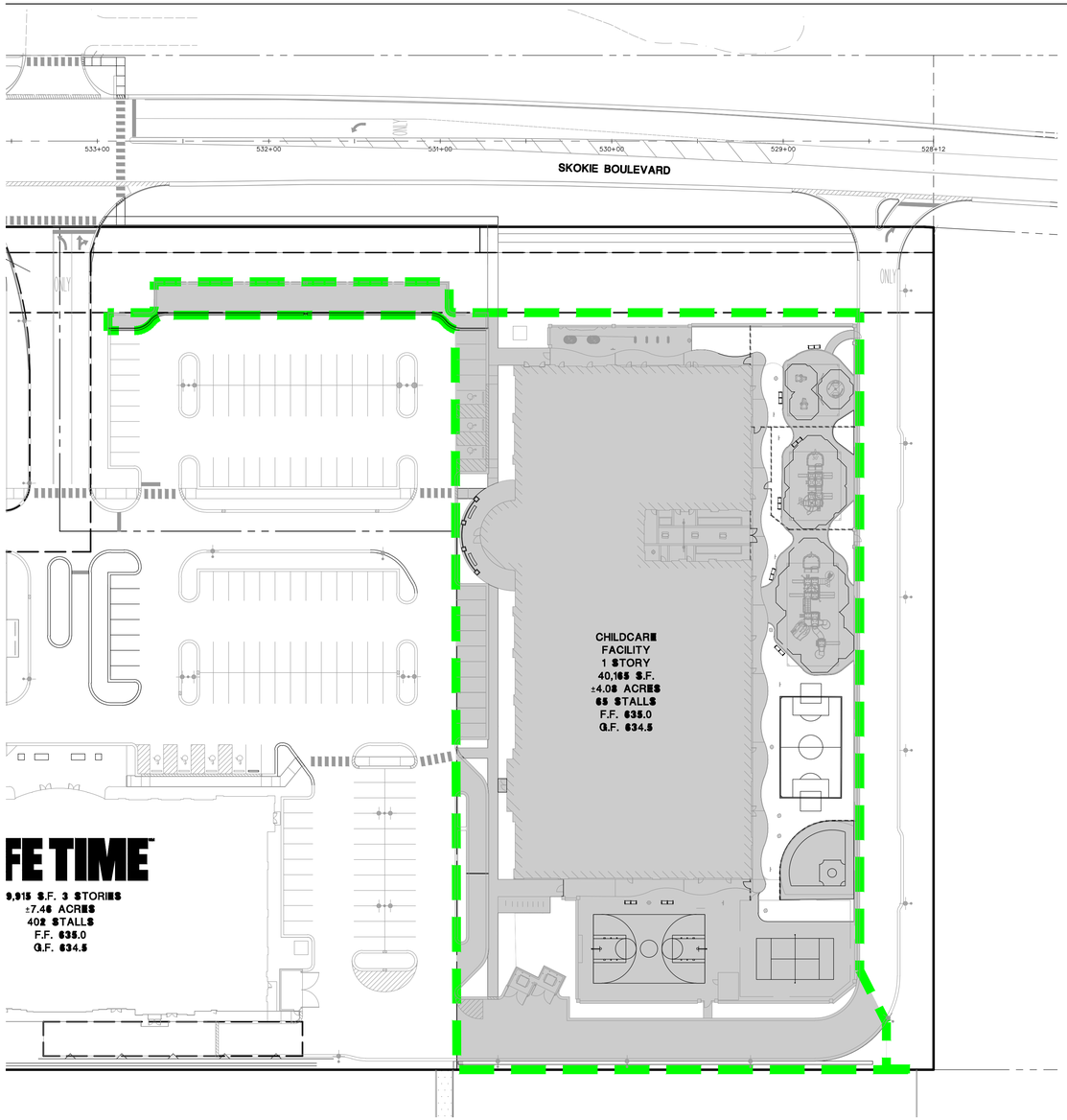


Imagery ©2022 Google, Imagery ©2022 CNES / Airbus, Maxar Technologies, U.S. Geological Survey, USDA/FPAC/GEO, Map data ©2022 Google 200 ft

Attachment: F- Tesla - Preliminary Stormwater Report (6566 : A Resolution Approving a First Amendment

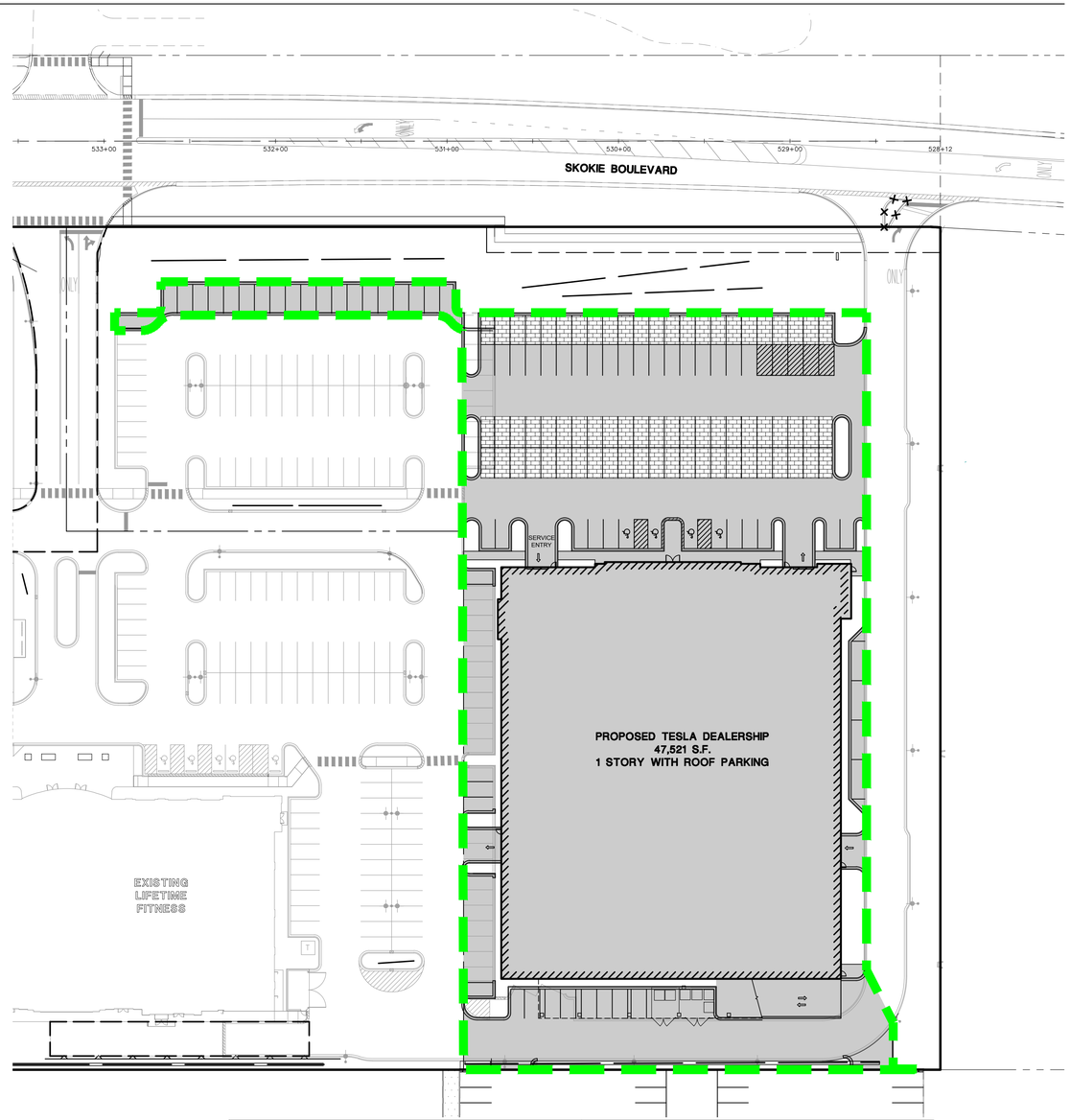
GRAPHIC SCALE
30 0 15 30 60 120
(IN FEET)
1 inch = 30 ft.

PERMITTED CONDITIONS



PERMITTED CONDITIONS SUMMARY	PERMITTED CONDITIONS SUMMARY
DEVELOPMENT AREA 2.49 AC	CN = 93
IMPERVIOUS AREA 2.05 AC	MWRD REQUIRED DETENTION (B70) = 0.648 AC-FT REQUIRED VOLUME CONTROL = 0.171 AC-FT
PERVIOUS AREA 0.44 AC	VILLAGE OF NORTHBROOK REQUIRED DETENTION (B70) = 0.970 AC-FT

PROPOSED CONDITIONS



PROPOSED CONDITIONS SUMMARY	PROPOSED CONDITIONS SUMMARY
DEVELOPMENT AREA 2.49 AC	CN = 96
IMPERVIOUS AREA 2.09 AC	MWRD REQUIRED DETENTION (B75) = 0.925 AC-FT REQUIRED VOLUME CONTROL = 0.174 AC-FT
PERVIOUS AREA 0.15 AC	VILLAGE OF NORTHBROOK REQUIRED DETENTION (B75) = 1.260 AC-FT
PERMEABLE PAVERS AREA 0.25 AC	

DRAWN BY
REVISIONS
DATE

Manhard CONSULTING LTD
800 Woodlands Parkway, Vernon Hills, IL 60061 ph 847.634.0500 fx 847.634.0088 manhard.com
Civil Engineers • Surveyors • Water Resource Engineers • Water & Wastewater Engineers
Construction Managers • Environmental Scientists • Landscape Architects • Planners

PROPOSED TESLA CAR DEALERSHIP
NORTHBROOK, ILLINOIS
STORMWATER EXHIBIT - PERMITTED VS. PROPOSED CONDITIONS

PROJ. MGR.:	TEC
PROJ. ASSOC.:	KRK
DRAWN BY:	KRK
DATE:	12-08-22
SCALE:	1"=30'

SHEET 1

FCINBIL

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Attachment: F- Tesla - Preliminary Stormwater Report (6566 : A Resolution Approving a First Amendment to the Subdivision and Development Agreement for 1000 Skokie)

December 8, 2022 - 2:42 Data Name: P:\Projects\Documents\StormWater Reports\Exhibits\Volume Control Comparison Exhibit - Tesla.dwg Updated By: KKilcawers

Attachment: F- Tesla - Preliminary Stormwater Report (6566 : A Resolution Approving a First Amendment to the Subdivision and Development

TAB 2:

DETENTION

Worksheet 2: Runoff curve number

Project	By	Date
Mixed Use Development	BHS	3/22/2016
Location	**Checked**	**Date**
Northbrook, IL		

Check one: Present **X** Developed

1. Runoff Curve Number: Total Onsite Tributary Area

Soil name and hydrologic group (appendix A)	Cover Description (cover type, treatment, and hydrologic condition; percent impervious; unconnected/ connected impervious area ratio)	CN Table 2-2	CN Figure 2-3	CN Figure 2-4	Area (acres / mi^2 / %)	X	Product of CN x area
	ONSITE						
D	Impervious	98			12.85		1259.30
D	Pervious	80			5.21		416.80
				Totals	18.06		1676.10

$$\text{CN (weighted)} = \frac{\text{total product}}{\text{total area}} = \frac{1676.1}{18.06} = 92.81$$

Use CN **93**

Attachment: F- Tesla - Preliminary Stormwater Report (6566 : A Resolution Approving a First Amendment to the Subdivision and Development

COMPOSITE RUNOFF CURVE NUMBER (*CN*)

PROJECT: **Proposed Tesla Car Dealership** **PERMIT NUMBER:** **16-230**

LOCATION: **Village of Northbrook, Illinois** **DATE:** **12/8/2022**

TYPE OF AREA (SELECT WITH DROP-DOWN)

- **X** DETAINED AREA
- ___ UNRESTRICTED AREA
- ___ UPSTREAM AREA
- ___ MAJOR STORMWATER SYSTEM
- ___ OTHER: ___

CONDITION (SELECT WITH DROP-DOWN)

- **X** PROPOSED CONDITION
- ___ EXISTING CONDITION

RUNOFF CURVE NUMBER

Surface Description	Hydrologic Soil Group (HSG)	CN	Area (acres)	Product (CN)(Area)
Impervious	D	98	2.09	204.82
Pervious	D	80	0.15	12.00
Permeable Pavement	D	91	0.25	22.75
TOTALS:			2.49	239.57

COMPOSITE RUNOFF CURVE NUMBER

$$\text{Composite CN} = \frac{\text{Total Product}}{\text{Total Area}} = \frac{239.57}{2.49} \rightarrow \textbf{Composite CN} = \boxed{96}$$

Attachment: F- Tesla - Preliminary Stormwater Report (6566 : A Resolution Approving a First Amendment to the Subdivision and Development

MWRD DETENTION CALCULATIONS

Attachment: F- Tesla - Preliminary Stormwater Report (6566 : A Resolution Approving a First Amendment to the Subdivision and Development

NOMOGRAPH: BULLETIN 70 RAINFALL DATA

PROJECT:	**Proposed Tesla Car Dealership (As Permitted)**	**PERMIT NUMBER:**	**16-230**
LOCATION:	**Village of Northbrook, Illinois**	**DATE:**	**12/8/2022**

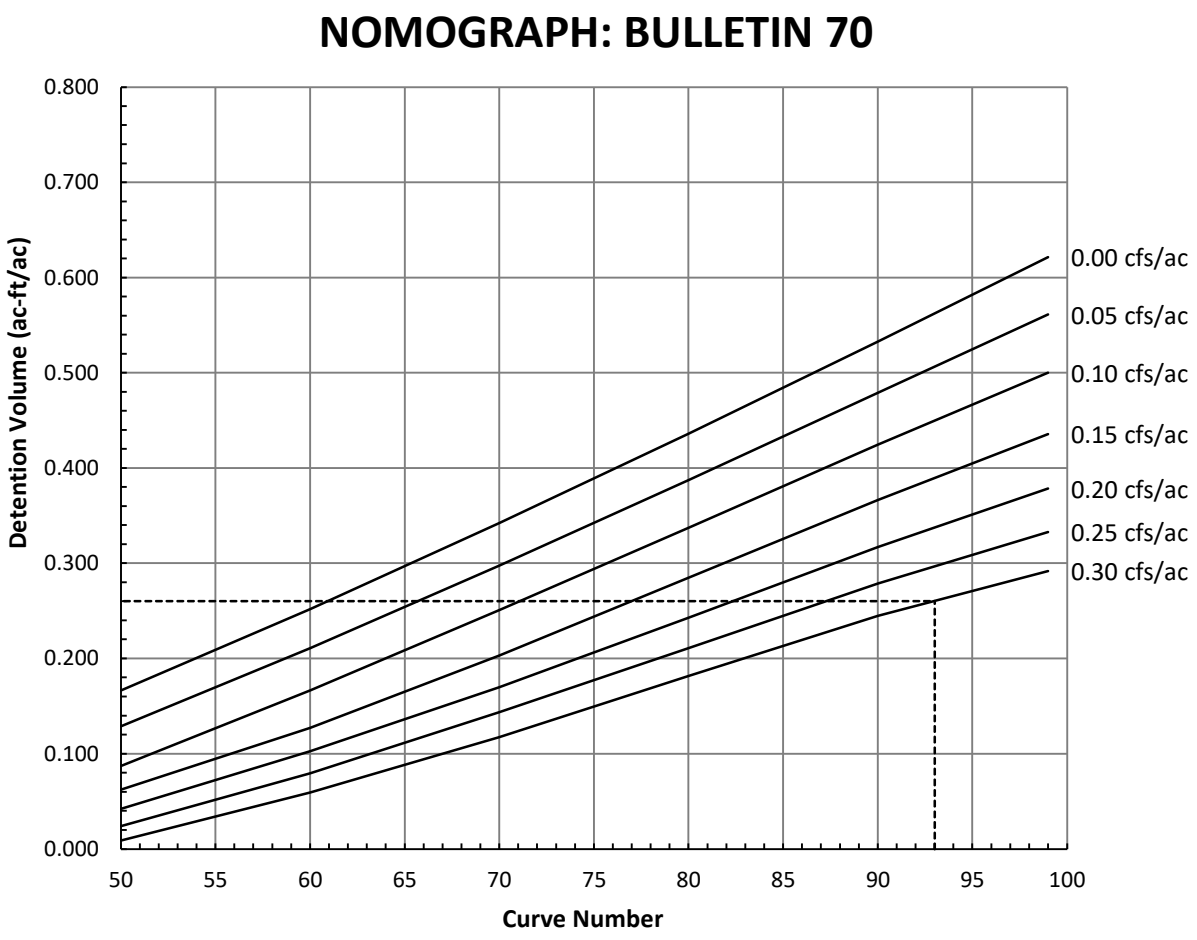
DEVELOPMENT INFORMATION

1.	Detained Area	2.490	acres
2.	Curve Number	93	
3.	Actual Release Rate	0.747	cfs

REQUIRED DETENTION VOLUME

4.	Required Detention Volume	**0.648**	ac-ft

NOMOGRAPH



Attachment: F- Tesla - Preliminary Stormwater Report (6566 : A Resolution Approving a First Amendment to the Subdivision and Development

NOMOGRAPH: BULLETIN 75 RAINFALL DATA

PROJECT:	**Proposed Tesla Car Dealership (Prop. Conditions)**	**PERMIT NUMBER:**	**16-230**
LOCATION:	**Village of Northbrook, Illinois**	**DATE:**	**12/8/2022**

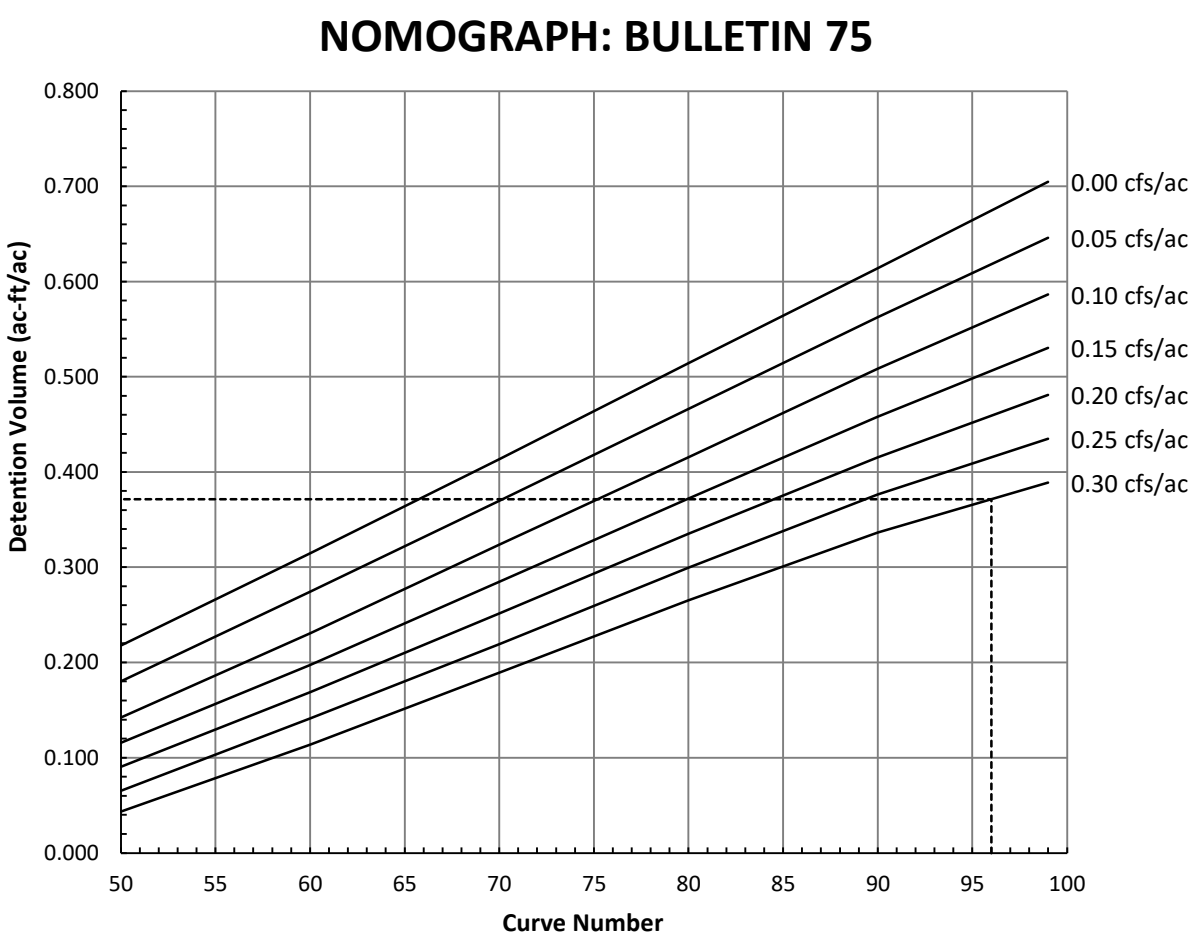
DEVELOPMENT INFORMATION

1.	Detained Area	2.490	acres
2.	Curve Number	96	
3.	Actual Release Rate	**0.747**	cfs

REQUIRED DETENTION VOLUME

4.	Required Detention Volume	**0.925**	ac-ft

NOMOGRAPH



Attachment: F- Tesla - Preliminary Stormwater Report (6566 : A Resolution Approving a First Amendment to the Subdivision and Development

Stormwater Report Narrative Excerpt from the
Final Stormwater Management Report for Mixed Use Development
prepared by Manhard Consulting, dated September 16, 2016
MWRD Permit No. 16-230

Table 2 Detention Volume Summary:

	Provided Detention Volume	Required Detention Volume	Required MWRD Volume
Detention Volume in Underground Vault A	4.10 Ac. Ft.		
Detention Volume in Underground Vault B	3.00 Ac. Ft.		
Total Detention Volume Vault A & B	7.10 Ac. Ft.	7.81 Ac. Ft.	5.46 Ac. Ft.
Detention Volume in Parking Lot Ponding Tributary To Vault A	0.55 Ac. Ft.		
Green Space Surface Ponding for Detention	0.16 Ac. Ft.		
Detention Volume in Volume Control As Part of Additional 15%	0.83 Ac. Ft.	1.17 Ac. Ft.	
Volume Control Volume in Underground Vault A	0.34 Ac. Ft.		
Total Detention Volume	8.98 Ac. Ft.	8.98 Ac. Ft.	

MWRD required detention volume as permitted

Total provided detention volume in vaults as permitted

Permitted Conditions - MWRD Required Detention vs. Provided Detention

MWRD required detention = 5.46 ac-ft
Provided detention volume in vaults = 7.10 ac-ft
Excess detention volume provided = 7.10 - 5.46 = **1.64 ac-ft**

Attachment: F- Tesla - Preliminary Stormwater Report (6566 : A Resolution Approving a First Amendment to the Subdivision and Development

VILLAGE OF NORTHBROOK DETENTION CALCULATIONS

Attachment: F- Tesla - Preliminary Stormwater Report (6566 : A Resolution Approving a First Amendment to the Subdivision and Development

NOMOGRAPH: BULLETIN 70 RAINFALL DATA

PROJECT:	**Proposed Tesla Car Dealership (As Permitted)**	**PERMIT NUMBER:**	**16-230**
LOCATION:	**Village of Northbrook, Illinois**	**DATE:**	**12/8/2022**

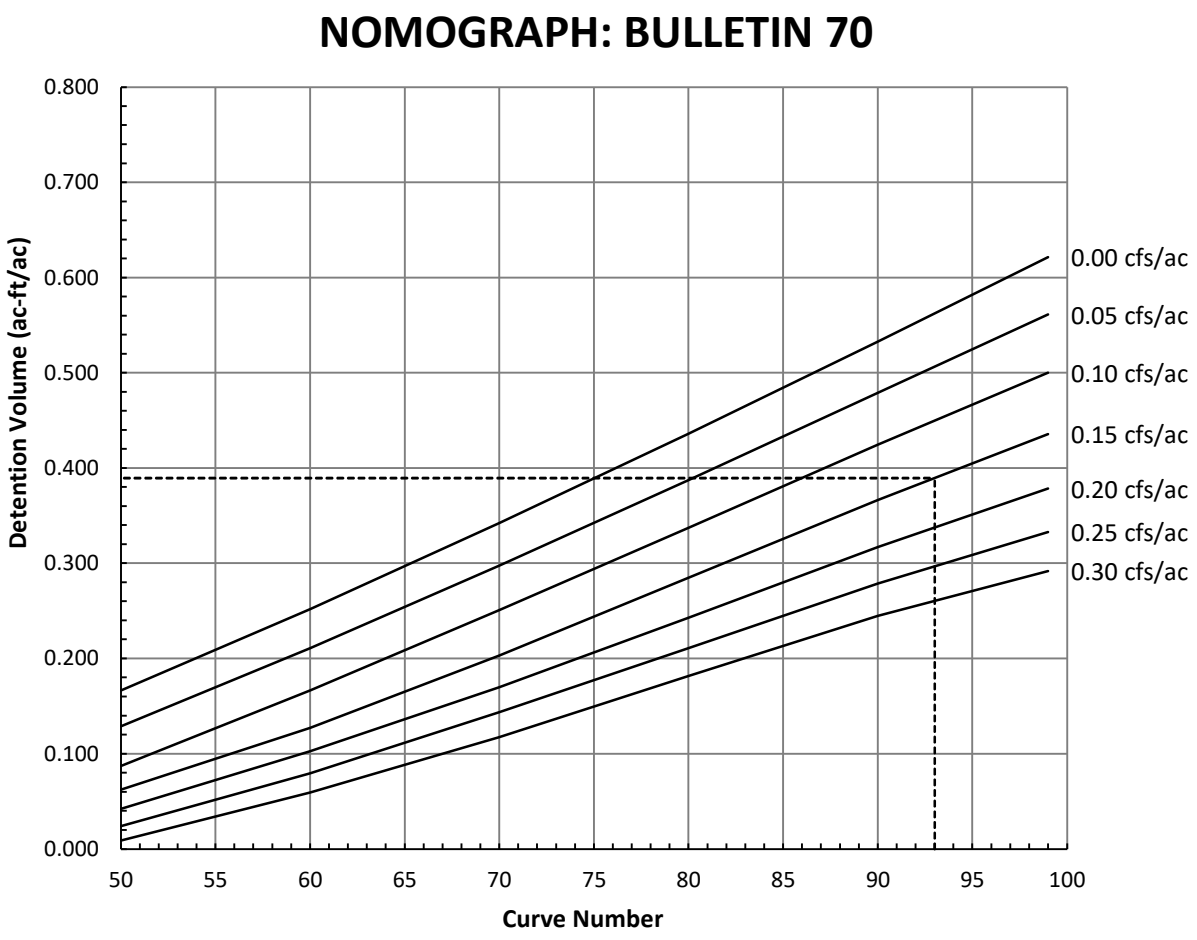
DEVELOPMENT INFORMATION

1.	Detained Area	2.490	acres
2.	Curve Number	93	
3.	Actual Release Rate	0.374	cfs

REQUIRED DETENTION VOLUME

4.	Required Detention Volume	**0.970**	ac-ft

NOMOGRAPH



Attachment: F- Tesla - Preliminary Stormwater Report (6566 : A Resolution Approving a First Amendment to the Subdivision and Development

NOMOGRAPH: BULLETIN 75 RAINFALL DATA

PROJECT:	**Proposed Tesla Car Dealership (Prop. Conditions)**	**PERMIT NUMBER:**	**16-230**
LOCATION:	**Village of Northbrook, Illinois**	**DATE:**	**12/8/2022**

DEVELOPMENT INFORMATION

1.	Detained Area	2.490	acres
2.	Curve Number	96	
3.	Actual Release Rate	**0.374**	cfs

REQUIRED DETENTION VOLUME

4.	Required Detention Volume	**1.260**	ac-ft

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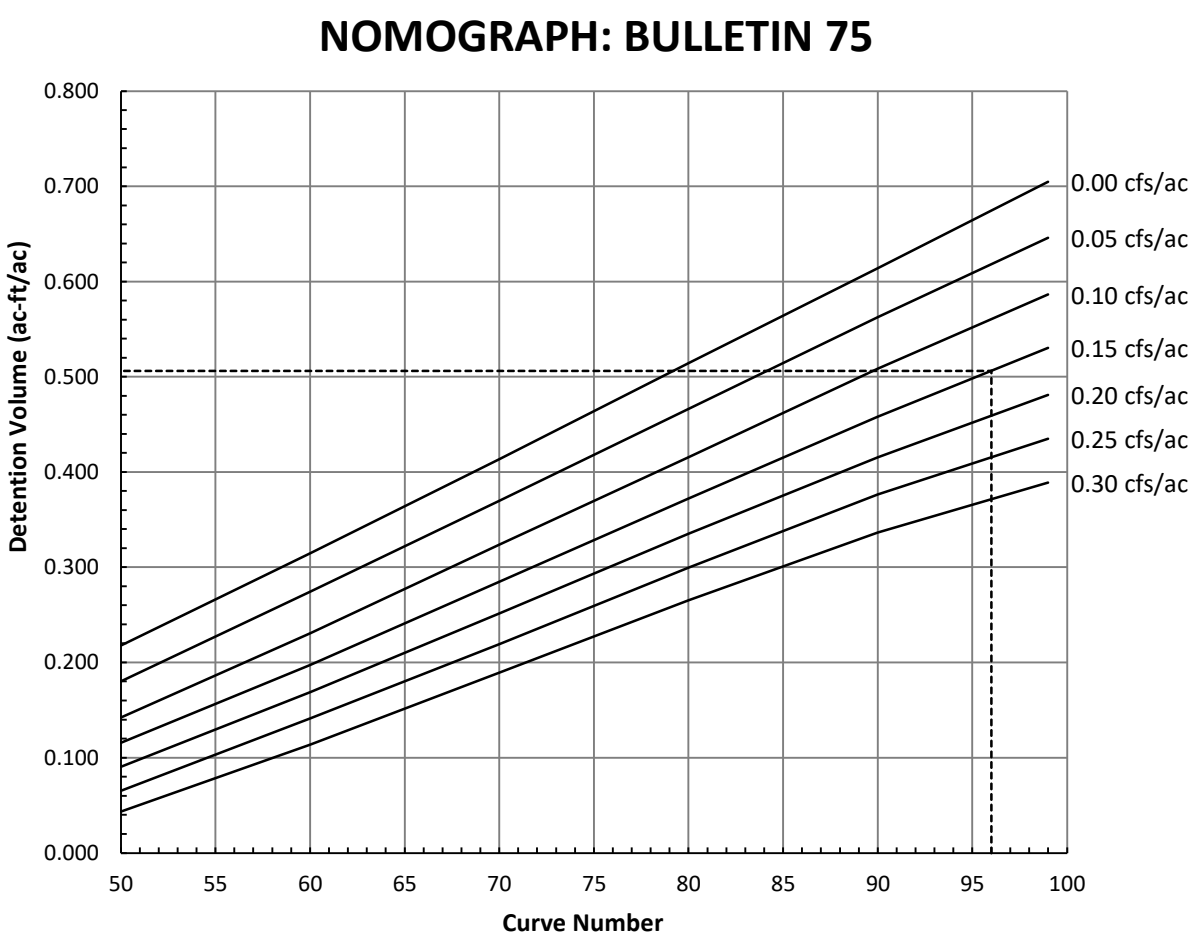


Attachment: F- Tesla - Preliminary Stormwater Report (6566 : A Resolution Approving a First Amendment to the Subdivision and Development

Manhard CONSULTING LTD

Proposed Tesla Car Dealership
Village of Northbrook, Illinois
Detention Calculations
December 8, 2022

VILLAGE OF NORTHBROOK REQUIRED DETENTION STORAGE
Detention Required = Proposed Detention Required - Permitted Detention Required
Permitted Detention Required = 0.97 AC-FT (B70, 0.15 cfs/ac, CN=93, 2.49 AC development area)
Proposed Detention Required = 1.26 AC-FT (B75, 0.15 cfs/ac, CN=96, 2.49 AC development area)
Detention Required =1.26 AC-FT - 0.97 AC-FT = 0.29 AC-FT
Village of Northbrook Total Detention Required = Detention Required + 15% = 1.15 x 0.29 AC-FT = 0.33 AC-FT

PERMEABLE PAVERS - DETENTION PROVIDED					
	AREA	DEPTH	VOID	STORAGE RATIO	VOLUME
	SF	*FT*	*%*	*%*	*AC-FT*
ABOVE UNDERDRAIN	10710	3.75	36%	100%	0.33
BELOW UNDERDRAIN	10710	0.33	36%	0%	0.00
TOTAL		**4.08**			**0.33**

Total Detention Required	**0.33**	**AC-FT**
Total Detention Provided	**0.33**	**AC-FT**

Per Village

Attachment: F- Tesla - Preliminary Stormwater Report (6566 : A Resolution Approving a First Amendment

Attachment: F- Tesla - Preliminary Stormwater Report (6566 : A Resolution Approving a First Amendment to the Subdivision and Development

TAB 3:

VOLUME CONTROL

Manhard CONSULTING LTD

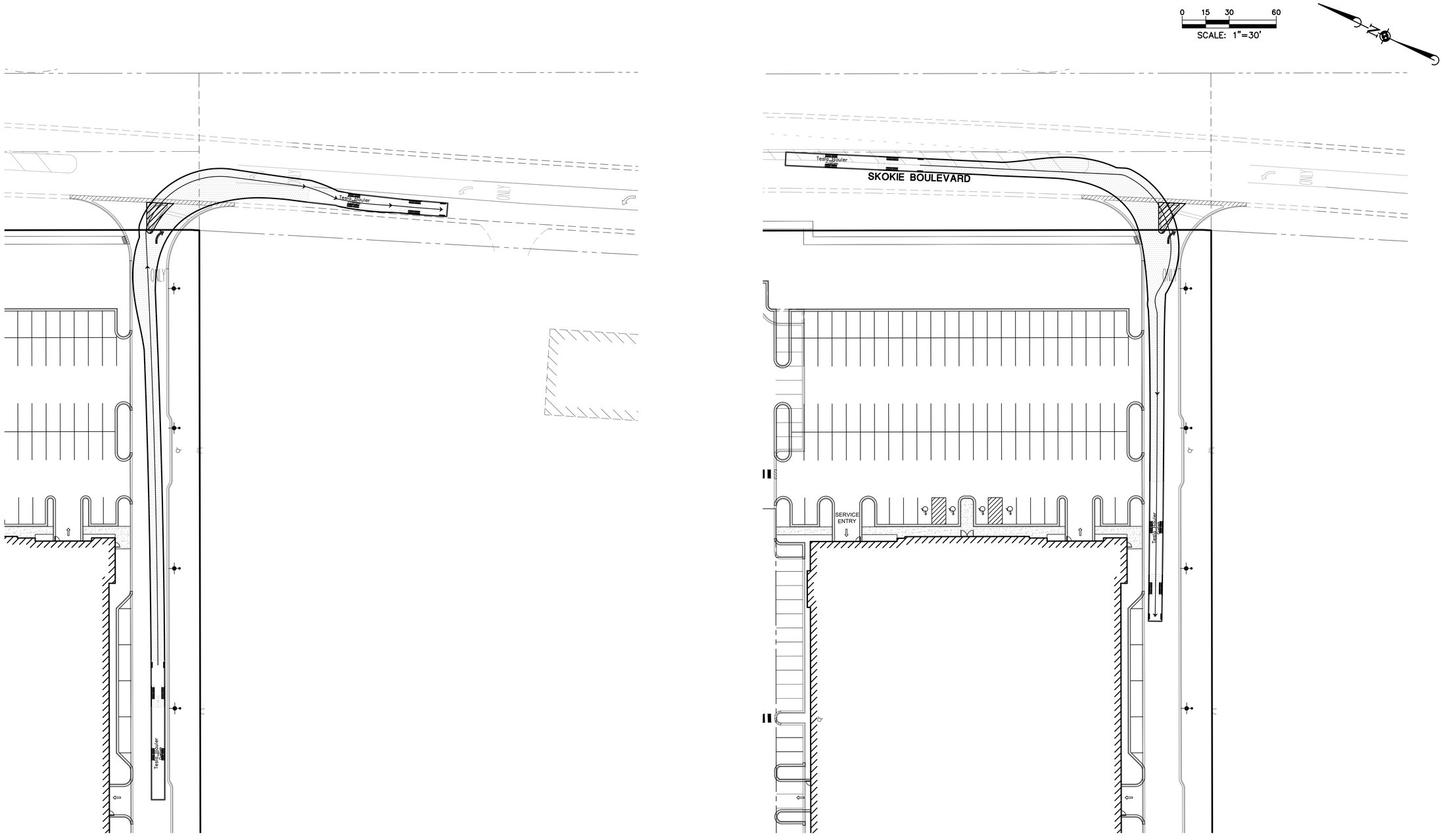
Proposed Tesla Car Dealership
Village of Northbrook, Illinois
Volume Control Calculations
December 8, 2022

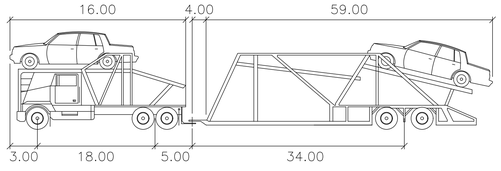
REQUIRED VOLUME CONTROL STORAGE
Volume Control Required = 1" x New Impervious Area
Permitted Impervious Area = 2.05 AC, Proposed Impervious Area = 2.09 AC, New Impervious Area = 2.09-2.05 = 0.04 AC
Volume Control Required =1" x 0.04 AC New Impervious Area = 0.003 AC-FT Volume Control Required

PERMEABLE PAVERS - VOLUME CONTROL PROVIDED					
	AREA	DEPTH	VOID	STORAGE RATIO	VOLUME
	SF	*FT*	*%*	*%*	*AC-FT*
ABOVE UNDERDRAIN	10710	3.75	36%	50%	0.166
BELOW UNDERDRAIN	10710	0.33	36%	100%	0.029
TOTAL		**4.08**			**0.195**

Total Volume Control Required	**0.003**	**AC-FT**
Total Volume Control Provided	**0.195**	**AC-FT**

Attachment: F- Tesla - Preliminary Stormwater Report (6566 : A Resolution Approving a First Amendment





Tesla Hauler

feet

Tractor Width	: 8.50	Lock to Lock Time	: 6.0
Trailer Width	: 8.50	Steering Angle	: 21.1
Tractor Track	: 8.50	Articulating Angle	: 70.0
Trailer Track	: 8.50		

DATE	REVISIONS	DRAWN BY

Manhard CONSULTING

One Overlook Point, Suite 290, Lincolnshire, IL 60069 ph:847.634.5550 fx:847.634.0095 manhard.com
Civil Engineers • Surveyors • Water Resource Engineers • Water & Wastewater Engineers
Construction Managers • Environmental Scientists • Landscape Architects • Planners

PROPOSED TESLA CAR DEALERSHIP
VILLAGE OF NORTHBROOK, ILLINOIS
CAR CARRIER TRUCK TURN - ENTRANCE TURNS

PROJ. MGR.: TEC
PROJ. ASSOC.: NHL
DRAWN BY: NHL
DATE: 10-17-22
SCALE: 1"=30'

SHEET 1 OF 2

RCINBIL01

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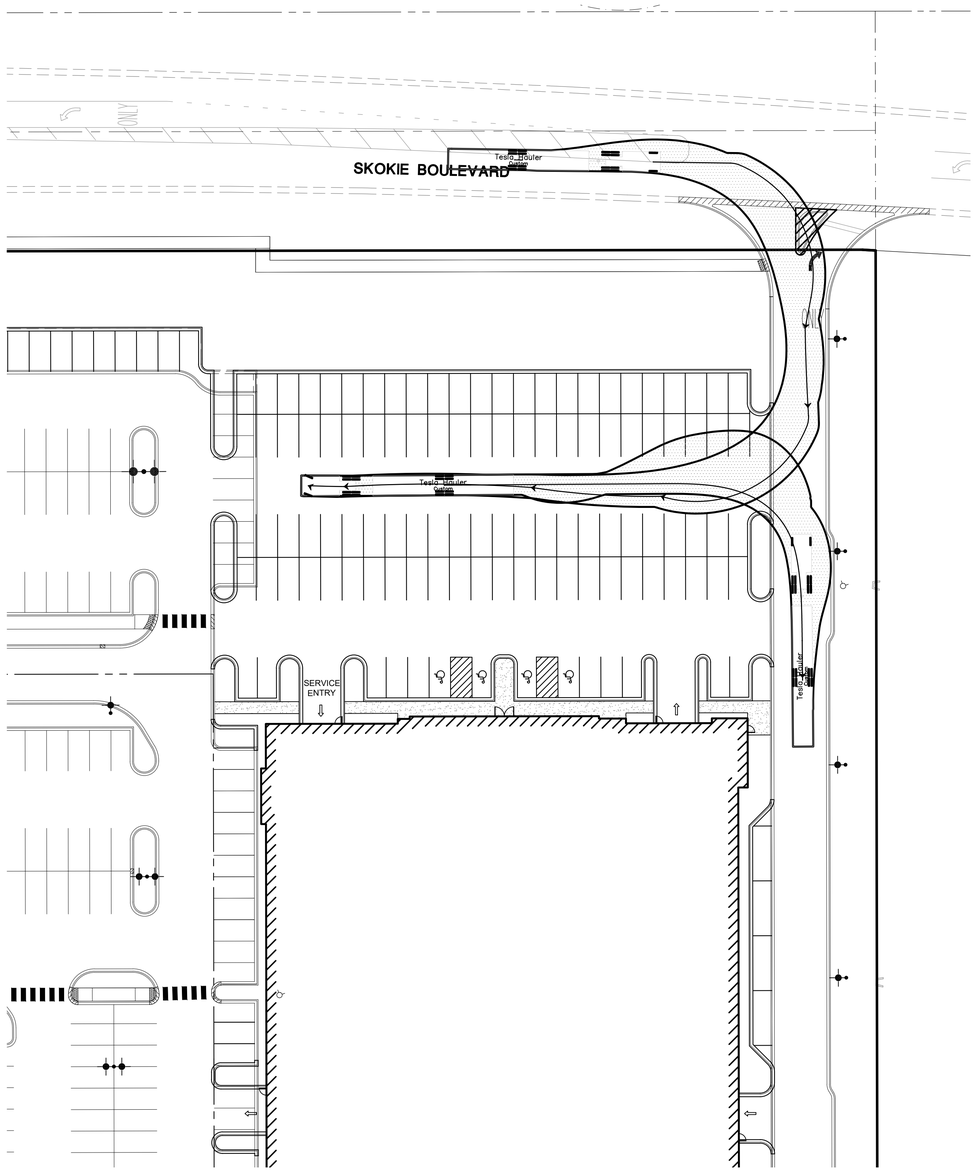
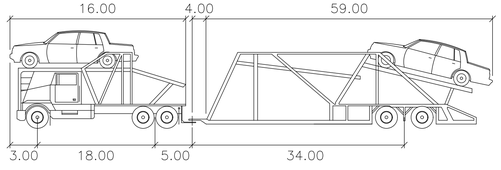
November 7, 2022 - 18:28 Dwg Name: P:\Fcinbil01\dwg\Eng\Final Drawings\Exhibits Eng\2022-11-07 Revised Tesla Truck Turns\2022-11-07 Tesla Carrier Truck Turn Exhibit.dwg Updated By: NAddante

Attachment: G- Tesla-Carrier Truck Turn Exhibit (6566 : A Resolution Approving a First Amendment to the Subdivision and Development Agreement for 1000 Skoki)





Tesla Hauler

feet

Tractor Width	: 8.50	Lock to Lock Time	: 6.0
Trailer Width	: 8.50	Steering Angle	: 21.1
Tractor Track	: 8.50	Articulating Angle	: 70.0
Trailer Track	: 8.50		

0 15 30 60
SCALE: 1"=30'

N

DRAWN BY | REVISIONS | DATE

Manhard CONSULTING

One Overlook Point, Suite 290, Lincolnshire, IL 60069 ph:847.634.5550 fx:847.634.0095 manhard.com
Civil Engineers • Surveyors • Water Resource Engineers • Water & Wastewater Engineers
Construction Managers • Environmental Scientists • Landscape Architects • Planners

PROPOSED TESLA CAR DEALERSHIP
VILLAGE OF NORTHBROOK, ILLINOIS
CAR CARRIER TRUCK TURN - FRONT TURNAROUND

PROJ. MGR.: TEC
PROJ. ASSOC.: NHL
DRAWN BY: NHL
DATE: 10-17-22
SCALE: 1"=30'

SHEET
2 OF 2
RCINBIL01

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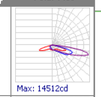
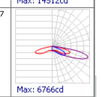
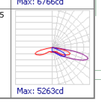
November 7, 2022 - 18:28 Dwg Name: P:\Fcinbil01\dwg\Eng\Final Drawings\Exhibits Eng\2022-11-07 Revised Tesla Truck Turns\2022-11-07 Tesla Carrier Truck Turn Exhibit.dwg Updated By: NAddante

Attachment: G- Tesla-Carrier Truck Turn Exhibit (6566 : A Resolution Approving a First Amendment to the Subdivision and Development Agreement for 1000 Skoki)

Schedule

Symbol	Label	Image	QTY	Manufacturer	Catalog	Description	Number Lamps	Lamp Output	LLF	Input Power	Polar Plot
	SA		3	Lithonia Lighting	DSX2 LED P1 40K 80CRI T4M	D-Series Size 2 Area Luminaire P1 Performance Package 4000K CCT 80 CRI Type 4 Medium	1	18140	0.95	269	 Max: 14512cd
	SB		5	Lithonia Lighting	DSX1 LED P2 40K 80CRI T2M HS	D-Series Size 1 Area Luminaire P2 Performance Package 4000K CCT 80 CRI Type 2 Medium Houseside Shield	1	7683	0.95	67.7927	 Max: 6766cd
	SC		3	Lithonia Lighting	DSX1 LED P1 40K 80CRI T2M HS	D-Series Size 1 Area Luminaire P1 Performance Package 4000K CCT 80 CRI Type 2 Medium Houseside Shield	1	5976	0.95	50.9015	 Max: 5263cd

Statistics

Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
Calc Zone Parking Area	X	1.3 fc	4.0 fc	0.4 fc	10.0:1	3.3:1
Calc Zone Entire Site	+	1.0 fc	4.0 fc	0.0 fc	N/A	N/A

Luminaire Locations

		Location				
No.	Label	X	Y	MH	Orientation	Tilt
6	SA	924.50	779.25	29.67	90.00	0.00
7	SA	1070.50	742.55	29.67	90.00	0.00
1	SB	1218.25	834.50	24.67	270.00	0.00
2	SB	1218.50	745.25	24.67	270.00	0.00
3	SB	1218.25	655.75	24.67	270.00	0.00
4	SB	1218.75	566.50	24.67	270.00	0.00
5	SB	1218.50	477.25	24.67	270.00	0.00
1	SC	1207.75	408.50	14.67	305.00	0.00
2	SC	1125.00	382.00	14.67	0.00	0.00
3	SC	1053.00	382.00	14.67	0.00	0.00
5	SA	797.25	779.25	29.67	90.00	0.00

Plan View
Scale - 1" = 40ft

KSA LIGHTING & CONTROLS

NORTHBROOK CAR DEALER
GROUND LEVEL

Designer
D. MIROW
Date
11/22/2022
Scale
Scale as shown
Drawing No.

Summary

Attachment: H- Tesla - Photometrics (6566 : A Resolution Approving a First Amendment to the Subdivision and Development Agreement for 1000 Skoki)

Schedule

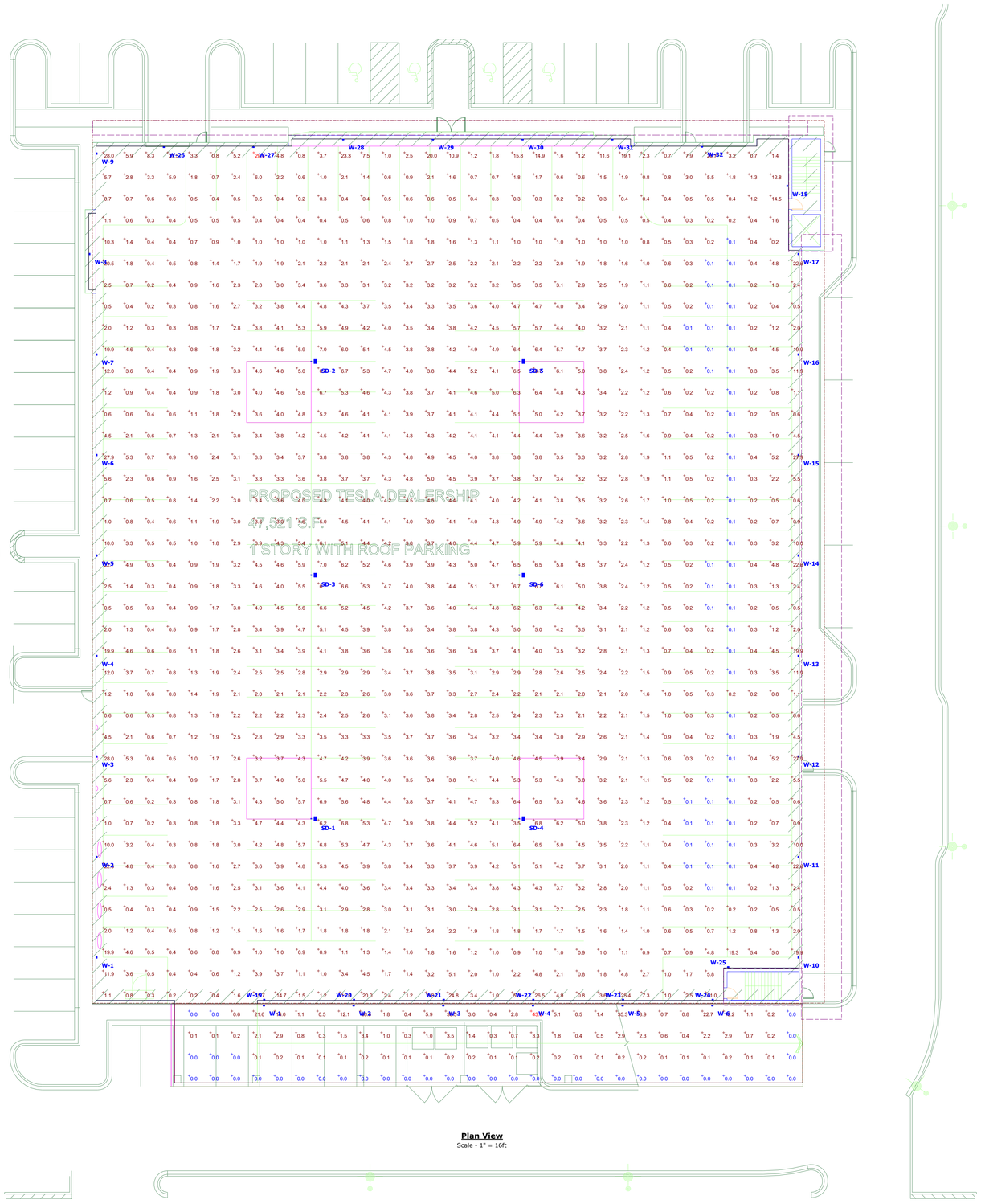
Symbol	Label	Image	QTY	Manufacturer	Catalog	Description	Number Lamps	Lamp Output	LLF	Input Power	Polar Plot
	W		32	Lithonia Lighting	WDGE1 LED P2 40K 80CRI VF	WDGE1 LED WITH P2 - PERFORMANCE PACKAGE, 4000K, 80CRI, VISUAL COMFORT FORWARD OPTIC	1	1978	0.95	15.0178	 Max: 1377cd
	W		6	Lithonia Lighting	WDGE1 LED P2 40K 80CRI VF	WDGE1 LED WITH P2 - PERFORMANCE PACKAGE, 4000K, 80CRI, VISUAL COMFORT FORWARD OPTIC	1	1978	0.95	15.0178	 Max: 1377cd
	SD		6	Lithonia Lighting	DSX0 LED P6 40K 80CRI TSW	D-Series Size 0 Area Luminaire P6 Performance Package 4000K CCT 80 CRI Type 5 Wide	1	16683	0.95	137	 Max: 11008cd

Statistics

Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
Calc Zone Roof	+	3.1 fc	29.6 fc	0.1 fc	296.0:1	31.0:1
Calc Zone Ramp	+	2.6 fc	43.0 fc	0.0 fc	N/A	N/A

Luminaire Locations

		Location				
No.	Label	X	Y	MH	Orientation	Tilt
2	SD	38.10	201.00	10.00	90.00	0.00
3	SD	38.10	141.50	10.00	90.00	0.00
4	SD	96.10	73.60	10.00	90.00	0.00
5	SD	96.10	201.00	10.00	90.00	0.00
6	SD	96.10	141.50	10.00	90.00	0.00
1	W	-21.65	34.95	5.00	90.00	0.00
1	W	24.90	21.50	22.00	180.00	0.00
2	W	-21.65	62.95	5.00	90.00	0.00
2	W	49.90	21.50	19.00	180.00	0.00
3	W	-21.65	90.95	5.00	90.00	0.00
3	W	74.90	21.50	16.00	180.00	0.00
4	W	-21.65	118.95	5.00	90.00	0.00
4	W	99.90	21.50	13.00	180.00	0.00
5	W	-21.65	146.95	5.00	90.00	0.00
5	W	124.90	21.50	10.00	180.00	0.00
6	W	149.90	21.50	7.00	180.00	0.00
6	W	-21.65	174.95	5.00	90.00	0.00
7	W	-21.65	202.95	5.00	90.00	0.00
8	W	-23.65	230.95	5.00	90.00	0.00
9	W	-21.65	258.95	5.00	90.00	0.00
10	W	173.85	34.95	5.00	270.00	0.00
11	W	173.85	62.95	5.00	270.00	0.00
12	W	173.85	90.95	5.00	270.00	0.00
13	W	173.85	118.95	5.00	270.00	0.00
14	W	173.85	146.95	5.00	270.00	0.00
15	W	173.85	174.95	5.00	270.00	0.00
16	W	173.85	202.95	5.00	270.00	0.00
17	W	173.85	230.95	5.00	270.00	0.00
18	W	170.75	249.95	5.00	270.00	0.00
19	W	25.00	23.20	5.00	0.00	0.00
20	W	50.00	23.20	5.00	0.00	0.00
21	W	75.00	23.20	5.00	0.00	0.00
22	W	100.00	23.20	5.00	0.00	0.00
23	W	125.00	23.20	5.00	0.00	0.00
24	W	150.00	23.20	5.00	0.00	0.00
25	W	154.30	32.30	5.00	0.00	0.00
26	W	-3.00	260.70	5.00	180.00	0.00
27	W	22.00	260.70	5.00	180.00	0.00
28	W	47.00	262.80	5.00	180.00	0.00
29	W	72.00	262.80	5.00	180.00	0.00
30	W	97.00	262.80	5.00	180.00	0.00
31	W	122.00	262.80	5.00	180.00	0.00
32	W	147.00	260.80	5.00	180.00	0.00
1	SD	38.10	73.60	10.00	90.00	0.00



Plan View
Scale - 1" = 16ft

KSA LIGHTING & CONTROLS

NORTHBROOK CAR DEALER
ROOF & RAMP LIGHTING

Designer
D. MIROW
Date
12/07/2022
Scale
Scale as shown
Drawing No.

Summary

Attachment: H- Tesla - Photometrics (6566 : A Resolution Approving a First Amendment to the Subdivision and Development Agreement for 1000 Skokie)

Ordinance (ID # 6567)

An Ordinance Amending Part V of Article XI of the Northbrook Zoning Code (1988), as Amended, Regarding Authorized Exceptions (1000-1200 Skokie Blvd.) (Plan Commission Docket No. PCD-23-01)

Passed by the Board of Trustees, 3/14/2023
Printed and Published 3/14/2023

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 # 6567)

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 Amending Part V of Article XI of the Northbrook Zoning Code (1988), as Amended, Regarding Authorized Exceptions (1000-1200 Skokie Blvd.) (Plan Commission Docket No. PCD-23-01)

shall be, and is hereby, adopted as follows:

Section 1. BACKGROUND.

1000 Skokie SSD, LLC ("***Applicant***") is the contract purchaser of the property commonly known as 1200 Skokie Boulevard ("***Subject Property***"), upon which the Applicant proposes to develop a motor vehicle dealer with an open sales lot to be operated as a Tesla sales, service, and delivery center for the sale, service, maintenance, test driving, charging, repair, delivery and storage of new and pre-owned Tesla automobiles and related parts and accessories and for general office purposes as well as those incidental activities necessary thereto, including, without limitation, parking oversized vehicles for the purpose of loading and unloading vehicles, supplies and materials, and parking for employees, customers and guests by Tesla, Inc., a Delaware corporation, or an affiliate which means an entity that controls, is controlled by, or is under common control with Tesla, Inc. (including without limitation a subsidiary, a parent or a subsidiary of a parent of Tesla, Inc.), or a successor to Tesla, Inc. by merger, consolidation or acquisition of all or substantially all of the assets or stock of Tesla, Inc. or all or substantially all of Tesla's real estate holdings, or a concessionaire, franchisee or licensee for the operation of any portion of the business to be conducted on the Subject Property ("***Affiliat***e") (***"Tesla SSD")***. The Subject Property is currently owned by LTF Real Estate Company, Inc. ("***Owner***").

The Applicant, with the consent of the Owner, has requested a text amendment to Part V of Article XI of the Northbrook Zoning Code (1988), as amended ("***Zoning Code***") to allow a motor vehicle dealer with open sales lots to provide required parking spaces not directly accessed by a required circulation aisle ("***Tandem Parking***") by exception ("***Amendment***").

The President and Board of Trustees hereby find that it is in the best interest of the Village and the public to adopt the Amendment in accordance with the Zoning Code and pursuant to the Village's home rule powers.

Section 2. PUBLIC HEARING.

Pursuant to notice published in the February 2, 2023 edition of the *Northbrook Herald*, a public hearing was conducted by the Northbrook Plan Commission on February 21, 2023, to consider the Amendment. The Plan Commission recommended approval of the Amendment on February 21, 2023 in Resolution No. 2023-PC-03.

Section 3. AMENDMENT TO SUBSECTION 11-505 E OF THE ZONING CODE.

Subsection 11-505 E, entitled "Authorized Exceptions," of Part V, entitled "Interpretations, Appeals, Variations & Exceptions" of Article XI, entitled "Zoning Administration and Enforcement," of the Zoning Code shall be, and is hereby, amended and shall read as follows: [added text **bold and double underlined**]

"**11-505 E** **Authorized Exceptions**. Subject to the other provisions of this Section, the Zoning Board of Appeals may grant exceptions to the provisions of this Code in the following cases and in no others:

1. To increase the maximum allowable height of a fence in a Single Family Residential District; and

2. To increase, by not more than eight (8) feet the maximum allowable height of a detached garage in a Single Family Residential District;

3. To decrease, by not more than two (2) feet in length or by not more than six (6) inches in width, the minimum dimensions for a required parking space in the Residential Specialty District when located within a parking garage; and

4. To allow exceptions from strict compliance with any requirement of this code in conjunction with the development of a mixed use planned development; provided, however, that no exception may be granted that would:
   a) allow any component of the mixed use planned development to exceed the maximum height of a district;
   b) allow any mixed use planned development to exceed the maximum allowable floor area ratio of a district; or
   c) allow any use that is not permitted or special use in a district.

5. To allow a motor vehicle dealer with open sales lots to provide required parking spaces not directly accessed by a required circulation aisle."

Section 4. EFFECTIVE DATE.

This Ordinance shall be in full force and effect only upon the occurrence of all of the following events:

A. Passage by the Board of Trustees of the Village of Northbrook by a majority vote in the manner required by law; and

B. The passage, approval, and publication of the following ordinances and/or resolutions granting zoning approvals relating to the Subject Property:

1. An Ordinance Further Amending and Restating Ordinance 2016-62 Granting Final Plan Approval, Special Permits, Yard and Setback Variations, Waivers, and Exceptions (1000-1200 Skokie Boulevard);

2. An Ordinance Granting Special Permits for a Motor Vehicle Dealer with Open Sales Lot and Wall Signs, Variations, Waivers, Exceptions, and Site

Plan Approval (Tesla - 1200 Skokie Boulevard) (Plan Commission Docket No. PCD-23-01); and

3. A Resolution Approving a First Amendment to the Subdivision and Development Agreement for 1000 Skokie Mixed-Use Development (1000-1200 Skokie Boulevard) (Docket No. PCD-23-01).

Scheduled: 3/14/2023

ATTEST:

Village President

Village Clerk

Ordinance (ID # 6568)

An Ordinance Further Amending and Restating Ordinance 2016-62 Granting Final Plan Approval, Special Permits, Yard and Setback Variations, Waivers, and Exceptions (1000-1200 Skokie Boulevard)

Passed by the Board of Trustees, 3/14/2023
Printed and Published 3/14/2023

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 # 6568)

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 Further Amending and Restating Ordinance 2016-62 Granting Final Plan Approval, Special Permits, Yard and Setback Variations, Waivers, and Exceptions (1000-1200 Skokie Boulevard)

shall be, and is hereby, adopted as follows:

Section 1. BACKGROUND.

On September 27, 2016, the Village President and Board of Trustees approved Ordinance 2016-62 which approved a final planned unit development plan and other relief to authorize the construction of a mixed-use planned development (***"Planned Development"***) on a parcel of property commonly known as 1000-1200 Skokie Boulevard (***"Subject Property"***) which is located in the Village's O-4 Boulevard Office District.

Ordinance 2016-62 contemplated the Subject Property being developed as three lots, with a luxury apartment building (***"Residential Facility"***) on Lot 1, a physical fitness facility (***"Fitness Facility"***) on Lot 2, and a child care facility (***"Child Care Facility"***) on Lot 3. Concurrent with its adoption of Ordinance 2016-62, the Village's Board of Trustees adopted Resolution 2016-R-130 approving a final plat of subdivision, entitled "Final Plat of Lifetime Subdivision," recorded with the Cook County Recorder of Deeds on December 19, 2016, as document number 1635422069 dividing the Subject Property into the three lots.

In December of 2016, LTF Real Estate Company, Inc. ("***LTF***") conveyed title to Lot 1 to Finger-EPCO Northbrook, LLC ("***Residential Developer***"), while retaining title to Lots 2 and 3. The Residential Developer constructed the Residential Facility on Lot 1. The construction of all required site improvements on Lots 2 and 3, as well as the Fitness Facility, have also been completed.

The planned operator of the Child Care Facility failed to purchase Lot 3 from LTF and, as a result, the Village's Board of Trustees formally repealed and rescinded certain special use approvals it had previously granted for the Child Care Facility pursuant to Ordinance 2017-17, adopted on April 25, 2017. In 2019, LTF conveyed title to Lot 2 to Spirit Realty, L.P. (***"Spirit"***), while retaining title to Lot 3.

On January 23, 3018, the Village President and Board of Trustees approved Ordinance 2018-4 which amended and restated Ordinance 2016-62 to allow the Residential Developer to modify certain plans for the Residential Facility to allow the construction of 124 additional parking spaces in the structured parking contemplated as part of the Residential Facility.

1000 Skokie SSD, LLC (***"Lot 3 Applicant"***) is the contract purchaser of Lot 3 and proposes to develop Lot 3 with a motor vehicle dealer with an open sales lot to be operated as a Tesla sales, service, and delivery center for the sale, service, maintenance, test driving, charging, repair, delivery and storage of new and pre-owned Tesla automobiles and related parts and accessories and for

general office purposes as well as those incidental activities necessary thereto, including, without limitation, parking oversized vehicles for the purpose of loading and unloading vehicles, supplies and materials, and parking for employees, customers and guests by Tesla, Inc., a Delaware corporation, or an affiliate which means an entity that controls, is controlled by, or is under common control with Tesla, Inc. (including without limitation a subsidiary, a parent or a subsidiary of a parent of Tesla, Inc.), or a successor to Tesla, Inc. by merger, consolidation or acquisition of all or substantially all of the assets or stock of Tesla, Inc. or all or substantially all of Tesla's real estate holdings, or a concessionaire, franchisee or licensee for the operation of any portion of the business to be conducted on Lot 3 ("***Affiliate***") (***"Tesla SSD"***).

Lot 3 Applicant now seeks to modify certain approvals granted by Ordinance 2016-62 to: (i) allow Lot 3 to be used for a Tesla SSD rather than a Child Care Facility; (ii) increase the floor area ratio (FAR) for the Planned Development up to 0.65; (iii) increase the gross floor area of the Planned Development to an amount not to exceed 510,000 square feet to allow the Tesla SSD to have approximately 48,000 square feet of gross floor area; and (iv) amend the Landbanking Parking Requirements for Lot 2 and Lot 3 (***"Requested Relief"***). The granting of the Requested Relief will require an amendment to the final PUD plan approval and other approvals granted by Ordinance 2016-62. LTF, Spirit and the Residential Developer have consented to Lot 3 Applicant's application for the Requested Relief. Lot 3 Applicant, LTF, Spirit and the Residential Developer are collectively referred to as "***Developer Parties***."

The President and Board of Trustees have determined that it is in the best interest of the Village and its residents to further amend and restate Ordinance 2016-62 to grant the Lot 3 Applicant's Requested Relief.

Section 2. DESCRIPTION OF SUBJECT PROPERTY.

The Subject Property consists of approximately 18.06 acres and is legally described in ***Exhibit A*** attached to and, by this reference, made a part of this Ordinance.

Section 3. PUBLIC HEARING.

Pursuant to notice published in the February 2, 2023 edition of the *Northbrook Herald*, a public hearing was conducted by the Northbrook Plan Commission on February 21, 2023, to consider the Requested Relief. The Plan Commission recommended approval of the Requested Relief on February 21, 2023 in Resolution No. 2023-PC-03.

Section 4. APPROVAL OF AMENDED FINAL PLAN.

Subject to and contingent upon the conditions, restrictions, and provisions set forth in Section 9 of this Ordinance, the final plan for the Planned Development on the Subject Property consisting of the following documents, which are on file in the Village of Northbrook's Department of Development and Planning Services, and, by this reference, made a part of this Ordinance, (collectively, the "***Amended Final Plan***"), is determined to be in substantial compliance with the Development Concept Plan approved by Resolution No. 2016-29, and shall be, and is hereby, approved in accordance with and pursuant to Section 11-603 of the Zoning Code:

A. Engineering Plans, prepared by Manhard Consulting, Ltd., with the most recent revision date of September 16, 2016, consisting of 41 sheets;

B. Landscape Plan, prepared by Manhard Consulting, Ltd., with the most recent revision date of August 5, 2016, consisting of 10 sheets;

C. Photometric Plan, prepared by Emanuelson-Podas Consulting, with the most recent revision date of August 4, 2016, consisting of Sheets E0.2A through E0.2D;

D. LifeTime Fitness Elevation, Detail, and Sign Plan Sheets, consisting of the following sheets:
   1. Exterior Elevation Sheet, prepared by Life Time Fitness, dated August 26, 2016, consisting of one sheet;
   2. Sheets A0.33, A0.35, & A0.36. Site Details (excluding the details regarding any wall or canopy signs), Trash Enclosure & Monument Sign sheets, prepared by Life Time Fitness, with the most recent revision date of September 7, 2016, consisting of three sheets; and
   3. Monument Sign Details Sheet, prepared by Life Time Fitness, dated August 26, 2016, consisting of one sheet; and

E. Residential Building Elevation, Floor Plan and Sign Plan Sheets, prepared by Niles Bolton Associates, consisting of the following sheets:
   1. Sheet A3.001 - Elevations-Exterior Building, consisting of one sheet (dated September 22, 2017);
   2. Sheets Al.100 through Al.500 - Building Floor Plans, consisting of six sheets (dated December 1, 2017);
   3. Monument Sign Details. consisting of two sheets (dated August 26, 2016); and

F. Tesla SSD Elevation, Detail, and Sign Plan Sheets, consisting of the following sheets:
   1. Site Plan, prepared by Studio 222 Architects, consisting of two sheets (dated December 6, 2022);
   2. Landscape Plan, prepared by Manhard Consulting, consisting of four sheets (dated December 8, 2022);
   3. Elevations, prepared by Studio 222 Architects, consisting of two sheets (dated November 15, 2022); and
   4. Site Development & Preliminary Utility Plans, prepared by Manhard Consulting, consisting of two sheets (dated October 19, 2022); and

G. Skokie & Sunset Ridge Road Intersection Improvement Sheets, prepared by Manhard Consulting, Ltd., with the most recent revision date of September 16, 2016, consisting of 29 sheets; and

H. Sunset Ridge Road Plans, prepared by Manhard Consulting, Ltd., with the most recent revision date of September 16, 2016, consisting of 19 sheets.

All revisions to any of the plans listed in this Section 4 that are reviewed, accepted, and approved by either the Village Engineer or the Village's Director of Development and Planning Services subsequent to the date of adoption of this Ordinance shall be incorporated into, and made a part of this Ordinance and the Amended Final Plan with no further action required by the Corporate Authorities.

Section 5. APPROVAL OF SPECIAL USE PERMITS.

Subject to, and contingent upon, the conditions, restrictions, and provisions set forth in Section 9 of this Ordinance, the Subject Property shall be, and is hereby granted the following special permit uses as part of the Planned Development:

A. A special permit to increase the floor area ratio (FAR) for the Planned Development up to 0.65 and

B. A special permit to allow the landbanking of 50 parking spaces for Lot 2. Any and all prior landbanking obligations with respect to Lot 3 have been satisfied and are hereby waived by the Village, as set forth in the Second Amendment to the Landbanking Restrictive Covenant attached hereto as ***Exhibit B*** and, by this reference, made a part of this Ordinance.

Section 6. YARD AND SETBACK VARIATIONS.

Subject to, and contingent upon, the conditions, restrictions, and provisions set forth in Section 9 of this Ordinance, the Subject Property was granted variations in accordance with and pursuant to Section 11-503 of the Zoning Code and the home rule powers of the Village of Northbrook to the otherwise applicable Zoning Code yard and setback regulations on the Subject Property as part of the Planned Development to reduce the front yard along Skokie Boulevard from 50.00 feet to no less than 30.00 feet to accommodate the landbanking of 50 parking spaces for the future use and development of the Subject Property, and the approval of such variations is hereby restated.

Section 7. WAIVERS.

Subject to, and contingent upon the conditions, restrictions, and provisions set forth in Section 9 of this Ordinance, the following waivers were granted, and are hereby, restated:

A. A waiver to the requirements of Subparagraph 4-104 F2(d) of the Subdivision Code to bury all utilities along boundary of the Subject Property along Sunset Ridge Road for a distance of approximately 310.78 lineal feet, in exchange for payment to the Village of a fee in lieu in the total amount of $31,078. The fee in lieu provided for in this Section 7 shall be due and payable at the time the Applicant applies for a building permit from the Village for any portion of the Subject Property; and

B. A waiver of the foundation landscaping requirements set forth in Subsection 9-107 B of the Zoning Code otherwise applicable to the Subject Property.

Section 8. PARKING EXCEPTIONS.

Subject to, and contingent upon the conditions, restrictions, and provisions set forth in Section 9 of this Ordinance, the following exceptions to the otherwise applicable Zoning Code parking regulations on the Subject Property as part of the Planned Development were granted, and are hereby restated:

A. Off Street Parking Spaces for the Residential Facility. An exception to reduce the required number of parking spaces for the Residential Facility from 912 to 665; and

B. Parking Stall Dimensions. An exception to reduce the minimum standard parking stall dimensions for the surface parking spaces and the standard parking spaces within the Residential Facility from nine feet wide by 20 feet long to nine feet wide by 18 feet long.

Section 9. CONDITIONS OF APPROVALS.

The Amended Final Plan approval granted in Section 4, the special permit uses approved in Section 5, the variations granted in Section 6, the waivers granted in Section 7, and the exceptions granted in Section 8 of this Ordinance are contingent upon the development, use, and maintenance of the Subject Property being in substantial compliance with the following terms, conditions, and provisions:

A. Maximum Floor Area Ratio. The Floor Area Ratio for the Subject Property shall not exceed 0.65.

B. Gross Floor Area Allocation. The gross floor area of the Planned Development may not exceed 510,000 square feet, which shall be allocated in approximately the following manner:

1. The Fitness Facility shall have approximately 90,000 square feet of gross floor area;

2. The Residential Facility shall have approximately 369,800 square feet of gross floor area; and

3. The Tesla SSD shall have approximately 48,000 square feet of gross floor area.

C. Vehicular Access. Vehicular access to the Subject Property is permitted only at the four following access points, and subject to the following conditions:

1. Northerly Skokie Boulevard Entrance/Exit: Full access shall be allowed with alignment with the 1101 Skokie Boulevard Driveway;

2. Central Skokie Boulevard Entrance/Exit: Full access shall be allowed via signalized driveway constructed in alignment with the 1135 Skokie Boulevard Driveway;

3. Southerly Skokie Boulevard Entrance/Exit: Only Right-in/Right-out/ Left-in access shall be allowed; and

4. Sunset Ridge Road Entrance/Exit: Only Right-in/Right-out/Left-out access shall be allowed.

D. Landbanked Parking.

1. Election by the Village. Within five years after the date of the issuance of the certificate of occupancy issued for the Fitness Facility, the Village shall have the right to require, and Spirit and LTF ("***Lot 2 Owners"***) shall have the obligation to construct, additional parking spaces in accordance with the following procedure: In the event that the Corporate Authorities elect by ordinance duly adopted at a meeting of the Corporate Authorities held no earlier than 60 days following notice to the Lot 2 Owners, to require the construction of up to 52 parking spaces on Lot 2 for a net gain of 50 in the Landbanked Parking Area (***"Additional Parking Spaces"***), the Additional Parking Spaces shall be promptly constructed, installed, used and maintained in strict accordance with Sheet 6A of the Engineering Plans and in accordance with all applicable Village standards. Nothing herein shall preclude or prevent the Lot 2 Owners from choosing, at any time and without further action by the

Corporate Authorities, to construct the Additional Parking Spaces on Lot 2, at their sole cost and expense, without the Village invoking its right to require the Additional Parking Spaces under this Section 9.D.1. No additional or further approvals from the Village shall be required except for the customary reviews and approvals required for building permits for such construction.

2. Initial Construction and Maintenance of Landbanked Parking Area. Until such time as the Village Board makes the election provided for in Section 9.D.1, or if the Village Board never makes such an election, or if the Lot 2 Owners choose to voluntarily construct the Additional Parking Spaces, the area designated on the Landscape Plan as "Landbanked Parking Area" for Lot 2 of the Subject Property shall be constructed, installed, used and maintained in strict accordance with the Amended Final Plan, except for minor changes and site work approved by the Village Director of Development and Planning Services or the Village Engineer (for matters within their respective permitting authorities) in accordance with all applicable Village standards.

3. Landbanking Covenant. No later than 60 days after the approval of this Amended and Restated Ordinance, the Lot 2 Owners shall execute and submit, a restrictive covenant (***"Landbanking Covenant"***) in a form consistent with that attached as ***Exhibit B*** and approved by the Village Attorney, which Landbanking Covenant shall: (i) have a term of five years from the date of the issuance of the certificate of occupancy issued for the Fitness Facility; (ii) require, at the election of the Corporate Authorities, the Lot 2 Owners to construct up to 52 of the Additional Parking Spaces (for a net gain of 50 parking spaces) on Lot 2 in accordance with the terms of Section 9.D.1 of this Ordinance; (iii) in the event that the Lot 2 Owners fail to construct the Additional Parking Spaces required by the Corporate Authorities, allow the Village to construct the Additional Parking Spaces and require the Lot 2 Owners to reimburse the Village for all of the Village's expenses and costs to construct the Additional Parking Spaces; and (iv) release the Lot 3 Applicant and all successors of any obligations with regard to construction of the additional parking spaces on Lot 3.

E. Phasing of Construction. The Developer Parties, with respect to their respective Lot, shall construct and complete all on-site and off-site public improvements as depicted and contemplated in the Amended Final Plan before applying for a certificate of occupancy for any portion of the Subject Property. The Village shall have no obligation to issue a certificate of occupancy for any portion of the Subject Property unless and until the Village confirms that all public improvements have been completed in accordance with all applicable plans and requirements of law.

F. Construction of the Fitness Facility. The Village acknowledges and agrees that all obligations with regard to the construction of the Fitness Facility have been completed in accordance with the requirements of Ordinance 2016-62.

G. Construction of the Residential Facility. The Village acknowledges and agrees that all obligations with regard to the construction of the Residential Facility have been completed in accordance with the requirements of Ordinance 2016-62.

H. Annual Donation. LTF has offered to provide the Village with an annual donation of $40,000 for 12 years commencing in 2018. The Village hereby accepts such offer, and LTF shall deliver to the Village an annual cash payment in the amount and manner, and at the times, set forth in this Section 9.G (***"Donation Payment"***) for a period of 12 years, commencing on the date the certificate of occupancy is issued to the Fitness Facility.

1. Amount. The amount of the Donation Payment shall be $40,000 per year.

2. Timing of Donation Payment. The first Donation Payment shall be delivered to the Village on the date on which the Certificate of Occupancy is issued by the Village for the Fitness Facility (***"Initial Donation Payment Date"***). All subsequent Donation Payments shall be delivered to the Village annually no later than December 31st of each year in which a payment is required pursuant to Section 9.G of this Ordinance. No Donation Payment shall be required to be made on the first December 31st to occur after the Initial Donation Payment Date, unless the Initial Donation Payment Date occurs on December 31st.

3. Manner of Donation Payment. The Donation Payment shall be by cash or check and shall be delivered to the Village Clerk, for deposit into the general fund of the Village.

I. Initial Occupancy. The Village acknowledges and agrees that all obligations with regard to the initial occupancy of the Fitness Facility were satisfied in accordance with the requirements of Ordinance 2016-62.

J. Emergency Access. Emergency access lanes on the Subject Property have been constructed and must be maintained on the western sides on the both the Residential Facility and Fitness Facility in accordance with the Amended Final Plan. Such emergency access lanes shall be constructed of a material and in a manner approved by the Village Fire Chief and the Village Engineer.

K. Soil and Environmental Reports. The Developer Parties must, comply with all Illinois Environmental Protection Agency requirements to address vapor intrusion. The Fitness Facility and Residential Facility must be constructed with a poly moisture/vapor barriers that are 10 to 15 millimeters in thickness, such as Stego Industries, Plasmatic Core by W.R. Meadows, Griffolyn Vaporguard by Reef Industries, or a similar barrier. The Tesla SSD must be constructed with a concrete additive in the floor slab to prevent against moisture/vapor intrusion.

L. Residential Facility Parking Deck Lighting. In consideration for allowing the construction of open-air parking spaces on the top of the proposed structured parking for the Residential Facility, the Village will require that all light standards installed on the sixth level of the parking deck satisfy the following requirements to the satisfaction of the Director of Development and Planning Services:

1. Shielding. All overhead light standards on the sixth level shall include shielding, as approved by the Director of Development and Planning Services that prevents horizontal light leakage onto the remainder of the Subject Property.

2. Motion Sensors. As the top level of the parking deck is expected to be used infrequently, the Residential Developer shall install motion sensors which will activate the light standards on the sixth level only when persons or automobiles are present and in motion.

At any time after the date that is six months after the date of issuance of a temporary certificate of occupancy for the Residential Facility a review of the parking deck lighting above may be conducted by Village staff at the direction of the Village Board or the Village Manager. Following any such review, the Village Board shall have the right to require the Residential Developer to modify the settings of the light standards installed on the sixth level of the parking deck. If the Village Board determines that a modification of the settings of the light standards would be appropriate, it may, in its sole discretion and without further hearing or notice, adopt an ordinance modifying this condition 9.K.

Section 10. FAILURE TO COMPLY WITH CONDITIONS.

Upon failure or refusal of the respective owners or tenants of each Lot to comply with any or all of the conditions, restrictions or provisions of this Ordinance, the Amended Final Plan approval granted in Section 4, the special permit uses approved by Section 5, the variations granted by Section 6, the waivers granted in Section 7, and exceptions granted by Section 8 of this Ordinance with respect to their particular Lot shall, at the sole discretion of the Board of Trustees, by ordinance duly adopted, be revoked and become null and void; provided, however, that the Board of Trustees may not so revoke the Amended Final Plan approval, the special uses permitted by this Ordinance, the variations, the waivers, or the exceptions as to such Lot unless it shall first provide the owner of the Lot on which the violation is determined to have occurred 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; and provided further that the owner of the Lot on which the violation is alleged or determined to have occurred shall have 30 days after written notice of the reasons for revocation to cure the non-compliance or commence and diligently pursue appropriate measures to remedy the non-compliance if such non-compliance cannot be cured within said 30 days. In the event of revocation, the development and use of the particular Lot shall be governed solely by the regulations of the O-4 Boulevard Office District, as may, from time to time, be amended. Further, in the event of such revocation of the relief granted herein, the Village Manager and Village Attorney are hereby authorized and directed to bring such zoning enforcement action as may be appropriate under the circumstances against the owner of the impacted Lot. The Developer Parties acknowledge that public notices and hearings have been held with respect to the adoption of this Ordinance, have considered the possibility of the revocation provided for in this Section, and agree 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 Developer Parties required by this Section has been given.

Section 11. AMENDMENT TO APPROVALS.

Any further amendment to any provision of this Amended and Restated Ordinance that may be requested by the Developer Parties 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 Zoning Code for amendment of such relief.

Section 12. EFFECTIVE DATE.

This Ordinance shall be in full force and effect only upon the occurrence of all of the following events:

A. Passage by the Board of Trustees of the Village of Northbrook by a majority vote in the manner required by law; and

B. Publication in pamphlet form in the manner required by law;

C. 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; and

D. The passage, approval, and publication of the following ordinances and/or resolutions granting zoning approvals relating to the Subject Property:

i. An Ordinance Granting Special Permits for a Motor Vehicle Dealer with Open Sales Lot and Wall Signs, Variations, Waivers, Exceptions, and Site Plan Approval (Tesla - 1200 Skokie Boulevard) (Plan Commission Docket No. PCD-23-01);

ii. A Resolution Approving a First Amendment to the Subdivision and Development Agreement for 1000 Skokie Mixed-Use Development (1000-1200 Skokie Boulevard) (Docket No. PCD-23-01); and

iii. An Ordinance Amending Part V of Article XI of the Northbrook Zoning Code (1988), as Amended, Regarding Authorized Exceptions (1000-1200 Skokie Blvd.) (Plan Commission Docket No. PCD-23-01).

Scheduled: 3/14/2023

ATTEST:

_____
Village President

_____
Village Clerk

EXHIBIT A

LEGAL DESCRIPTION OF THE SUBJECT PROPERTY

LOTS 1 THROUGH 3 IN THE FINAL PLAT OF LIFETIME SUBDIVISION, BEING A SUBDIVISION OF THAT PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER AND THAT PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PIN: 04-12-113-002, 04-12-312-001, and 04-12-312-002

Commonly known as: 1000-1200 Skokie Boulevard, Northbrook, IL

Attachment: Exhibit A and B - Ord Amending & Restating Planned Development Ord 2016-62 (March 2023) (6568 : An Ordinance Further

EXHIBIT B

LANDBANKING RESTRICTIVE COVENANT

Attachment: Exhibit A and B - Ord Amending & Restating Planned Development Ord 2016-62 (March 2023) (6568 : An Ordinance Further

THIS INSTRUMENT PREPARED BY:

Steven M. Elrod
Elrod Friedman LLP
325 N. LaSalle Street, Suite 450
Chicago, Illinois 60654

AFTER RECORDING
RETURN TO:

Recorder's Box 337

This space for Recorder's use only

Attachment: Exhibit A and B - Ord Amending & Restating Planned Development Ord 2016-62 (March 2023) (6568 : An Ordinance Further

SECOND AMENDED AND RESTATED LANDBANKING RESTRICTIVE COVENANT (1100-1200 SKOKIE BOULEVARD; LIFETIME SUBDIVISION LOTS 2 AND 3)

THIS SECOND AMENDED AND RESTATED LANDBANKING RESTRICTIVE COVENANT is made this _____ day of _____ 2023, by **LTF REAL ESTATE COMPANY, INC**., a Minnesota corporation ("***Developer***"), the current holder of record title to that certain parcel of real estate located in the Village of Northbrook, Cook County, Illinois (***"Village"***), commonly known as 1200 Skokie Boulevard, Northbrook, Illinois ("***Lot 3***"), which is described in ***Exhibit A-1*** attached hereto and, by this reference, made a part hereof, **SPIRIT REALTY L.P.**, a Delaware limited partnership ("***Spirit***" and, together with Developer, collectively, "***Owners***"), the holder of record title to that certain parcel of real estate located in the Village, commonly known as 1100 Skokie Boulevard, Northbrook, Illinois ("***Lot 2***"), which is described in ***Exhibit A-2*** attached hereto and, by this reference, made a part hereof, and **1000 SKOKIE SSD LLC**, an Illinois limited liability company (***"1000 Skokie SSD"***), the contractual purchaser of Lot 3.

W I T N E S S ET H:

WHEREAS, on September 27, 2016, Northbrook's President and Board of Trustees (***"Corporate Authorities"***) approved Ordinance 2016-62 which approved a final planned unit development plan and other relief to authorize the construction of a mixed-use planned development (***"Planned Development"***) on a parcel of property commonly known as 1000-1200 Skokie Boulevard (***"Subject Property"***) and also granted Developer approval of: (i) a special permit to increase the floor area ratio (FAR) for a planned development up to 0.64; (ii) a special permit to allow the landbanking of 72 parking spaces for the Child Care Facility[1] and the Fitness Facility; (iii) a yard variation to reduce the front yard along Skokie Boulevard from 50 feet to no less than 30 feet to accommodate the landbanking of 72 parking spaces for the Child Care Facility and Fitness Facility; (iv) a waiver of the foundation landscaping requirements for the Child Care Facility and the Fitness Facility; (v) a waiver of the Subdivision Code requirement to bury the

[1] All capitalized terms used in this First Amended and Restated Landbanking Restrictive Covenant not otherwise defined shall have the meanings ascribed to them in the Ordinance.

existing overhead utility lines along the Sunset Ridge Road frontage of the Subject Property; (vi) an exception to the Northbrook Zoning Code (1988), as amended from time to time (***"Zoning Code"***), requirements to reduce the required number of parking spaces for the Residential Facility from 912 to 543; and (vii) an exception to the Zoning Code to reduce the minimum standard parking stall dimensions for the surface parking spaces and the standard parking spaces within the Residential Facility parking structure from nine feet wide by 20 feet long to nine feet wide by 18 feet long (collectively, ***"Requested Relief"***); and

WHEREAS, Ordinance 2016-62 contemplated the Subject Property being developed as three lots, with a luxury apartment building (***"Residential Facility"***) on Lot 1, a physical fitness facility (***"Fitness Facility"***) on Lot 2, and a child care facility (***"Child Care Facility"***) on Lot 3; and

WHEREAS, the Ordinance conditioned approval of the Requested Relief on certain conditions, which conditions included the recording of a restrictive covenant against the Subject Property by Developer to: (i) set aside an area of the Subject Property as a landbanked parking area; and (ii) within five years after the date of the issuance of the last certificate of occupancy issued for the Fitness Facility, Child Care Facility, or the Residential Facility, if the Village so elects, require Developer to construct up to 72 additional parking spaces in such landbanked parking area (collectively, ***"Landbanked Parking Condition"***); and

WHEREAS, Developer and the Village also entered into that certain Subdivision and Development Agreement dated December 13, 2016 (***"Development Agreement"***), which Development Agreement also required Developer to record against the Subject Property a restrictive covenant containing the Landbanked Parking Condition; and

WHEREAS, Developer executed that certain "Landbanking Restrictive Covenant," dated as January 23, 2017 and recorded in the Office of the Cook County Recorder of Deeds on February 7, 2017 as Document No. 1703834087 ("***Original Restrictive Covenant***") to memorialize its consent to the Landbanked Parking Condition; and

WHEREAS, both the Residential Facility and the Fitness Facility have been constructed with the Fitness Facility receiving its certificate of occupancy on December 18, 2020; and

WHEREAS, Spirit took title to that portion of the Subject Property designated as Lot 2 of the Lifetime Subdivision, with Developer retaining an interest, pursuant to that certain Special Warranty Deed dated December 17, 2020 and recorded in the Office of the Cook County Clerk on December 23, 2020 as Document No. 2035834106; and

WHEREAS, Spirit and Developer executed that certain "First Amendment to the Landbanking Restrictive Covenant," dated as April 23, 2021 and recorded in the Office of the Cook County Recorder of Deeds on June 11, 2021 as Document No. 2116217023 ("***First Amendment***") to memorialize the transfer of Lot 2's landbanking obligations to Spirit and to clearly define the separate landbanking obligations of Lot 2 and Lot 3, respectively. The First Amendment released and replaced the Original Restrictive Covenant in its entirety; and

WHEREAS, the planned operator of the Child Care Facility failed to purchase Lot 3 from Developer and, as a result, the Village's Board of Trustees formally repealed and rescinded certain special use approvals it had previously granted for the Child Care Facility pursuant to Ordinance 2017-17, adopted on April 25, 2017; and

Attachment: Exhibit A and B - Ord Amending & Restating Planned Development Ord 2016-62 (March 2023) (6568 : An Ordinance Further

Attachment: Exhibit A and B - Ord Amending & Restating Planned Development Ord 2016-62 (March 2023) (6568 : An Ordinance Further

WHEREAS, 1000 Skokie SSD proposes to develop Lot 3 with a motor vehicle dealer with an open sales lot to be operated as a Tesla sales, service, and delivery center for the sale, service, maintenance, test driving, charging, repair, delivery and storage of new and pre-owned Tesla automobiles and related parts and accessories and for general office purposes as well as those incidental activities necessary thereto, including, without limitation, parking oversized vehicles for the purpose of loading and unloading vehicles, supplies and materials, and parking for employees, customers and guests by Tesla, Inc., a Delaware corporation, or an affiliate which means an entity that controls, is controlled by, or is under common control with Tesla, Inc. (including without limitation a subsidiary, a parent or a subsidiary of a parent of Tesla, Inc.), or a successor to Tesla, Inc. by merger, consolidation or acquisition of all or substantially all of the assets or stock of Tesla, Inc. or all or substantially all of Tesla's real estate holdings, or a concessionaire, franchisee or licensee for the operation of any portion of the business to be conducted on Lot 3 ("***Affiliate***") ("***Tesla SSD***"), and will construct all parking contemplated in the First Amendment for Lot 3 as part of the development; and

WHEREAS, upon the completion of the construction of the Tesla SSD, 1000 Skokie SSD will have fulfilled all potential obligations of Lot 3 under the First Amendment, and, as a result, the Corporate Authorities no longer require a restrictive covenant to be recorded against Lot 3 and release Lot 3 from all landbanking obligations; and

WHEREAS, Owners now desire to restate and amend the First Amendment to further clarify Lot 2's responsibilities with regard to the Landbanked Parking Condition[2]; and

WHEREAS, Owners desire and intend that the restrictions herein contained shall hereafter run with the land and shall be binding upon and inure to the benefit of Owners and their respective successors, assigns, agents, licensees, invitees and representatives, including, without limitation, all subsequent owners of Lot 2, or any portion thereof, and all persons claiming under them; and

NOW, THEREFORE, Owners declare that Lot 2, and all portions thereof, are and shall be held, transferred, sold, conveyed, used and occupied subject to the restrictions hereinafter set forth, which restrictions are for the purpose of protecting the value and desirability of the Subject Property and other properties in the Village:

Section 1. Restatement of Original Restrictive Covenant. This Second Amended and Restated Landbanking Restrictive Covenant releases and replaces the First Amendment in its entirety. Subsequent to the execution and recording of this Second Amended and Restated Landbanking Restrictive Covenant, the First Amended and Restated Landbanking Restrictive Covenant, shall be of no further force and effect.

Section 2. Release of Lot 3. Lot 3, described in Exhibit A-1, is hereby released from the obligations imposed on it by the Landbanked Parking Condition of Ordinance 2016-62, as amended. All prior restrictive covenants recorded against Lot 3 pursuant to the landbanking requirements in Ordinance 2016-62 shall be of no further force and effect.

Section 3. Landbanking.

[2] Lot 1 in the Lifetime Subdivision is separately owned and is not subject to the Original Restrictive Covenant, the First Amendment, or this Second Amended and Restated Landbanking Restrictive Covenant.

A. No less than 395 paved, off-street parking spaces must be maintained on Lot 2 in accordance with the diagram of "Constructed and Landbanked Stalls," which is attached hereto as ***Exhibit B*** and, by this reference, made a part hereof. As of the effective date of this Second Amended and Restated Landbanking Restrictive Covenant, there are 395 legally conforming off-street parking spaces located on Lot 2.

B. The Village's Corporate Authorities may, in their sole and absolute discretion, at any time within five years after the date of the issuance of the certificate of occupancy issued for the Fitness Facility, by ordinance duly adopted at a meeting of the Village's Corporate Authorities held no earlier than 60 days following notice to Owners, direct and require that the number of paved, off-street parking spaces on Lot 2 be increased, at the sole cost and expense of Owners, by 50 parking spaces ("***Additional Parking Spaces***") up to a total of 445 spaces, as depicted on Exhibit B.

In the event that Owners fail to construct the Additional Parking Spaces that are designated for construction on Lot 2, Owners shall allow the Village to construct the Additional Parking Spaces on the Lot 2 and Owners must reimburse the Village for all of the Village's reasonable expenses and costs to construct the Additional Parking Spaces. If the amount so charged is not paid within 30 days following a written demand by the Village, such charge, together with interest and costs of collection, shall become a lien upon Lot 2, and the Village shall have the right to collect such charges and to enforce and/or foreclose such lien in the same manner as a mortgage on real property.

Nothing herein shall preclude or prevent Owners from choosing, at any time and without further action by the Corporate Authorities, to construct the Additional Parking Spaces, at their sole cost and expense, without the Village invoking its right to require the Additional Parking Spaces under this Section 3. No additional or further approvals from the Village shall be required except for the customary reviews and approvals required for building permits for such construction. In the event that the Owners construct the Additional Parking Spaces on Lot 2, the Owners may request that the Village prepare, execute and record all necessary documents to release this Second Amendment, or any subsequent amendments thereto.

Section 4. Landbanked Area. Unless and until the Corporate Authorities direct and require Owners to construct some or all of the Additional Parking Spaces on Lot 2 pursuant to Section 3 above, the area on Owners' Lot designated and depicted as Lot 2's "Landbanked Parking Area" on Sheets L1 and L2 of the Landscape Plan, prepared by Manhard Consulting, Ltd., and attached hereto as ***Exhibit C*** (***"Landscape Plan"***), shall be reserved for such future parking use (the ***"Landbanked Parking Area"***).

Section 5. Maintenance of Landbanked Area.

A. Owners Maintenance. Owners shall be solely and exclusively responsible for the maintenance, preservation, restoration, and rehabilitation of the Landbanked Parking Area located on Lot 2 in accordance with the Landscape Plan.

B. Village Maintenance; Costs; Liens. The Village, acting through its elected and appointed officials, agents, servants, and employees, is hereby granted the right and license, in the event Owners fail to maintain the Landbanked Parking Area in strict conformance with ***Exhibit C*** and the ordinances of the Village applicable to Lot 2, to enter onto Lot 2 and to perform such work as may be necessary to maintain, preserve, restore or rehabilitate the Landbanked Parking Area, or any portion thereof. Prior to such entry, the Village shall notify Owners at the address

Attachment: Exhibit A and B - Ord Amending & Restating Planned Development Ord 2016-62 (March 2023) (6568 : An Ordinance Further

shown on the most recent real estate tax bill for Lot 2, of the need to enter Lot 2 to perform such work. In the event the Village takes any action pursuant to this Section 5, it shall have the right, without the consent of Owners, to charge against Lot 2 an amount sufficient to defray the entire cost of such action, including reasonable administrative costs and attorneys' fees actually incurred by the Village. If the amount so charged is not paid within 30 days following a written demand by the Village, such charge, together with interest and costs of collection, shall become a lien upon Lot 2, and the Village shall have the right to collect such charges and to enforce and/or foreclose such lien in the same manner as a mortgage on real property.

Section 6. Exercise of Village Rights: Waiver. The Village is not required to exercise the rights granted herein except as it shall determine to be in its best interest. Failure by the Village to exercise any right herein granted shall not be construed as a waiver of that right or any other right. Nothing herein shall be deemed or construed to constitute a dedication of any property to the Village.

Section 7. Enforcement. Owners recognize and agree that the Village has a valid interest in ensuring that this Second Amended and Restated Landbanking Restrictive Covenant is properly adhered to and therefore do hereby grant the Village the right to enforce this Second Amended and Restated Landbanking Restrictive Covenant by any proceeding at law or in equity against any person or persons attempting to violate any restriction contained herein, either to restrain violations, to compel affirmative action, or to recover damages.

Section 8. Payment of Village Costs. Owners shall pay to the Village, upon presentation of a written demand or demands therefore, all reasonable administrative, engineering and legal fees actually incurred by the Village in connection with the negotiation, preparation, drafting consideration, review, and enforcement of this Second Amended and Restated Landbanking Restrictive Covenant with respect to Lot 2. If the amount so charged is not paid within 30 days following such written demand by the Village, such charge, together with interest and costs of collection, shall become a lien upon Lot 2, and the Village shall have the right to collect such charges and to enforce and/or foreclose such lien, in the same manner as a mortgage on real property.

Section 9. Amendment. This Second Amended and Restated Landbanking Restrictive Covenant may be modified, amended or annulled only upon the express, prior written approval of the Village of Northbrook, by resolution duly adopted.

Section 10. Covenants Running with the Land. The restrictions hereby imposed shall be restrictions running with the land and shall be binding upon and inure to the benefit of Owners and their respective successors, assigns, agents, licensees, invitees and representatives, including, without limitation, all subsequent owners of Lot 2, or any portion thereof, and all persons claiming under them.

Section 11. Recordation. Following the completion of construction of the Tesla SSD and confirmation by the Village that all landbanking obligations of Lot 3 under the First Amendment have been fulfilled, this Second Amended and Restated Landbanking Restrictive Covenant shall be recorded with the Office of the Clerk of Cook County, Illinois, and all contracts and deeds of conveyance relating to Lot 2, or any part thereof, shall be subject to the provisions of this Second Amended and Restated Landbanking Restrictive Covenant.

Attachment: Exhibit A and B - Ord Amending & Restating Planned Development Ord 2016-62 (March 2023) (6568 : An Ordinance Further

Section 12. Headings. The headings of the Sections herein are intended for reference only and are not intended to alter, amend, or affect any of the terms or provisions of this Second Amended and Restated Landbanking Restrictive Covenant.

Section 13. Term. The restrictions hereby imposed shall be enforceable for a term of five years after the date of the issuance of the certificate of occupancy issued for the Fitness Facility. If any of the rights or restrictions imposed by this Second Amended and Restated Landbanking Restrictive Covenant would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such provision shall continue only until twenty-one (21) years after the death of the survivor of the now living lawful descendants of the current President of the United States.

[SIGNATURE PAGE FOLLOWS]

Attachment: Exhibit A and B - Ord Amending & Restating Planned Development Ord 2016-62 (March 2023) (6568 : An Ordinance Further

IN WITNESS WHEREOF, Owners have caused this Second Amended and Restated Landbanking Restrictive Covenant to be executed and attested and its corporate seal to be affixed by duly authorized representatives on the date first above written.

ATTEST:

LTF REAL ESTATE COMPANY, INC.,
a Minnesota corporation

By: _____

By: _____

Its: _____

Its: _____

STATE OF _____)
)
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2021, by _____, the _____ and _____, the _____ of **LTF REAL ESTATE COMPANY, INC.**, a Minnesota corporation which individuals are known to me to be the identical persons who signed the foregoing instrument as such _____ and _____ of the religious corporation.

_____
Signature of Notary

SEAL
My Commission expires: _____

Attachment: Exhibit A and B - Ord Amending & Restating Planned Development Ord 2016-62 (March 2023) (6568 : An Ordinance Further

SPIRIT REALTY L.P.,
a Delaware limited partnership

By: Spirit General OP Holdings, LLC,
a Delaware limited liability company,
its general partner

By: _____

Its: _____

STATE OF _____)
)
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2021, by _____, the _____ and _____, the _____ of **SPIRIT GENERAL OP HOLDINGS, LLC,** a Delaware limited liability company, General Partner of **SPIRIT REALTY L.P.,** a **Delaware limited partnership** which individuals are known to me to be the identical persons who signed the foregoing instrument as such _____ and _____ of the religious corporation.

_____
Signature of Notary

SEAL
My Commission expires: _____

Attachment: Exhibit A and B - Ord Amending & Restating Planned Development Ord 2016-62 (March 2023) (6568 : An Ordinance Further

ATTEST:

1000 SKOKIE SSD LLC, an Illinois limited liability company

By: _____

Its: _____

By: _____

Its: _____

STATE OF _____)
)
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2021, by _____, the _____ and _____, the _____ of **1000 SKOKIE SSD LLC,** an Illinois limited liability company, which individuals are known to me to be the identical persons who signed the foregoing instrument as such _____ and _____ of the religious corporation.

_____
Signature of Notary

SEAL
My Commission expires: _____

Attachment: Exhibit A and B - Ord Amending & Restating Planned Development Ord 2016-62 (March 2023) (6568 : An Ordinance Further

EXHIBIT A-1

LEGAL DESCRIPTION OF LOT 3

LOT 3 IN THE FINAL PLAT OF LIFE TIME SUBDIVISION, BEING A SUBDIVISION OF THAT PART OF THE SOUTHEAST 1/4 AND THAT PART OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 12, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 1635422069.

Commonly known as 1200 Skokie Boulevard, Northbrook, Illinois

PIN: 04-12-312-002-0000

Attachment: Exhibit A and B - Ord Amending & Restating Planned Development Ord 2016-62 (March 2023) (6568 : An Ordinance Further

EXHIBIT A-2

LEGAL DESCRIPTION OF LOT 2

LOT 2 IN THE FINAL PLAT OF LIFE TIME SUBDIVISION, BEING A SUBDIVISION OF THAT PART OF THE SOUTHEAST 1/4 AND THAT PART OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 12, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 1635422069.

Commonly known as 1100 Skokie Boulevard, Northbrook, Illinois

PIN: 04-12-312-001-0000

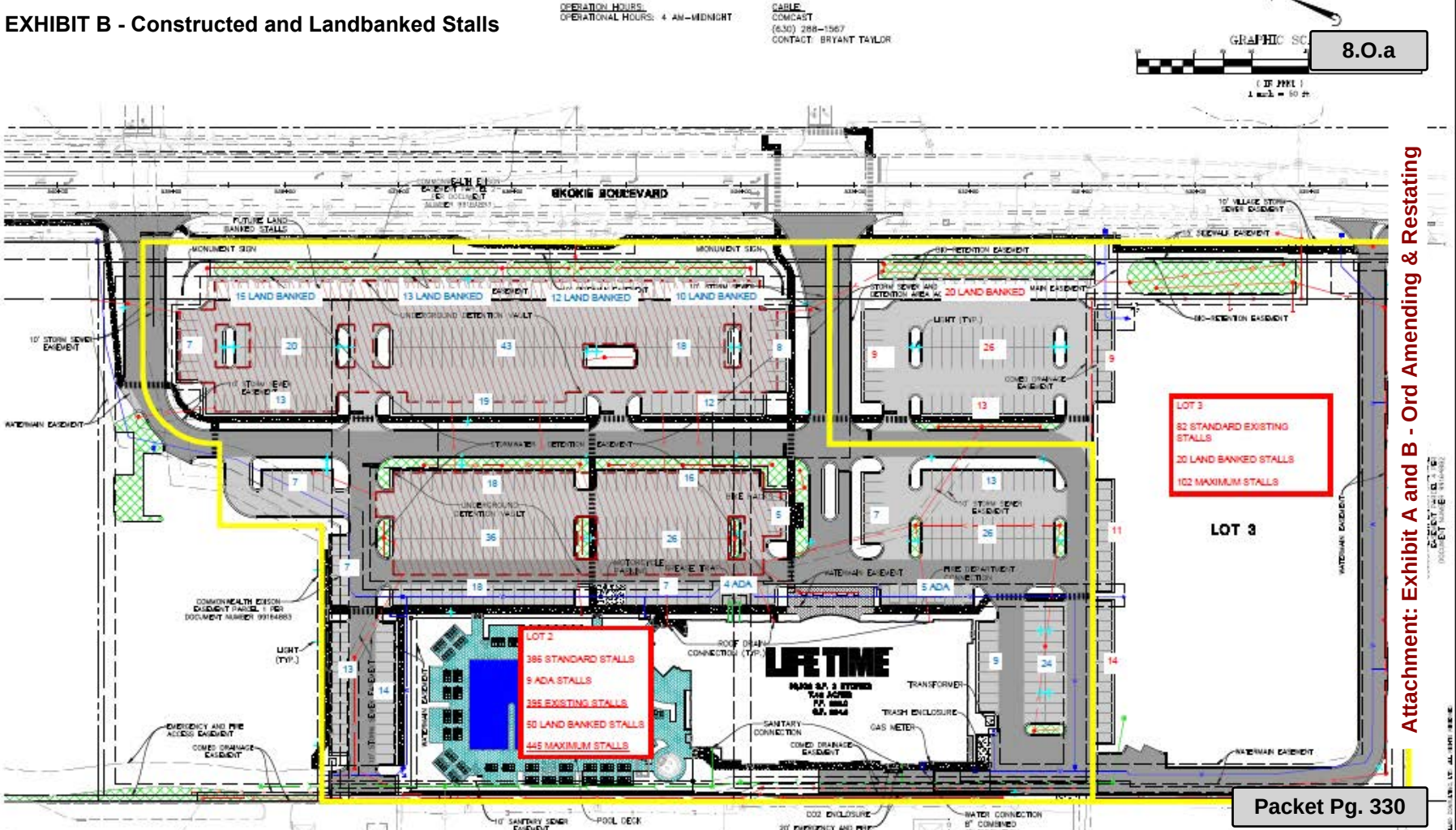
Attachment: Exhibit A and B - Ord Amending & Restating Planned Development Ord 2016-62 (March 2023) (6568 : An Ordinance Further

EXHIBIT B

CONSTRUCTED AND LANDBANKED PARKING STALLS

Attachment: Exhibit A and B - Ord Amending & Restating Planned Development Ord 2016-62 (March 2023) (6568 : An Ordinance Further

EXHIBIT B - Constructed and Landbanked Stalls



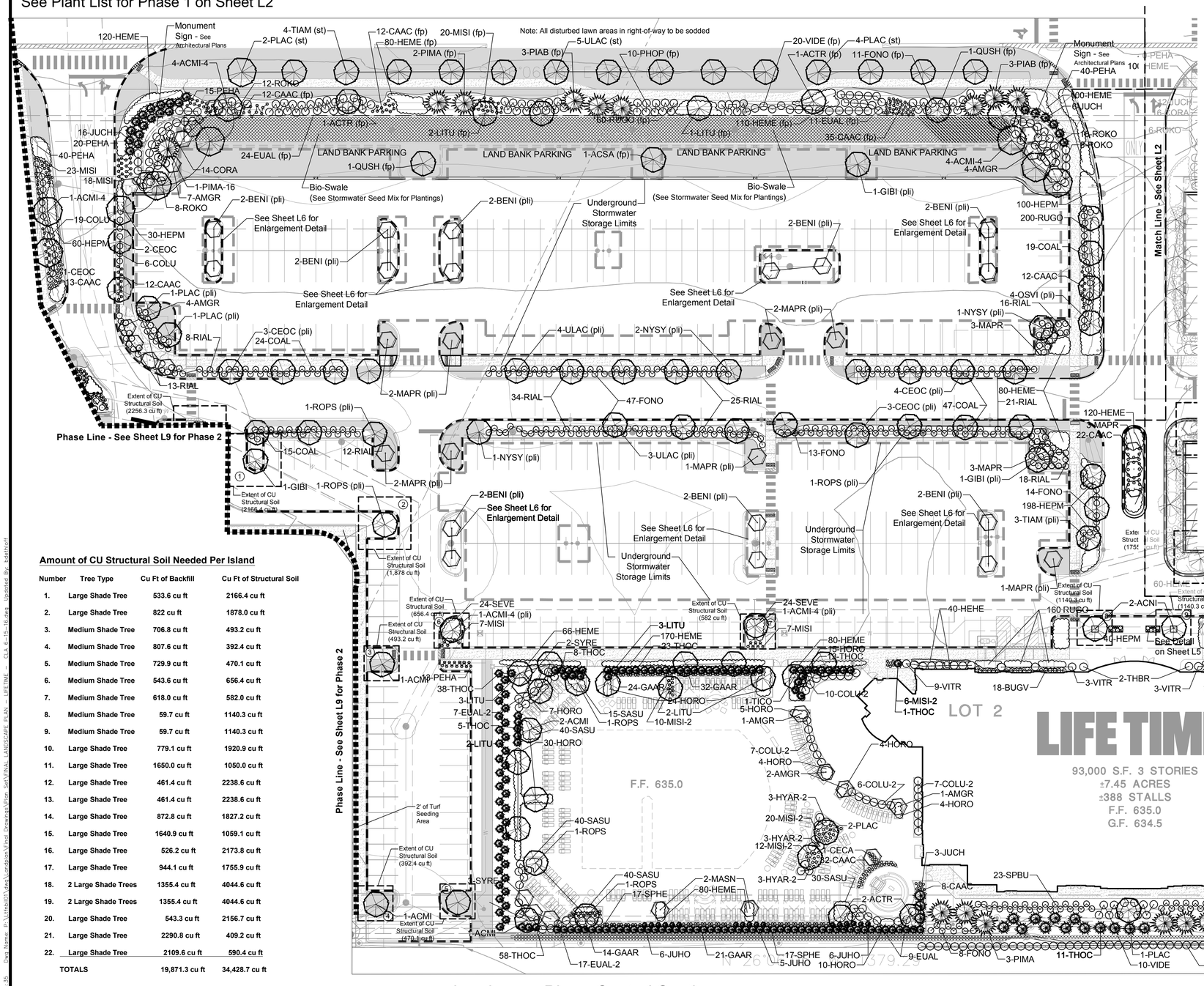
Attachment: Exhibit A and B - Ord Amending & Restating

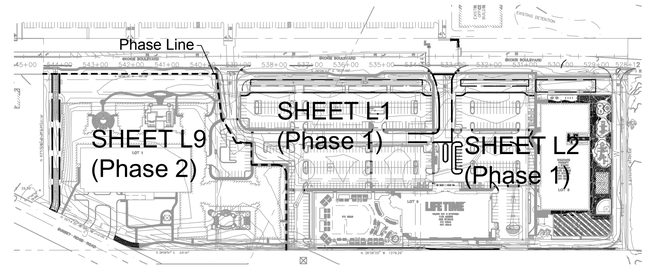
EXHIBIT C

LANDSCAPE PLANS

Attachment: Exhibit A and B - Ord Amending & Restating Planned Development Ord 2016-62 (March 2023) (6568 : An Ordinance Further

See Plant List for Phase 1 on Sheet L2





Key Map 1" = 200'

Village of Northbrook Required Landscaping

PARKING LOT INTERIOR LANDSCAPING

1 tree per 8 parking spaces

467 spaces/ 8 spaces = (58.34) = 59 trees

50% of trees shall be located within interior islands = 30 trees

On Plan: 26 trees in interior islands and 26 trees located within outside perimeter of paved areas.

The remaining 50% to be located within 5 feet of outside perimeter of paved area - 29 trees

PARKWAY TREES

1 tree per 45 lineal feet of frontage

Skokie Boulevard - 1106.00 feet/ 45 feet = (24.57) = 25 trees

On Plan: 36 trees have been planted along the frontage of the project area in the parkway.

LEGEND

(fp) - Front Perimeter Planting

(pli) - Parking Lot Interior

SOIL REQUIREMENTS FOR TREES BASED ON THEIR SIZE AT MATURITY			
Tree Size at Maturity	Total Soil Area*	Distance From Paved Surface	See Northbrook Soil Specification
Small: Height Shorter than 30 ft.	10ft.x10ft. Or 300 cubic feet	2ft.	Structural soil may be CU-Structural soil or Stalite (sandy soils). Traditional crushed limestone is not permitted for use in parking lot islands that have trees planted.
Medium: Height or spread less than 50 ft.	20ft.x20ft. Or 1,200 cubic feet	6ft.	
Large: Height or spread greater than 50 ft.	30ft.x30ft. Or 2,700 cubic feet	10ft.	
For 450 square foot canopy=900 cubic feet of stalite or structural soil mix	*Measures when soil depth is 3ft. Or greater. Soil less than 3ft. require smaller trees.		

Amount of CU Structural Soil Needed Per Island

Number	Tree Type	Cu Ft of Backfill	Cu Ft of Structural Soil
1.	Large Shade Tree	533.6 cu ft	2166.4 cu ft
2.	Large Shade Tree	822 cu ft	1878.0 cu ft
3.	Medium Shade Tree	706.8 cu ft	493.2 cu ft
4.	Medium Shade Tree	807.6 cu ft	392.4 cu ft
5.	Medium Shade Tree	729.9 cu ft	470.1 cu ft
6.	Medium Shade Tree	543.6 cu ft	656.4 cu ft
7.	Medium Shade Tree	618.0 cu ft	582.0 cu ft
8.	Medium Shade Tree	59.7 cu ft	1140.3 cu ft
9.	Medium Shade Tree	59.7 cu ft	1140.3 cu ft
10.	Large Shade Tree	779.1 cu ft	1920.9 cu ft
11.	Large Shade Tree	1650.0 cu ft	1050.0 cu ft
12.	Large Shade Tree	461.4 cu ft	2238.6 cu ft
13.	Large Shade Tree	461.4 cu ft	2238.6 cu ft
14.	Large Shade Tree	872.8 cu ft	1827.2 cu ft
15.	Large Shade Tree	1640.9 cu ft	1059.1 cu ft
16.	Large Shade Tree	526.2 cu ft	2173.8 cu ft
17.	Large Shade Tree	944.1 cu ft	1755.9 cu ft
18.	2 Large Shade Trees	1355.4 cu ft	4044.6 cu ft
19.	2 Large Shade Trees	1355.4 cu ft	4044.6 cu ft
20.	Large Shade Tree	543.3 cu ft	2156.7 cu ft
21.	Large Shade Tree	2290.8 cu ft	409.2 cu ft
22.	Large Shade Tree	2109.6 cu ft	590.4 cu ft
	TOTALS	19,871.3 cu ft	34,428.7 cu ft

HATCH LEGEND

- Turf / Sod Area
- Stormwater Seed Mix
- Perennial Planting Bed
- River Rock Area
- CU Structural Soil Extents

Landscape Plan - Central Section

Scale: 1" = 30'

NORTH

REVISIONS	DATE	DRAWN BY
REVISED PER VILLAGE COMMENTS	6-22-16	JBD

Manhard CONSULTING LTD
800 Woodlands Parkway Vernon Hills, IL 60061 p 847.634.3550 f 847.634.0085 manhard.com
Civil Engineers • Surveyors • Water Resource Engineers • Water & Wastewater Engineers
Construction Managers • Environmental Scientists • Landscape Architects • Planners

MIXED USE DEVELOPMENT
VILLAGE OF NORTHBROOK, ILLINOIS
PHASE 1 - FINAL LANDSCAPE PLAN - CENTRAL AREA

PROJ. MGR.:	JDF
PROJ. ASSOC.:	GMC1
DRAWN BY:	JBD
DATE:	4-22-16
SCALE:	1"=30'

SHEET L1 OF L10

LTFNBIL01

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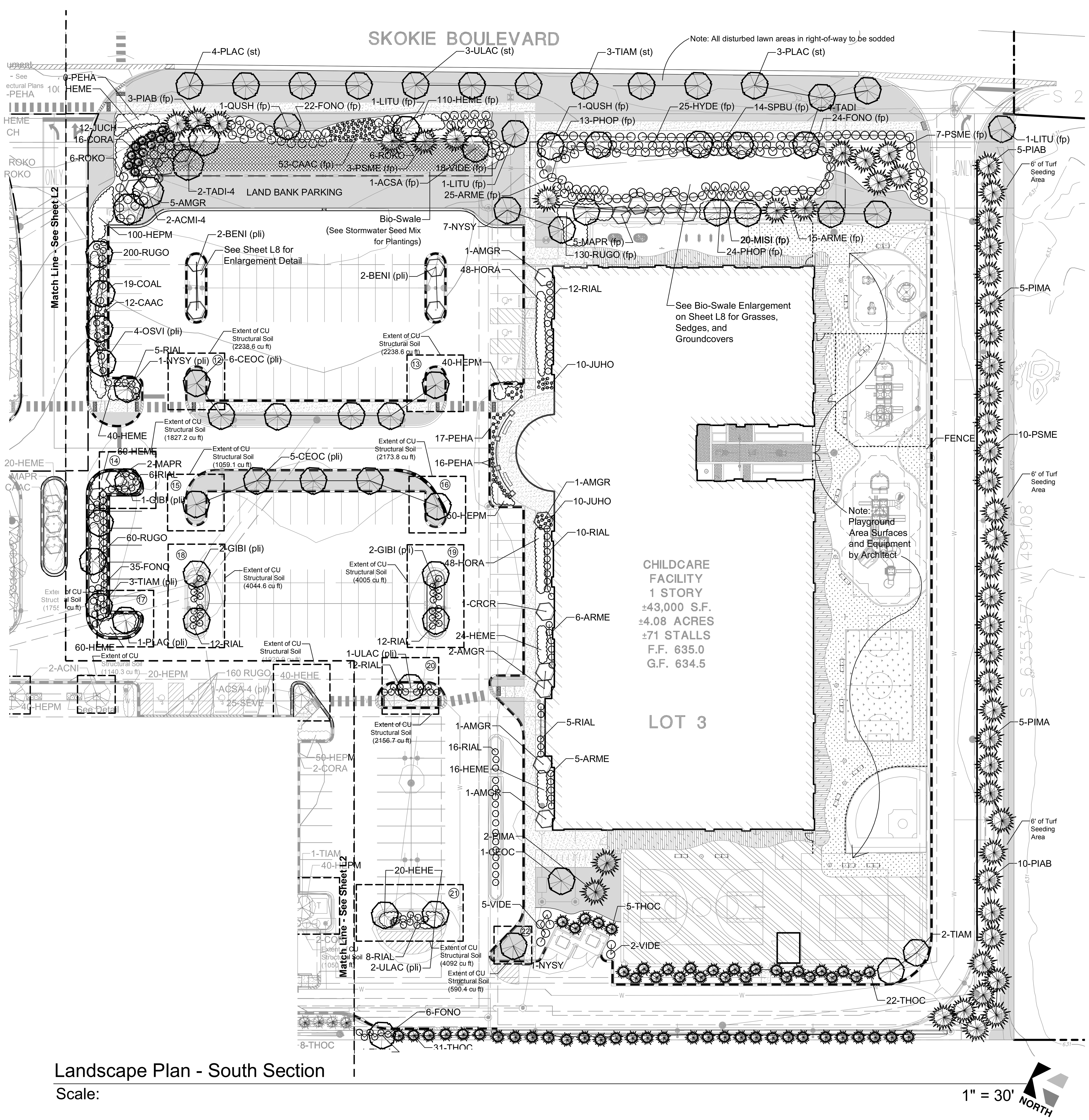
Attachment: Exhibit A and B - Ord Amending & Restating Planned Development Ord 2016-62 (March 2023) (6568 : An Ordinance Further Amending and Restating Ordinance 2016-62 Granting Final Plan Approval, Special)

June 22, 2016 - 09:35 Dwg Name: P:\Projects\Vlg Northbrook\Mixed Use Development\Plan Sheets\FINAL LANDSCAPE PLAN - LTFNBIL - C4 x 6-15-16.dwg Updated By: bjohnson

SOIL REQUIREMENTS FOR TREES BASED ON THEIR SIZE AT MATURITY			
Tree Size at Maturity	Total Soil Area*	Distance From Paved Surface	See Northbrook Soil Specification
Small: Height Shorter than 30 ft.	10ft.x10ft. Or 300 cubic feet	2ft.	Structural soil may be CU-Structural soil or Stalite (sandy soils). Traditional crushed limestone is not permitted for use in parking lot islands that have trees planted.
Medium: Height or spread less than 50 ft.	20ft.x20ft. Or 1,200 cubic feet	6ft.	
Large: Height or spread greater than 50 ft.	30ft.x30ft. Or 2,700 cubic feet	10ft.	
For 450 square foot canopy=900 cubic feet of stalite or structural soil mix	*Measures when soil depth is 3ft. Or greater. Soil less than 3ft. require smaller trees.		

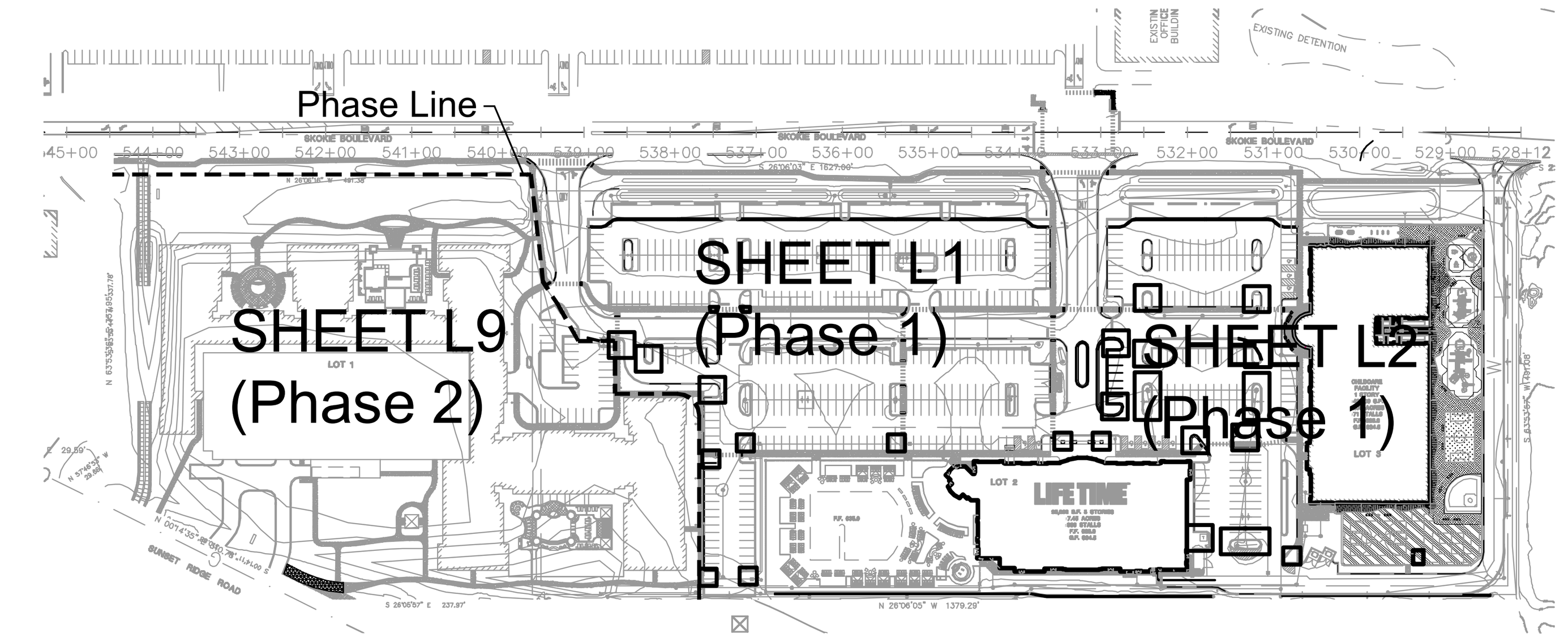
HATCH LEGEND

- Turf / Sod Area
- Stormwater Seed Mix
- Perennial Planting Bed
- Rip-Rap Area
- CU Structural Soil Extents



Landscape Plan - South Section

Scale: 1" = 30'



Key Map 1" = 200'

Plant List

Key	Quantity	Name COMMON/ Botanical	Size	Comments
Shade Trees				
ACMI	11	MORTON MAPLE/ Acer miyabe 'Morton'	3" BB	
ACMI-4	13	MORTON MAPLE/ Acer miyabe 'Morton'	4" BB	
ACNI	2	GREENCOLUMN BLACK MAPLE/ Acer nigrum 'Greencolumn'	3" BB	
ACTR	4	PACIFIC SUNSET MAPLE/ Acer truncatum 'Pacific Sunset'	3" BB	
ACSA	2	GREEN MOUNTAIN SUGAR MAPLE/ Acer saccharum 'Green Mountain'	3" BB	
ACSA-4	1	GREEN MOUNTAIN SUGAR MAPLE/ Acer saccharum 'Green Mountain'	4" BB	
CEOC	28	COMMON HACKBERRY/ Celtis occidentalis	3" BB	
GIBI	8	PRINCETON SENTRY GINKGO/ Ginkgo biloba 'Princeton Sentry'	3" BB	Male Only
LITU	16	TULIP TREE/ Liriodendron tulipifera	3" BB	
NYSY	13	BLACK TUPELO/ Nyssa sylvatica	3" BB	
OSVI	8	IRONWOOD/ Ostrya virginiana	3" BB	
PLAC	20	EXCLAMATION LONDON PLANETREE/ Platanus x acerifolia 'Morton Circle'	3" BB	
QUSH	4	SHUMARD OAK/ Quercus shumardii	3" BB	
ROPS	13	CHICAGO BLUES BLACK LOCUST/ Robinia pseudoacacia 'Chicago Blues'	3" BB	
TADI-4	4	SHAWNEE BRAVE BALD CYPRESS/ Taxodium distichum 'Shawnee Brave'	4" BB	
TIAM	19	REDMOND LINDEN/ Tilia americana 'Redmond'	3" BB	
ULAC	18	ACCOLADE ELM/ Ulmus 'Accolade'	3" BB	
Ornamental Trees				
AMGR	29	AUTUMN BRILLIANCE SERVICEBERRY/ Amelanchier grandiflora 'Autumn Brilliance'	6' BB	
BENI	20	FOX VALLEY RIVER BIRCH/ Betula nigra 'Fox Valley'	6' BB	
CECA	1	EASTERN REDBUD / Cercis canadensis	6' BB	
CRCR	1	THORNLESS COCKSPUR HAWTHORN / Crataegus crus-galli	6' BB	
MAPR	16	PRAIRIEFIRE CRABAPPLE/ Malus 'Prairiefire'	6' BB	
MASN	2	SPRING SNOW CRABAPPLE/ Malus 'Spring Snow'	6' BB	
SYRE	5	JAPANESE TREE LILAC/ Syringa reticulate	6' BB	
Evergreen Trees				
PIAB	25	NORWAY SPRUCE/ Picea abies	6' BB	
PIMA	17	BLACK SPRUCE/ Picea mariana	6' BB	
PIMA-16	1	BLACK SPRUCE/ Picea mariana	16'BB	
PSME	19	DOUGLAS FIR/ Pseudotsuga menziesii	6' BB	
Shrubs				
ARME	113	VIKING BLACK CHOKEBERRY/ Aronia melanocarpa 'Viking'	3'	Planted 4'-0" on center
EUAL	44	DWARF BURNING BUSH/ Euonymus alatus 'Compactus'	3'	Planted 4'-0" on center
EUAL-2	27	DWARF BURNING BUSH/ Euonymus alatus 'Compactus'	5'	Planted 4'-0" on center
COAL	139	COMPACT REDOISER DOGWOOD/ Cornus alba	3'	Planted 4'-0" on center
COLU	25	PEKING COTONEASTER/ Cotoneaster acutifolia 'Peking'	3'	Planted 4'-0" on center
COLU-2	30	PEKING COTONEASTER/ Cotoneaster acutifolia 'Peking'	4'	Planted 4'-0" on center
CORA	34	GRAY DOGWOOD/ Cornus racemosa	3'	Planted 4'-0" on center
FONO	208	NORTHERN GOLD FORSYTHIA/ Forsythia 'Northern Gold'	3'	Planted 4'-0" on center
HYAR-2	9	ANNABELLE HYDRANGEA/ Hydrangea arborescens	5'	Planted 4'-0" on center
HYDE	25	KALM'S ST. JOHNSWORT/ Hypericum densiflorum 'Kalm's'	2'	Planted 3'-0" on center
PHOP	47	SUMMER WINE NINEBARK/ Physocarpus opulifolius 'Summer Wine'	3'	Planted 4'-0" on center
RIAL	257	ALPINE CURRANT/ Ribes alpinum	3'	Planted 4'-0" on center
ROKO	54	KNOCK OUT ROSE/ Rosa 'Knock Out'	3'	Planted 4'-0" on center
SPBU	44	ANTHONY WATERER SPIREA/ Spiraea x bumalda	3'	Planted 4'-0" on center
VIDE	55	ARROWWOOD VIBURNUM/ Viburnum dentatum	3'	Planted 4'-0" on center
VITR	21	AMERICAN CRANBERRYBUSH VIBURNUM/ Viburnum trilobum	3'	Planted 4'-0" on center
Evergreen Shrubs				
BUGV	36	GREEN VELVET BOXWOOD/ Buxus x 'Green Velvet'	24"	Planted 2'-0" on center
JUCH	37	SARGEANT GREEN JUNIPER/ Juniperus chinensis 'Sargeant Green'	3'	Planted 4'-0" on center
JUHO	37	BLUE CHIP JUNIPER/ Juniperus horizontalis 'Blue Chip'	24"	Planted 3'-0" on center
THBR	2	BRANDON ARBORVITAE/ Thuja occidentalis 'Brandon'	8' BB	
THOC	228	DARK GREEN ARBORVITAE/ Thuja occidentalis 'Nigra'	6' BB	Planted 4'-0" on center
Grasses				
CAAC	223	KARL FOERSTER FEATHER REED GRASS/ Calamagrostis acutifolia 'Karl Foerster'	#3 Container	Planted 3'-0" on center
PEHA	201	HAMELN FOUNTAIN GRASS/ Pennisetum a. 'Hameln'	#3 Container	Planted 3'-0" on center
MISI	102	PURPLE FLAME GRASS/ Miscanthus sinensis 'Purpurascens'	#3 Container	Planted 2'-0" on center
MISI-2	48	PURPLE FLAME GRASS/ Miscanthus sinensis 'Purpurascens'	#5 Container	Planted 2'-0" on center
SPHE	396	PRAIRIE DROPSEED/ Sporobolus heterolepsis	#1 Container	Planted 2'-0" on center
Perennials, Sedges, Groundcovers & Vines				
CAVU	290	FOX SEDGE/ Carex vulpinoidea	#1 Container	Planted 2'-0" on center
GAAR	87	BLANKET FLOWER/ Gaillardia aristata		
HEHE	100	THORNDALE ENGLISH IVY/ Hedera helix 'Thorndale'	3" Pots	Planted 1'-0" on center
HEME	1416	HAPPY RETURNS DAYLILY/ Hemerocallis 'Happy Returns'	#1 Container	Planted 2'-0" on center
HEPM	768	PARDON ME DAYLILLY/ Hemmerocallis 'Pardon Me'	#1 Container	Planted 1'-0" on center
HORO	189	ROYAL STANDARD HOSTA/ Hosta 'Royal Standard'	#1 Container	Planted 2'-0" on center
IRVE	342	BLUE FLAG IRIS/ Iris versicolor	#1 Container	Planted 1'-0" on center
PATR	15	BOSTON IVY/ Parthenocissus tricuspidata	#3 Container	Staked
PEDI	288	SMOOTH PENSTEMON/ Penstemon digitalis	#1 Container	Planted 1'-0" on center
RUGO	970	GOLDSTRUM BLACK EYED SUSAN/ Rudbeckia 'Goldstrum'	#1 Container	Planted 2'-0" on center
SASU	165	MAY NIGHT SALVIA/ Salvia x superba 'May Night'	#1 Container	Planted 2'-0" on center
SEVE	73	VERA JAMESON STONECROP/ Sedum 'Vera Jameson'	#1 Container	Planted 1'-0" on center

Cardno Stormwater Seed Mix

Botanical Name	Common Name	Oz./Acre
PERMANENT GRASSES/SEDGES/RUSHES		
Carex cristatella	Crested Oval Sedge	3.69
Carex lurida	Bottlebrush Sedge	7.38
Carex vulpinoidea	Brown Fox Sedge	22.13
Elymus virginicus	Virginia Wild Rye	44.27
Glyceria striata	Fowl Manna Grass	4.61
Juncus effuses	Common Rush	3.69
Juncus torreyi	Torrey's Rush	0.92
Leersia oryzoides	Rice Cit Grass	3.69
Panicum virgatum	Switch Grass	29.51
Scirpus atrovirens	Dark Green Rush	3.69
Scirpus cyperinus	Wool Grass	1.84
Scirpus fluviatilis	River Bulrush	0.92
Scirpus validus	Great Bulrush	22.13
		148.47
TEMPORARY COVER		
Avena sativa	Common Oat	360.00
Lolium multiflorum	Annual Rye	100.00
		460.00
FORBS		
Alisma spp.	Water Plaintain Mix	15.65
Asclepias incarnate	Swamp Milkweed	5.52
Bidens spp.	Bidens Mix	7.37
Helenium autumnale	Sneezeweed	7.37
Lycopus americanus	Common Water Horehound	0.92
Mimulus ringens	Monkey Flower	3.68
Penthorum sedoides	Ditch Stonecrop	1.84
Polygonum penylvanicum	Pinkweed	14.73
Rudbeckia subtomentosa	Sweet Black-Eyed Susan	3.68
Sagittaria latifolia	Common Arrowhead	3.68
Senna hebecarpa	Wild Senna	3.68
Thalictrum dasycarpum	Purple Meadow Rue	7.37
		75.49

Apply at 42.75 pounds per acre

Note: Bio-Swale and Native Plantings to be completed by a qualified native planting landscape contractor. All Bio-Swale plugs must be drilled.

Note: All seeded areas to be covered with an excelsior seed blanket.

Maintenance Plan for Native Plantings

Contractors installing native plants shall perform maintenance, management, and monitoring for a minimum of three years, or until all performance criteria are met. Maintenance activities should be based, in part, on problems identified in the annual monitoring effort. Although specific management and maintenance needs will be determined in the field, standard management protocols shall include the following measures. The contractor will provide the client a list/map punchlist of problem areas and recommendations and schedules for maintenance. The punchlist will be provided after each monitoring or as requested by the client. Once maintenance activities have been conducted to address the problems, a follow-up letter will be provided to the client documenting the work.

1st Year If unusually dry conditions persist after summer planting or seeding, short- term irrigation shall be done to prevent desiccation. Irrigation generally will not be necessary, however, if planting is done in the recommended seasons of late fall through spring.

During the first growing season a maintenance regime must begin in order to prevent the establishment of weeds and their adverse effects on the establishment of native seedlings. Control of undesirable plant species shall be done in a timely manner. Methods of control include hand pulling, mowing, spot herbicide application, or a combination of these methods. The appropriateness of a particular control method depends on the plant species present and their density or prevalence.

Mowing is a recommended management option to control undesirable upland species, especially if they persist over a large area. Mowing is recommended during the first growing season on approximately a monthly frequency, with the mower set to a height of about 6 inches.

2nd Year Weed growth in the second season should be treated by targeted herbiciding, hand pulling, or mowing. The appropriate protocol should be determined in the field.

If sufficient fuel is present, a controlled burn may be scheduled at the end of the second growing season.

3rd Year By the third growing season, native grasses, sedges, and forbs should be relatively well established and weed growth should be declining significantly. Control measures such as weeding, mowing, or herbiciding should be continued on an as needed basis. It is anticipated that controlled burn management from the 3rd year onward. Controlled burns should be conducted only after receipt of all required permits and by trained individuals or contractors.

Performance Criteria

The intent of the performance criteria is to ensure the establishment of native landscapes that are functional, aesthetic, and relatively weed free. At no time throughout stewardship activities shall invasive native species, non-native species, nor invasive/exotic species be allowed to become established on the site and/or be allowed to colonize.

In all areas, native landscapes shall be maintained with a permanent vegetation cover at all times to minimize erosion. If erosion, rills or gullies are forming, remedial measures should be implemented immediately. If erosion is detected, management practices such as spot dressing/repair, light mulching, and over-seeding or replanting shall be implemented immediately.

The success of the natural landscaping project will be formally evaluated by the following vegetation performance standards monitored over time.

1st Year By the end of the first full growing season, the planted areas should have 90 percent vegetation cover. 50 percent of the species planted as seed should be present and alive. No upland area (i.e. non-wetland) greater than 1 square feet shall be devoid of vegetation.

2nd Year During the second growing season, a minimum of 60 percent of the permanent species planted in seed form should be evident. If this level of vegetation establishment fails to occur, a determination must be made to why, and a remedial action plan shall be necessary. Remediation shall include overseeding and or plugging of appropriate species. Also, undesirable, invasive plant species shall not be prevalent in the naturally landscaped area.

3rd Year At the end of the third full growing season, a minimum of 75 percent of the seeded permanent species are expected to be established. (Alternatively, native perennial species that volunteer on the site, excluding the undesirable invasive species, may also be counted in determining the preceding criteria.) Commonly, if the planted species are not evident by the end of the third season, the likelihood of subsequent appearance is much reduced. Acceptable species defined as native to the region and not invasive (in the *Native Plant Guide for Streams and Stormwater Facilities in Northeastern Illinois),* shall provide at least 90 percent of the relative aerial coverage. If the identified level of species development fails to occur, a determination must be made as to why, and a remedial action plan must be prepared and submitted to the owner for approval. The approved remedial plan must be implemented and continued monitoring will be required beyond the third growing season until these Performance Criteria are met.

Long-term Maintenance: With ongoing landscape maintenance and management, the plant community should continue to improve over time. As a Minimum, though, the site shall continue to meet the vegetation performance standards of the 3rd season, as specified above, with regard to erosion control, vegetation coverage, species diversity, and control of invasive species.

DATE	REVISIONS	DRAWN BY
6-22-16	REVISED PER VILLAGE COMMENTS	JBD

Manhard CONSULTING LTD
900 Woodlands Parkway, Vernon Hills, IL 60061 ph:847.634.5550 fx:847.634.0095 manhard.com
Civil Engineers • Surveyors • Water Resource Engineers • Water & Wastewater Engineers
Construction Managers • Environmental Scientists • Landscape Architects • Planners

MIXED USE DEVELOPMENT

VILLAGE OF NORTHBROOK, ILLINOIS

PHASE 1 - FINAL LANDSCAPE PLAN - SOUTH AREA

PROJ. MGR.: JDF
PROJ. ASSOC.: GMC1
DRAWN BY: JBD
DATE: 4-22-16
SCALE: 1"=30'

SHEET L2 OF L10

LTFNBIL01

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June 22, 2016 – 08:35 Dwg Name: P:\Ltfnbil01\dwg\Landplan\Final Drawings\Plan Set\FINAL LANDSCAPE PLAN – LIFETIME – CLA 6-15-16.dwg Updated By: bdethloff

Attachment: Exhibit A and B - Ord Amending & Restating Planned Development Ord 2016-62 (March 2023) (6568 : An Ordinance Further Amending and Restating Ordinance 2016-62 Granting Final Plan Approval, Special)

Ordinance (ID # 6569)

An Ordinance Granting Special Permits for a Motor Vehicle Dealer with Open Sales Lot and Wall Signs, Variations, Waivers, Exceptions, and Site Plan Approval (Tesla - 1200 Skokie Boulevard) (Plan Commission Docket No. PCD-23-01)

Passed by the Board of Trustees, 3/14/2023
Printed and Published 3/14/2023

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 # 6569)

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 Special Permits for a Motor Vehicle Dealer with Open Sales Lot and Wall Signs, Variations, Waivers, Exceptions, and Site Plan Approval (Tesla - 1200 Skokie Boulevard) (Plan Commission Docket No. PCD-23-01)

shall be, and is hereby, adopted as follows:

SECTION 1. BACKGROUND

On September 27, 2016, the Village adopted the following ordinances and resolutions, approving a planned development and granting other relief to authorize the construction of a mixed-use planned development ("***Planned Development***") on a parcel of property commonly known as 1000-1200 Skokie Boulevard ("***Subject Property***"), which is located in the Village's O-4 Boulevard Office District: (i) Resolution 2016-129 Approving a Redevelopment Agreement; (ii) Resolution 2016-130 Approving a Final Plat of Subdivision for the Subject Property; (iii) Ordinance 2016-62 Granting Final Plan Approval, Special Permits, Yard and Setback Variations, Waivers, and Exceptions for the Subject Property; (iv) Ordinance 2016-63 Granting Special Permits for a Fitness Facility and Wall Signs; and (v) Ordinance 2016-64 Granting Special Permits for a Child Care Facility and Wall Signs (collectively, ***"Original Approvals"***).

Ordinance 2016-62 contemplated the Subject Property being developed as three lots, with a luxury apartment building (***"Residential Facility"***) on Lot 1, a physical fitness facility (***"Fitness Facility"***) on Lot 2, and a child care facility (***"Child Care Facility"***) on Lot 3. Concurrent with its adoption of Ordinance 2016-62, the Village's Board of Trustees adopted Resolution 2016-R-130 approving a final plat of subdivision, entitled "Final Plat of Lifetime Subdivision," recorded with the Cook County Recorder of Deeds on December 19, 2016, as document number 1635422069 dividing the Subject Property into the three lots ("***Final Plat***").

In December of 2016, LTF Real Estate Company, Inc. ("***LTF***") conveyed title to Lot 1 to Finger-EPCO Northbrook, LLC ("***Residential Developer***"), while retaining title to Lots 2 and 3. The Residential Developer constructed the Residential Facility on Lot 1. The construction of all required site improvements on Lots 2 and 3, as well as the Fitness Facility, have also been completed.

The planned operator of the Child Care Facility failed to purchase Lot 3 from LTF and, as a result, the Village's Board of Trustees formally repealed and rescinded certain special use approvals it had previously granted for the Child Care Facility pursuant to Ordinance 2017-17, adopted on April 25, 2017.

In 2019 LTF conveyed title to Lot 2 to Spirit Realty, L.P. (***"Spirit"***), while retaining title to Lot 3.

1000 Skokie SSD, LLC (***"Applicant"***) is the contract purchaser of the 1200 Skokie Parcel ("***Lot 3***") and proposes to develop Lot 3 with a motor vehicle dealer to be operated as a Tesla sales,

service, and delivery center for the sale, service, maintenance, test driving, charging, repair, delivery and storage of new and pre-owned Tesla automobiles and related parts and accessories and for general office purposes as well as those incidental activities necessary thereto, including, without limitation, parking oversized vehicles for the purpose of loading and unloading vehicles, supplies and materials, and parking for employees, customers and guests ("***Tesla SSD***") operated by Tesla, Inc. or its affiliate as defined in this Ordinance (***"Operator"***).

The Applicant desires and seeks relief to develop Lot 3 with a motor vehicle dealer with an open sales lot in accordance with the plans and specifications hereinafter described.

In order to develop Lot 3 as proposed, the Applicant has requested relief from, and approvals under, the Zoning Code and the Village of Northbrook Subdivision and Development Code (1991), as amended ("***Subdivision Code***").

The Applicant has now requested approval of: (i) the First Amendment to Subdivision and Development Agreement originally approved in 2016-R-129 and 2016-R-162; (ii) Amendment to Ordinance 2016-13 Granting Special Permits for a Planned Development; (iii) Amendment to Ordinance 2016-62 Granting Final Plan Approval; (iv) Amendment to Landbanked Parking Restrictive Covenant; (v) Zoning Code Text amendment to allow tandem parking spaces for Motor Vehicle Dealer by exception; (vi) Special Permit for a Motor Vehicle Dealer with Open Sales Lots; (vii) Special Permit for Wall Signs Above 20' in Height; (viii) Special Permit for a Wall Sign in Excess of 100 square feet in area; (ix) Rear yard variation to reduce required yard from 30' to 5' to accommodate proposed parking; (x) Variation to reduce the required number of loading spaces from 1 to 0; (xi) Waiver of the Zoning Code requirement for parking garage ramps to not exceed 8% slope to allow a 15% slope; (xii) Waiver of the Foundation Landscape distance requirements to less than 50%; (xiii) Exception to allow a motor vehicle dealer with open sales lots to provide required parking spaces not directly accessed by a required circulation aisle ("***Tandem Parking Exception***"); (xiv) Exception to reduce the parking stall dimensions from 9' by 20' to 9' by 18' for customer parking and to 8'-6" by 18' for car storage spaces; and (xv) site plan approval (collectively, ***"Requested Relief"***).

The Corporate Authorities have determined that the applicable standards and requirements for granting a special permits, variations, waivers, exceptions, and site plan approval for the operation the Motor Vehicle Dealer with an Open Sales Lot to be operated by Operator and the wall signs to be installed on Lot 3 have been satisfied, and that approval of the zoning relief should be granted, subject to and contingent upon the conditions, restrictions, and provisions set forth in this Ordinance.

SECTION 2. DESCRIPTION OF THE SUBJECT PROPERTY.

The Subject Property consists of approximately 18.06 acres and is legally described in ***Exhibit A-1*** attached to and, by this reference, made a part of this Ordinance. Lot 3 consists of 4.079 acres, is identified on the Final Plat as "***Lot 3,***" and is legally described in ***Exhibit A-2*** attached to and, by this reference, made a part of this Ordinance.

SECTION 3. PUBLIC HEARING.

Pursuant to public notice published in the *Northbrook Herald* on February 2, 2023, a public hearing was held by the Plan Commission on February 21, 2023, to consider the Applicant's Requested Relief. The Plan Commission made its recommendation to approve the Applicant's Requested Relief on February 21, 2023 (Plan Commission Resolution 23-PC-03).

SECTION 4. SPECIAL PERMIT FOR MOTOR VEHICLE DEALER WITH OPEN SALES LOT.

Subject to, and contingent upon the conditions, restrictions, and provisions set forth in Section 9 of this Ordinance, a special permit for a motor vehicle dealer with open sales lot (SIC No. 5510.02) is hereby granted to the Applicant for Lot 3 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 PERMITS FOR WALL SIGNS.

Subject to, and contingent upon the conditions, restrictions, and provisions set forth in Section 9 of this Ordinance, the following special permits are hereby granted to the Applicant for Lot 3 in accordance with and pursuant to Section 11-602 of the Code and the home rule powers of the Village of Northbrook;

A. East Façade Wall Signs. A special permit to permit the installation of three wall signs on the east façade of the Tesla SSD, the top of which are no higher than: 35 feet from grade for the large logo, 30 feet and five inches for the red logo, and 20 feet and ten inches for the word Tesla (SIC No. 9966.00) and with respect to the "Tesla" name sign: a special permit to permit installation of a wall sign which is 157.83 square feet in area (SIC No. 9969.00).

B. North Façade Wall Sign. A special permit to permit the installation of one wall sign on the north façade of the Tesla SSD, the top of which is no higher than 27 feet four inches from grade (SIC No. 9966.00).

C. South Façade Wall Sign. A special permit to permit the installation of one wall sign on the south façade of the Tesla SSD, the top of which is no higher than 35 feet and four inches from grade (SIC No. 9966.00).

SECTION 6. VARIATIONS.

Subject to, and contingent upon, the conditions, restrictions, and provisions set forth in Section 9 of this Ordinance, Lot 3 shall be, and is hereby granted the following variations, all in accordance with and pursuant to Section 11-503 of the Zoning Code and the home rule powers of the Village of Northbrook:

A. Variation to reduce the required rear (west) yard from 30 feet to five feet.

B. Variation to reduce the required number of loading spaces from 1 to 0.

SECTION 7. WAIVERS.

Subject to, and contingent upon, the conditions, restrictions, and provisions set forth in Section 9 of this Ordinance, a waiver of the following Zoning Code Requirements shall be, and are hereby granted for Lot 3, all in accordance with and pursuant to Section 9-104 of the Zoning Code and the home rule powers of the Village of Northbrook:

A. Waiver for the parking garage ramps not to exceed 8% slope to allow a 15% slope.

B. Waiver of the Foundation Landscape distance requirement to less than 50%.

SECTION 8. EXCEPTIONS.

Subject to, and contingent upon, the conditions, restrictions, and provisions set forth in Section 9 of this Ordinance, the following exceptions shall be, and are hereby granted for Lot 3, all in

accordance with and pursuant to Section 11-505 of the Zoning Code and the home rule powers of the Village of Northbrook:

A. The Tandem Parking Exception.

B. Exception to reduce parking stall dimensions from 9 feet by 20 inches to 9 feet by 18 inches for customer parking and to 8 feet-6 inches by 18 feet for car storage spaces.

SECTION 9. CONDITIONS.

The Requested Relief granted by this Ordinance shall be, and is hereby, expressly subject to and contingent upon the development, use, and maintenance of the Tesla SSD on Lot 3 in strict compliance with the following conditions by the Applicant and the Operator:

A. Operation of Motor Vehicle Dealer. The Special Permit granted by Section 4 of this Ordinance is specifically conditioned upon the motor vehicle dealer on Lot 3 being operated by Tesla, Inc. or its affiliate which means an entity that controls, is controlled by, or is under common control with Tesla, Inc. (including without limitation a subsidiary, a parent or a subsidiary of a parent of Tesla, Inc.), or a successor to Tesla, Inc. by merger, consolidation or acquisition of all or substantially all of the assets or stock of Tesla, Inc. or all or substantially all of Tesla's real estate holdings, or a concessionaire, franchisee or licensee for the operation of any portion of the business to be conducted on Lot 3, and branded as a sales, service, and delivery center for Tesla or other high-end or luxury electric motor vehicles ("***Affiliate***"). Any change in the operations of the Tesla SSD resulting in the permanent discontinuation of Tesla or its Affiliate's automobiles being offered for sale on premises shall be considered a violation of this Ordinance.

B. Compliance with Plans.

1. Site Plan, prepared by Studio 222 Architects, consisting of two pages, dated December 6, 2022 attached as ***Exhibit B***.
2. Landscape Plan, prepared by Manhard Consulting, consisting of four pages, dated December 8, 2022 attached as ***Exhibit C***.
3. Elevations, prepared by Studio 222 Architects, consisting of two pages, dated November 15, 2022 attached as ***Exhibit D***.
4. Site Development & Preliminary Utility Plans, prepared by Manhard Consulting, consisting of two pages, dated October 19, 2022 attached as ***Exhibit E***.
5. Sign Plans, prepared by Tesla, consisting of six pages, received on January 10, 2023, attached as ***Exhibit F***.

C. Loading Zone. All loading and unloading of vehicles may only occur on Lot 3 and will not be permitted within the Skokie Boulevard right-of-way.

D. Climate Action Plan. Applicant proposes to satisfy the Climate Action Plan implementation considerations and recommendations applicable to the Tesla SSD as follows:

1. Applicant or Operator will work with the Village of Northbrook, prior to the Tesla SSD opening, to explore community outreach initiatives that would advance education and improvements related to electric vehicles.

2. Applicant will utilize glass or glass patterning that deters bird strikes and an intention to install LED site lighting with shielding to meet the Village's site lighting ordinance. However, because lighting is to match existing site fixtures within the Planned Development (LifeTime Fitness), color temperatures of 3000 K or lower may not be included.

3. Applicant or Operator will strive to minimize the use of fossil fuel combustion within the Tesla SSD.

4. Applicant will explore energy efficiency options through the ComEd Energy Efficiency program which will guide design choices related to the building envelopment and mechanical systems. The Applicant or Operator will strive for 100% LED interior and exterior lighting.

5. Applicant intends to prioritize sustainable and domestic materials. Zero-VOC paints will be utilized. Warm mix asphalt will be utilized assuming it is seasonally available.

6. For the permeable pavers proposed in a portion of the parking lot, a sign denoting the bioswale and permeable pavers will be installed by the Applicant.

7. Applicant or Operator intend to utilize an irrigation controller that tracks precipitation and weather conditions to avoid overwatering and excessive runoff.

8. Applicant or Operator will prioritize the selection of native plants and climate-hardy trees, shrubs, and perennials for all new plantings. Applicant or Operator will enter a landscape management service contract that aligns with the stated goals above.

SECTION 10. FAILURE TO COMPLY WITH CONDITIONS.

Upon failure or refusal of the Applicant or Operator of the Tesla SSD to comply with any or all of the conditions, restrictions or provisions of this Ordinance, the Requested Relief, shall, at the sole discretion of the Board of Trustees, by ordinance duly adopted, be revoked and become null and void; provided, however, that the Board of Trustees may not so revoke the special permit approval until it shall first provide the Applicant and Operator with two months advance written notice of the reasons for revocation, an opportunity to be heard at a regular meeting of the Board of Trustees, and provided further that the Applicant or Operator shall have 30 days after written notice of the reasons for revocation to cure the non-compliance or commence and diligently pursue appropriate measures to remedy the non-compliance if such non-compliance cannot be cured within said 30 days. In the event of revocation, the development and use of Lot 3 shall be governed solely by the regulations of the O-4 Boulevard Office District, as may, from time to time, be amended. Further, in the event of such revocation of the relief granted herein, 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, have considered the possibility of the revocation provided for in this Section, and agree 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 and Operator required by this Section has been given.

SECTION 11. AMENDMENT TO APPROVALS.

Any amendment to any provision of 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 Zoning Code for amendment of such relief.

SECTION 12. BINDING EFFECT; 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 and the Operator, 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 such person or entity ("***Transferee***") executes and files with the Village Clerk an unconditional agreement and consent, in the form as attached hereto as ***Exhibit G***, 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.

SECTION 13. EFFECTIVE DATE.

A. This Ordinance shall be in full force and effect only upon the occurrence of all of the following events:

1. Passage by the Board of Trustees of the Village of Northbrook by a majority vote in the manner required by law; and

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

3. Filing by the Applicant 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. Such unconditional agreement and consent shall be in the form attached to and, by this reference, incorporated into this Ordinance as ***Exhibit G***, and shall be executed by the Applicant;

4. 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; and

5. The passage, approval, and publication of the following ordinances and/or resolutions granting zoning approvals relating to the Subject Property:

   a. An Ordinance Further Amending and Restating Ordinance 2016-62 Granting Final Plan Approval, Special Permits, Yard and Setback Variations, Waivers, and Exceptions (1000-1200 Skokie Boulevard);
   b. A Resolution Approving a First Amendment to the Subdivision and Development Agreement for 1000 Skokie Mixed-Use Development (1000-1200 Skokie Boulevard) (Docket No. PCD-23-01); and
   c. An Ordinance Amending Part V of Article XI of the Northbrook Zoning Code (1988), as Amended, Regarding Authorized Exceptions (1000-1200 Skokie Blvd.) (Plan Commission Docket No. PCD-23-01).

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 13.A.iii above within 90 days after the date of passage of this Ordinance by the Board of Trustees, the Board of Trustees shall have the right, in their sole discretion, to declare this Ordinance null and void and of no force or effect.

Scheduled: 3/14/2023

ATTEST:

Village President

Village Clerk

EXHIBIT A-1

LEGAL DESCRIPTION OF SUBJECT PROPERTY

LOTS 1 THROUGH 3 IN THE FINAL PLAT OF LIFETIME SUBDIVISION, BEING A SUBDIVISION OF THAT PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER AND THAT PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PIN: 04-12-113-002, 04-12-312-001, and 04-12-312-002

Commonly known as: 1000-1200 Skokie Boulevard, Northbrook, IL

Attachment: Exhibit A (6569 : An Ordinance Granting Special Permits for a Motor Vehicle Dealer with Open Sales Lot and Wall Signs,)

EXHIBIT A-2

LEGAL DESCRIPTION OF LOT 3

LOT 3 IN THE FINAL PLAT OF LIFE TIME SUBDIVISION, BEING A SUBDIVISION OF THAT PART OF THE SOUTHEAST 1/4 AND THAT PART OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 12, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 1635422069.

Commonly known as 1200 Skokie Boulevard, Northbrook, Illinois

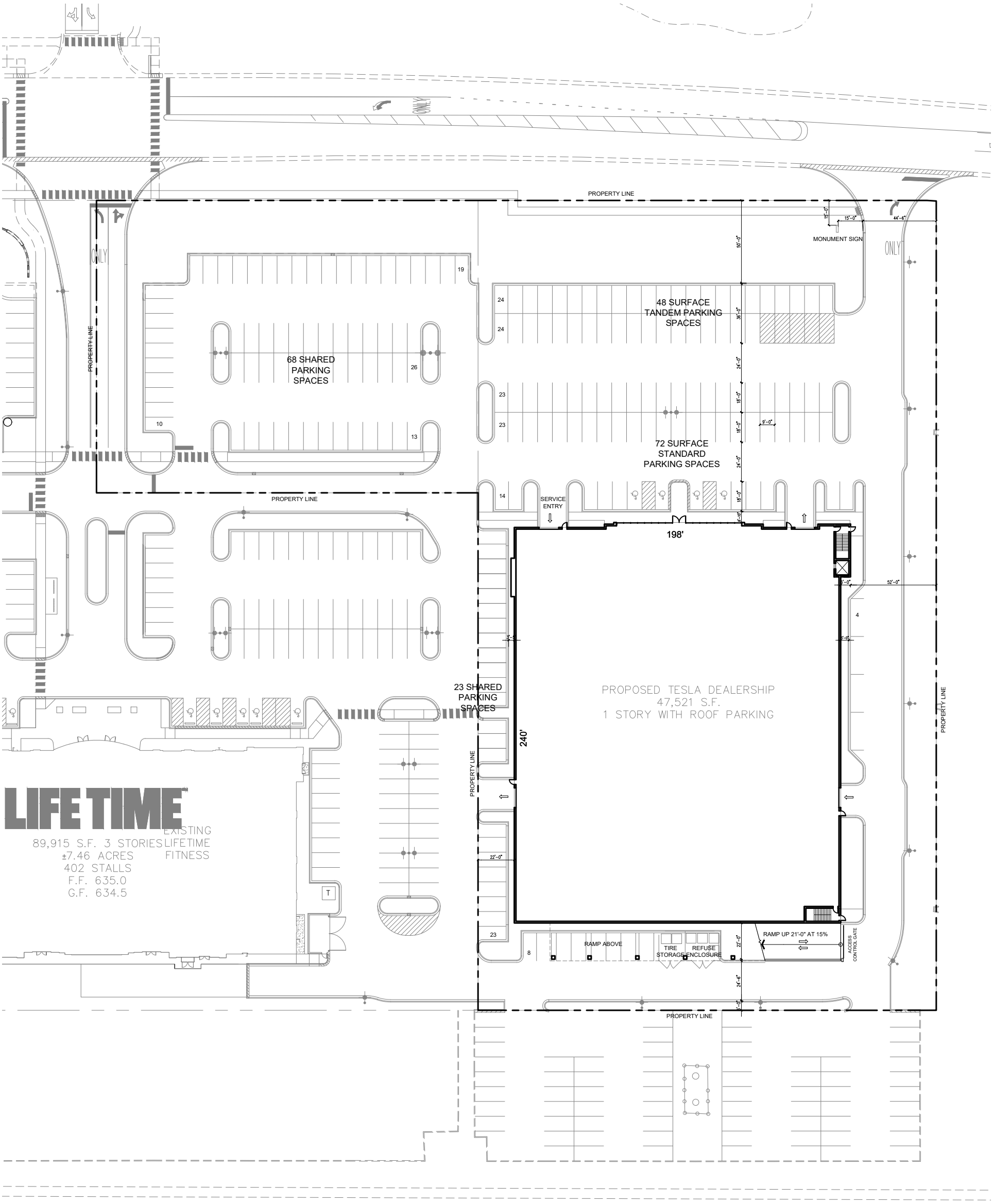
PIN: 04-12-312-002-0000

Attachment: Exhibit A (6569 : An Ordinance Granting Special Permits for a Motor Vehicle Dealer with Open Sales Lot and Wall Signs,)

EXHIBIT B

SITE PLAN

Attachment: Exhibit B - Site Plan (6569 : An Ordinance Granting Special Permits for a Motor Vehicle Dealer with Open Sales Lot and Wall



1 / 1.0 SITE PLAN

SCALE: 1" = 60'-0"

N

SCHEDULE OF EXISTING PARKING

Existing Shared Spaces on Dealership Lot	82
Total	**82**

PARKING SUMMARY

Parking	Required	Provided
1 stall per 250sf of net floor area	94	
2 per service bay+1 per employee	84	
Total	**178**	**188***

Typ. Parking Stall	9' x 18' (NOTE ADJACENT SITE IS 9'x18')
Accessible Stall	9' x 18' w/ 8' x 18' Access Aisle
Roof Storage Stall	8'-6" x 18'

Drive Aisle	24' (2-way) and 24' (1-way) for 90 deg. parking 16' (1-way)
Loading Space	Not Required (1 for the first 150,000sf of GFA and plus 1 for every additional 200,000sf)

*Excludes shared and tandem parking spaces

SCHEDULE OF PROPOSED PARKING

Proposed Shared Spaces on Dealership Lot	91
Surface Standard Stalls	72
Surface Tandem Stalls	48
Roof Standard Stalls	116
Roof Tandem Stalls	46
Total	**373**

FORT UNION FOCUS

STUDIO 222 ARCHITECTS

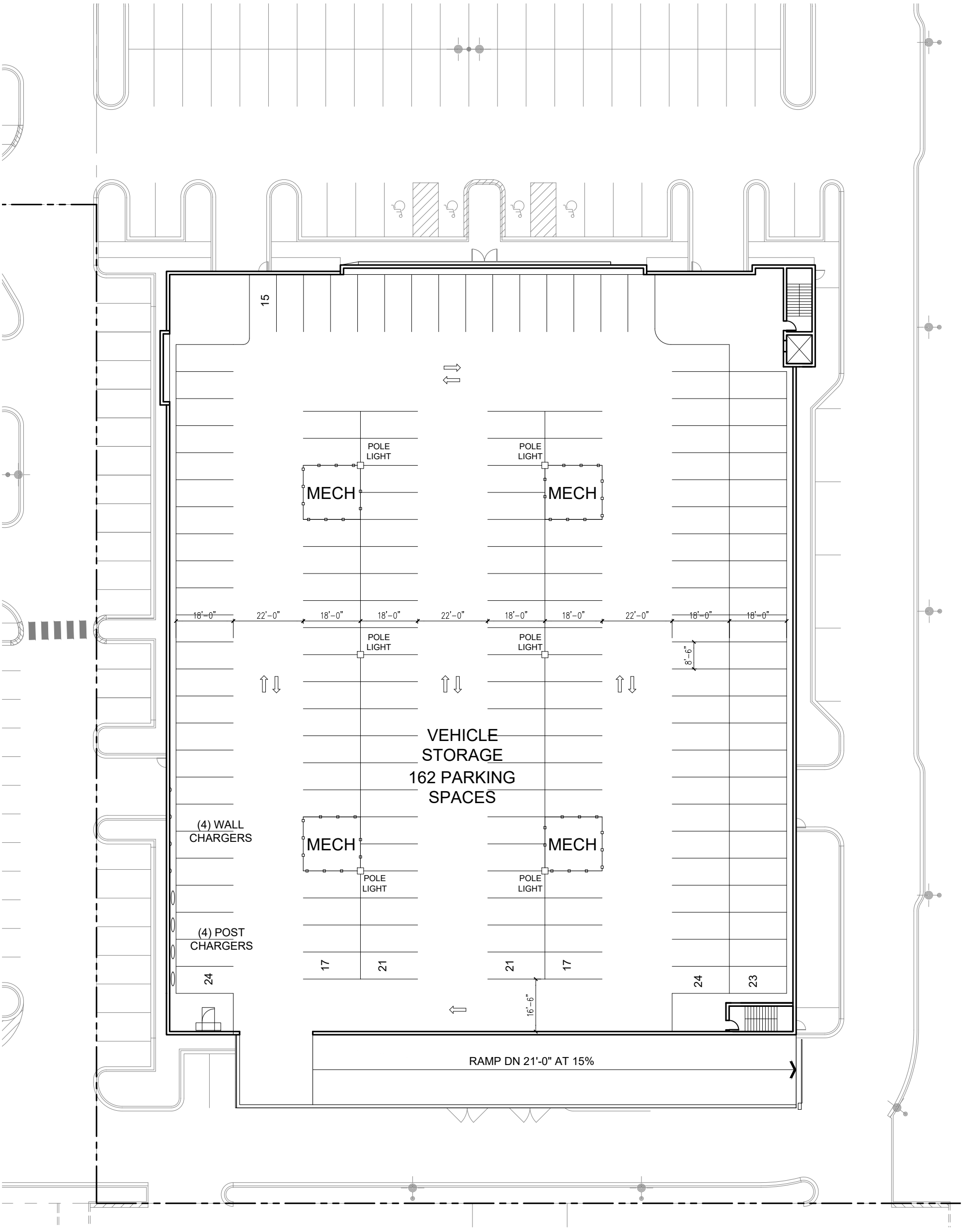
NEW CAR DEALERSHIP
NORTHBROOK, ILLINOIS

1.0

PROJECT NUMBER: 17061

12/

Attachment: Exhibit B - Site Plan (6569 : An Ordinance Granting Special Permits for a Motor Vehicle Dealer with Open Sales Lot and Wall Signs,)



1 / 1.1 ROOF PARKING PLAN

SCALE: 1" = 30'-0"

N

SCHEDULE OF EXISTING PARKING

Existing Shared Spaces on Dealership Lot	82
Total	**82**

PARKING SUMMARY

Parking	Required	Provided
1 stall per 250sf of net floor area	94	
2 per service bay+1 per employee	84	
Total	**178**	**188***

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FORT UNION FOCUS

STUDIO 222 ARCHITECTS

NEW CAR DEALERSHIP
NORTHBROOK, ILLINOIS

1.1

PROJECT NUMBER: 17061

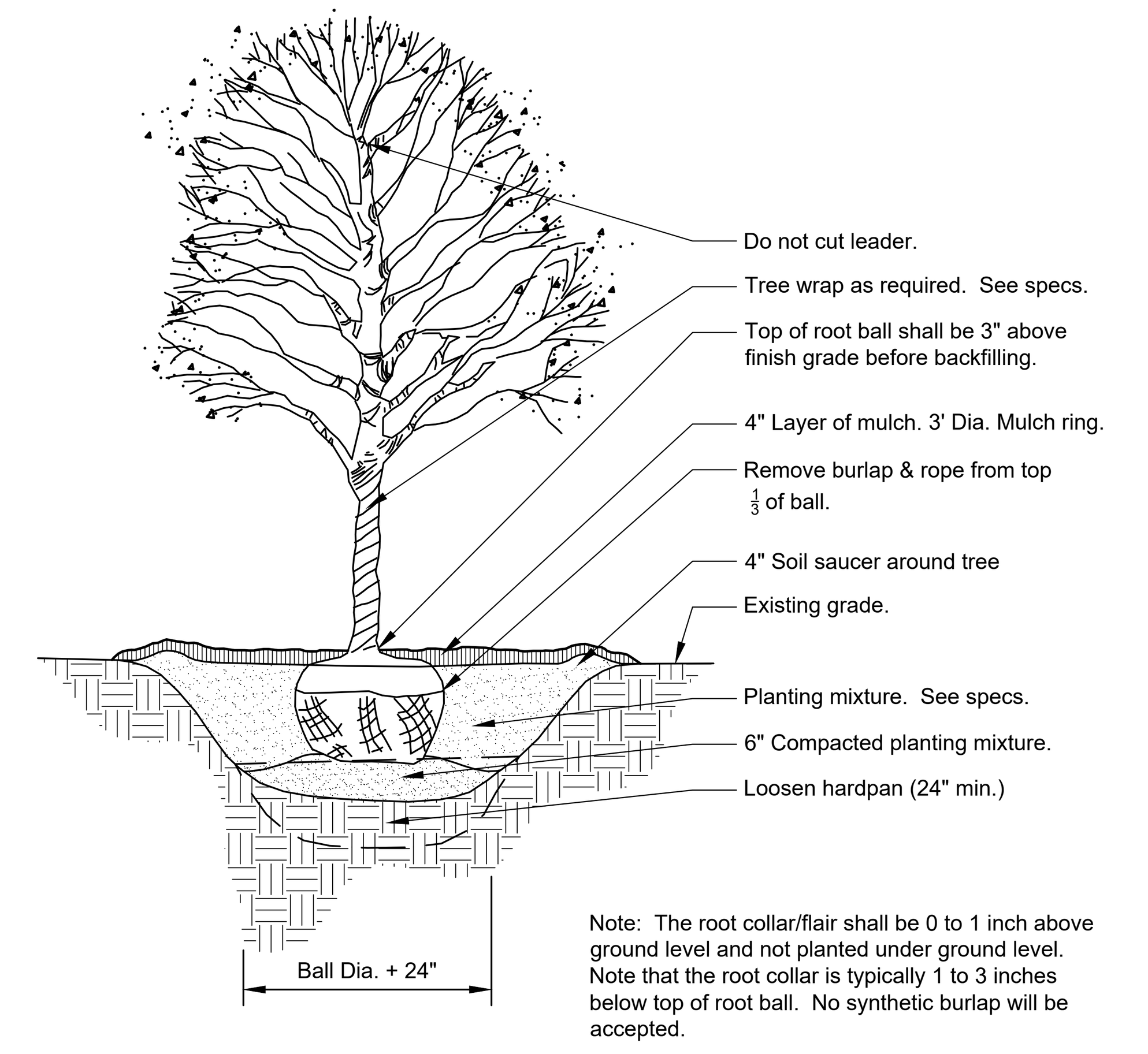
12/

Attachment: Exhibit B - Site Plan (6569 : An Ordinance Granting Special Permits for a Motor Vehicle Dealer with Open Sales Lot and Wall Signs,)

EXHIBIT C

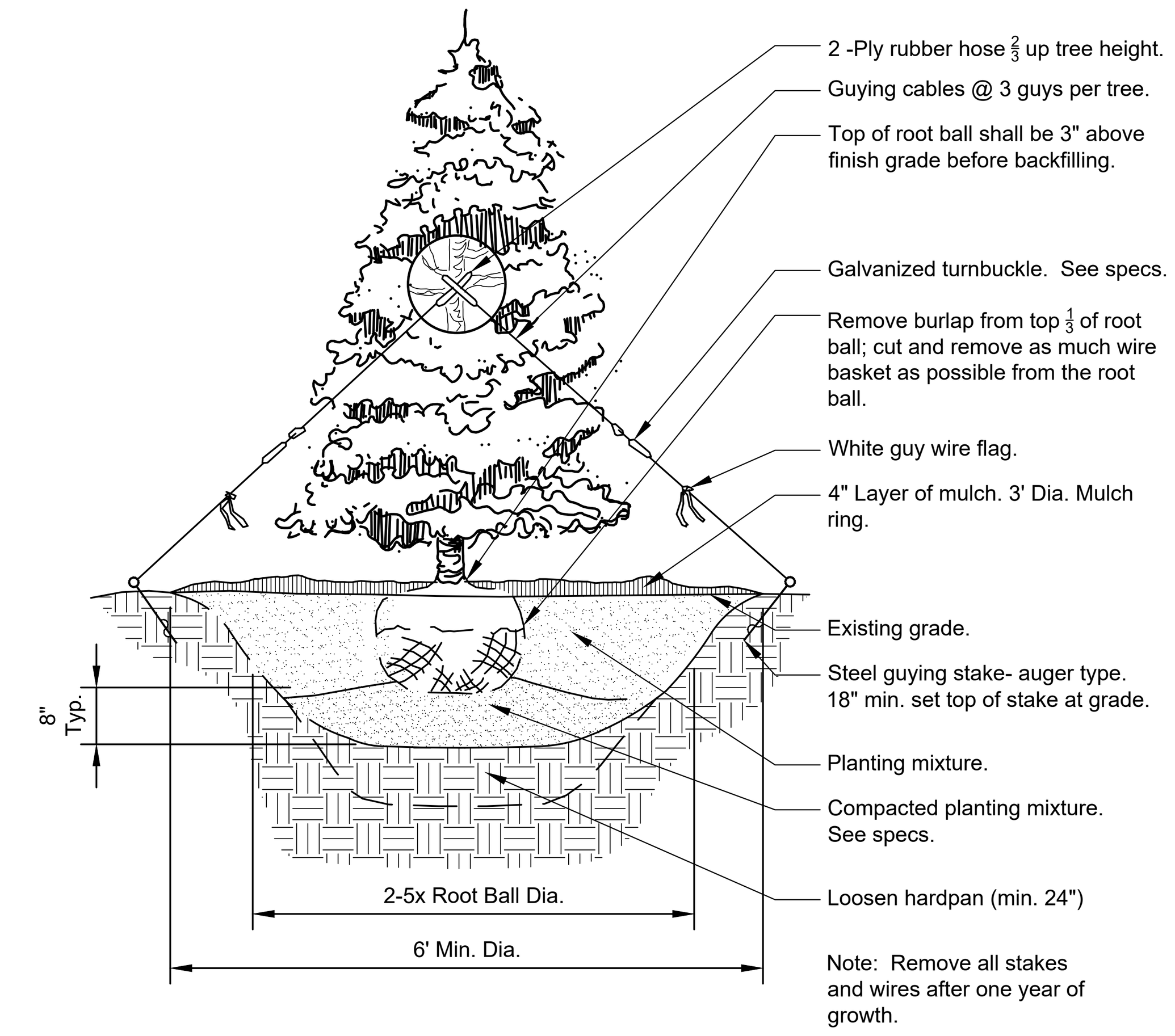
LANDSCAPE PLAN

Attachment: Exhibit C - Landscape Plan (6569 : An Ordinance Granting Special Permits for a Motor Vehicle Dealer with Open Sales Lot and Wall



1 DECIDUOUS TREE PLANTING

1/4" = 1'-0" 32 9343.33-20

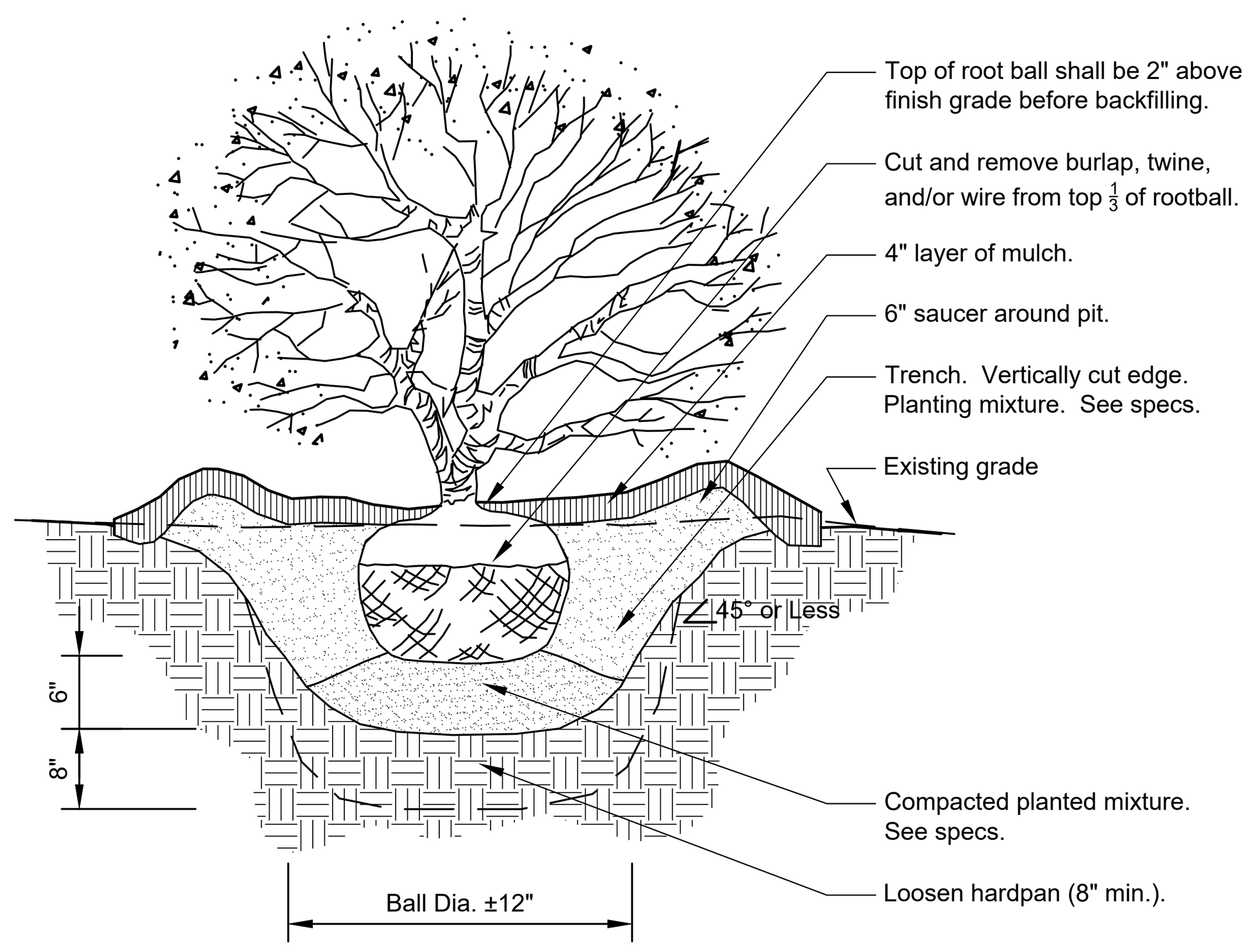


2 CONIFER TREE PLANTING

1/4" = 1'-0" 32 9343.46-01

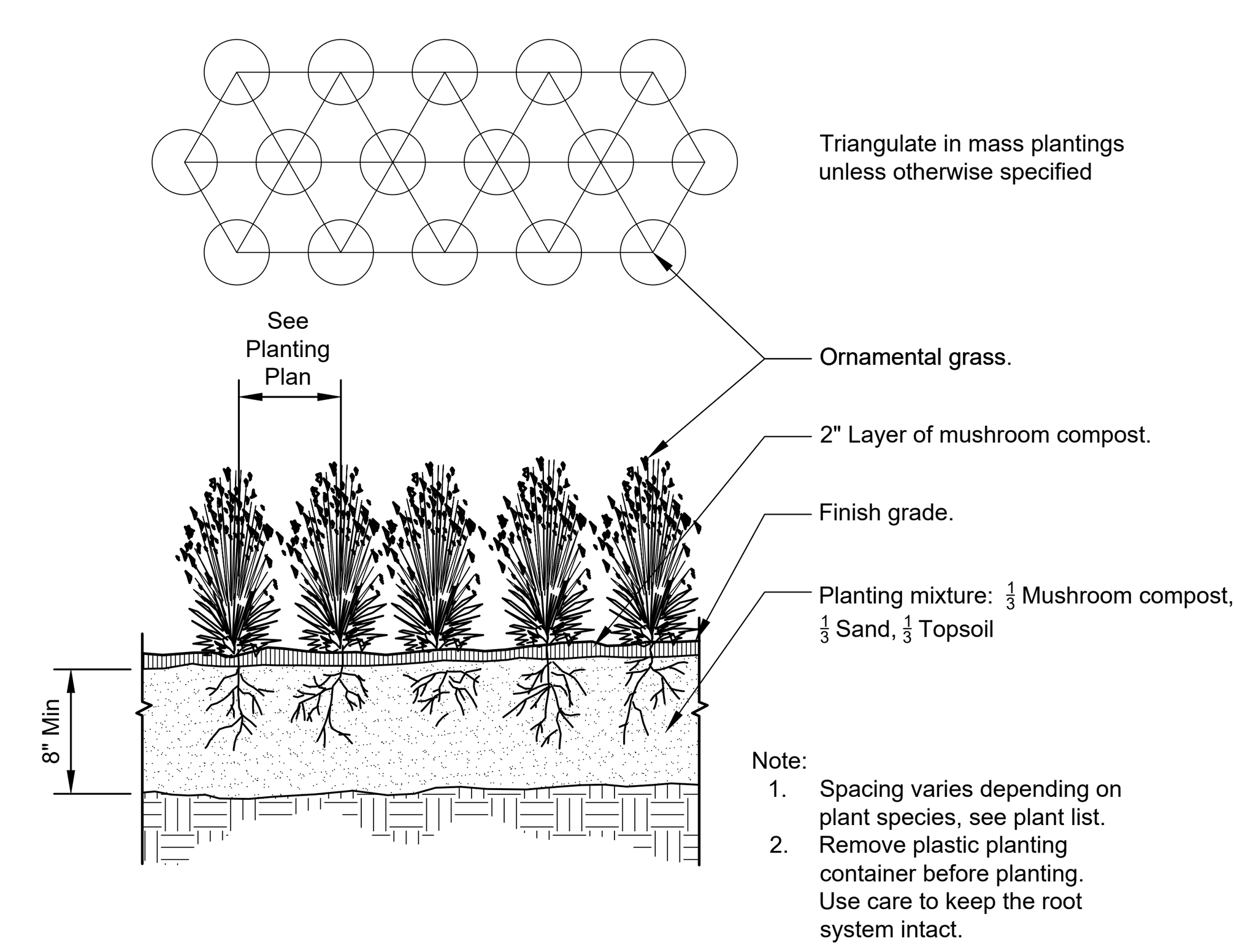
PLANT SCHEDULE

DECIDUOUS TREES	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER		REMARKS
ACE MTN	1	Acer miyabei 'Morton'	State Street™ Miyabe Maple	3" Cal.	B&B		Mature size 40' tall x 30' wide Mature canopy 706 sf
NYS SYL	5	Nyssa sylvatica	Tupelo	3" Cal.	B&B		Mature size 30' tall x 20' wide Mature canopy 314 sf
QUE EXM	4	Quercus x 'Crimschmidt'	Crimson Spire™ Oak	3" Cal.	B&B		Mature size 40' tall x 15' wide Mature canopy 176 sf
SYR SUM	5	Syringa pekinensis	Peking Lilac	3" Cal.	B&B		Mature size 20' tall x 15' wide Mature canopy 176 sf
SYR RET	6	Syringa reticulata	Japanese Tree Lilac	3" Cal.	B&B		Mature size 20' tall x 15' wide Mature canopy 176 sf
TIL MCL	3	Tilia americana 'McKSentry'	American Sentry® Linden	3" Cal.	B&B		Mature size 45' tall x 25' wide Mature canopy 490 sf
ULM PLM	5	Ulmus x 'New Horizon'	New Horizon Elm	3" Cal.	B&B		Mature size 35' tall x 20' wide Mature canopy 314 sf
DECIDUOUS SHRUBS	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER		REMARKS
HYD L75	72	Hydrangea paniculata 'SMHPLQF'	Little Quick Fire® Panicle Hydrangea	3 gal.	Pot		
ORNAMENTAL GRASSES	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER		REMARKS
PEN BU3	384	Pennisetum alopecuroides 'Burgundy Bunny'	Burgundy Bunny Dwarf Fountain Grass	1 gal.	Pot		
SES AUT	990	Sesleria autumnalis	Autumn Moor Grass	1 gal.	Pot		



3 SHRUB PLANTING DETAIL

3/4" = 1'-0" 32 9333.16-05



4 ORNAMENTAL GRASS PLANTING

1" = 1'-0" 32 9313-01

SOIL REQUIREMENTS FOR TREES BASED ON THEIR SIZE AT MATURITY			
Tree Size at Maturity	Total Soil Area*	Distance From Paved Surface	See Northbrook Soil Specification
Small: Height Shorter than 30 ft.	10ft.x10ft. Or 300 cubic feet	2ft.	Structural soil may be CU-Structural soil or Stalite (sandy soils). Traditional crushed limestone is not permitted for use in parking lot islands that have trees planted.
Medium: Height or spread less than 50 ft.	20ft.x20ft. Or 1,200 cubic feet	6ft.	
Large: Height or spread greater than 50 ft.	30ft.x30ft. Or 2,700 cubic feet	10ft.	
For 450 square foot canopy=900 cubic feet of stalite or structural soil mix	*Measures when soil depth is 3ft. Or greater. Soil less than 3ft. require smaller trees.		

Village of Northbrook Required Landscaping

PARKING LOT INTERIOR LANDSCAPING

1 tree per 8 parking spaces

156 spaces/ 8 spaces = (19.5) = 20 trees

50% of trees shall be located within interior islands = 10 trees
The remaining 50% to be located within 5 feet of outside perimeter of paved area - 10 trees, some existing

On Plan: 10 trees in interior islands and 10 trees located within outside perimeter of paved areas.

FOUNDATION PLANTING

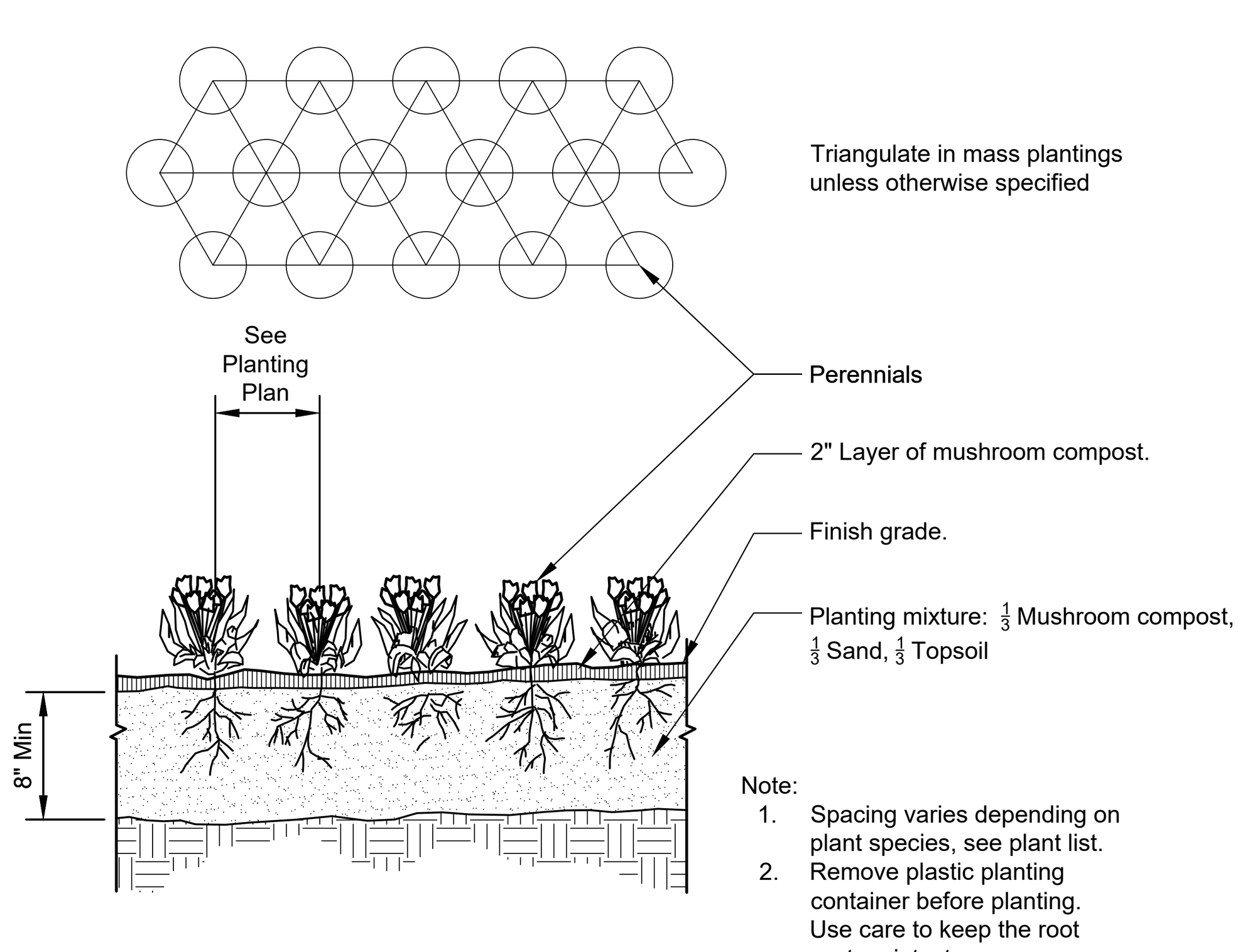
5' wide foundation planting area required around 50% of the building perimeter. 902 lf of building perimeter = 451 lf of foundation plantings required. 258 lf of foundation plantings provided in 5' beds. An additional 198 lf of foundation landscape provided in 3' beds, due to site constraints. **456 lf foundation plantings provided.**

BUFFER/SCREENING

Parking lots to be screened to not less than 4-6' tall. Mechanical equipment and trash enclosures to be screened.
Site geometry requires tree removals along north side of parking area. These trees are not necessary to meet the buffer/screening requirement, which is already met. Buffer/Screening is existing.

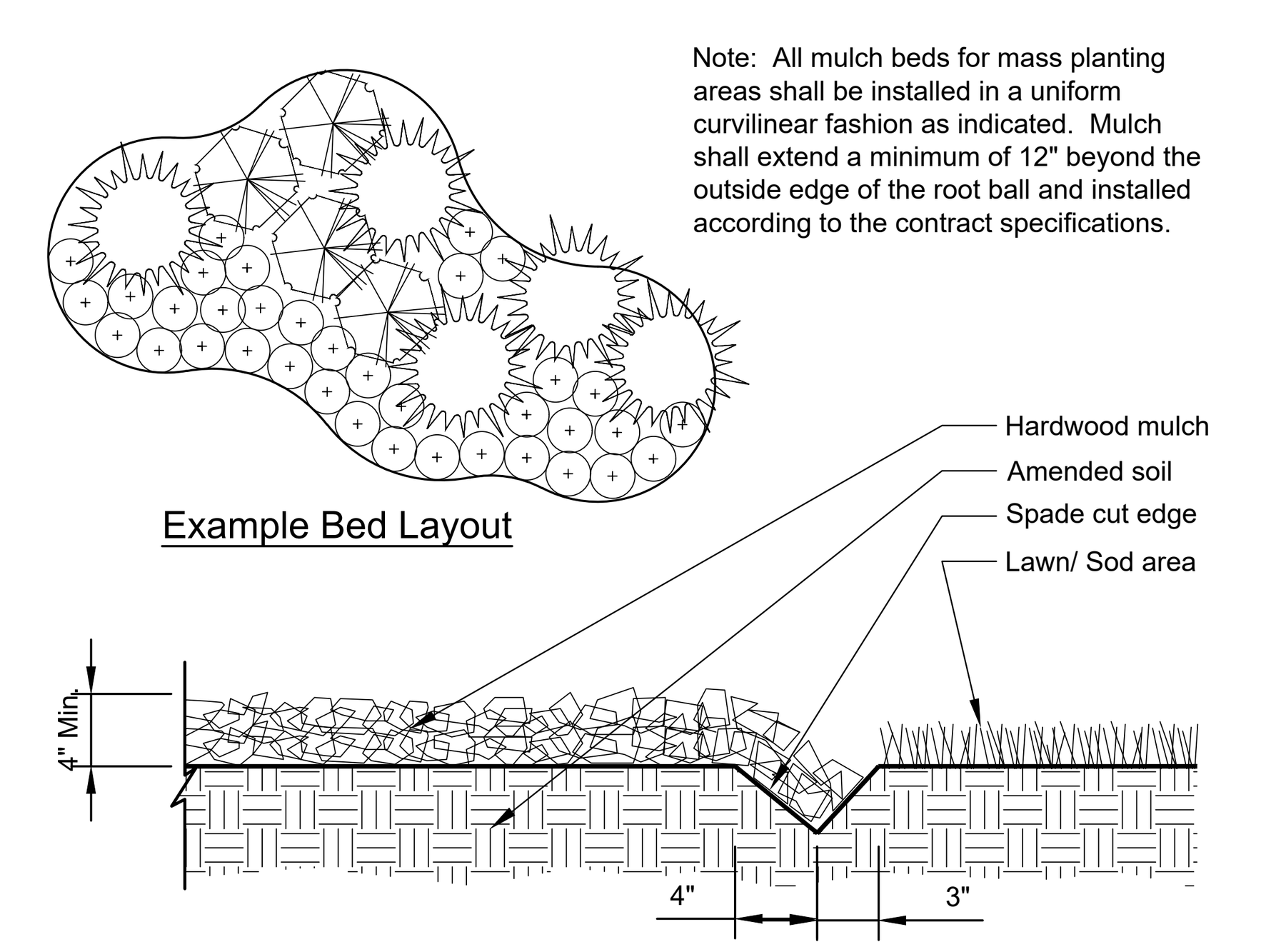
PARKWAY TREES

All parkway trees are existing.



5 PERENNIAL / ANNUAL PLANTING

1" = 1'-0" 32 9313-02



6 CONTINUOUS MULCH EDGING

1" = 1'-0" 32 9113.26-01

Call Before You Dig
JULIE ILLINOIS ONE-CALL SYSTEM
Simply Call 811



SEAL Date: XX/XX/XX

Jennifer Hendricks, ASLA, PLA
Illinois Registered Landscape Architect # 157-001253
Expires 08/31/2023

Landscape Notes:

1. Seed/ Sod limit line is approximate. Seed/ Sod to limits of grading and disturbance. Contractor responsible for restoration of any unauthorized disruption outside of designated construction area.
2. Contractor responsible for erosion control in all seeded/ sodded areas. Tree mulch rings in turf areas are 5' diameter. Contractor shall provide a mulch ring around all existing trees within the limits of work. Remove all existing grass from area to be mulched and provide a typical spade cut edge. Landscape Fabric shall not be installed under mulch. Root flares shall be at or above grade, per specifications, and all rope/cord shall be removed from the base of tree trunks.
3. Bedlines are to be spade cut to a minimum depth of 3". Curved bedlines are to be smooth and not segmented.
4. All planting, beds shall receive top dressing of mulch. Landscape fabric shall not be installed under mulch.
5. Do not locate plants within 10' of utility structures or within 5' horizontally of underground utility lines unless otherwise shown on plans. Consult with Landscape Architect if these conditions exist.
6. For Lump Sum Contracts, plants and other materials are quantified and summarized for the convenience of the Owner and jurisdictional agencies only. Confirm and install sufficient quantities to complete the work as drawn and specified. No additional payments will be made for materials required to complete the work as drawn and specified.
7. For Unit Price Contracts, payments will be made based on actual quantities installed as measured in place by the Owner's Representative.
8. It is the responsibility of the contractor to locate and provide plant material as specified on this plan. The contractor may submit a request to provide substitutions for the specified plant material under the following conditions:
   a. Any substitutions proposed shall be submitted to the project owner's representative within two weeks of the award of contract. Substitutions must meet equivalent design and functional goals of the original materials as determined by the owner's representative. Any changes must have the approval of the owner's representative,
   b. The request will be accompanied by at least three notices from plant material suppliers that the plant material specified is not available and will not be available prior to construction.
10. Verify site conditions and information on drawings. Promptly report any concealed conditions, mistakes, discrepancies or deviations from the information shown in the Contract Documents. The Owner is not responsible for unauthorized changes or extra work required to correct unreported discrepancies. Commencement of work shall constitute acceptance of conditions and responsibility for corrections
11. A minimum of two working days before performing any digging, call underground service alert for information on the location of natural gas lines, electric cables, telephone cables, etc. The contractor shall be responsible for location and protection of all utilities, and repair of any damage resulting from his work at no additional cost to the owner.
12. Contractor shall promptly repair all damages to existing site at no cost to owner.
13. Refer to landscape specifications for additional conditions, standards, and notes.

DRAWN BY | REVISIONS | DATE

Manhard CONSULTING
One Overlook Point, Suite 290, Lincolnshire, IL 60069 ph:847.634.5550 fx:847.634.0095 manhard.com
Civil Engineers • Surveyors • Water Resource Engineers • Water & Wastewater Engineers
Construction Managers • Environmental Scientists • Landscape Architects • Planners

PROPOSED TESLA CAR DEALERSHIP
VILLAGE OF NORTHBROOK, ILLINOIS
LANDSCAPE COVER SHEET

PROJ. MGR.: TEC
PROJ. ASSOC.:
DRAWN BY: JSH
DATE: 12/08/2022
SCALE: 1"=30'

SHEET L1 OF L4
FCINBIL01

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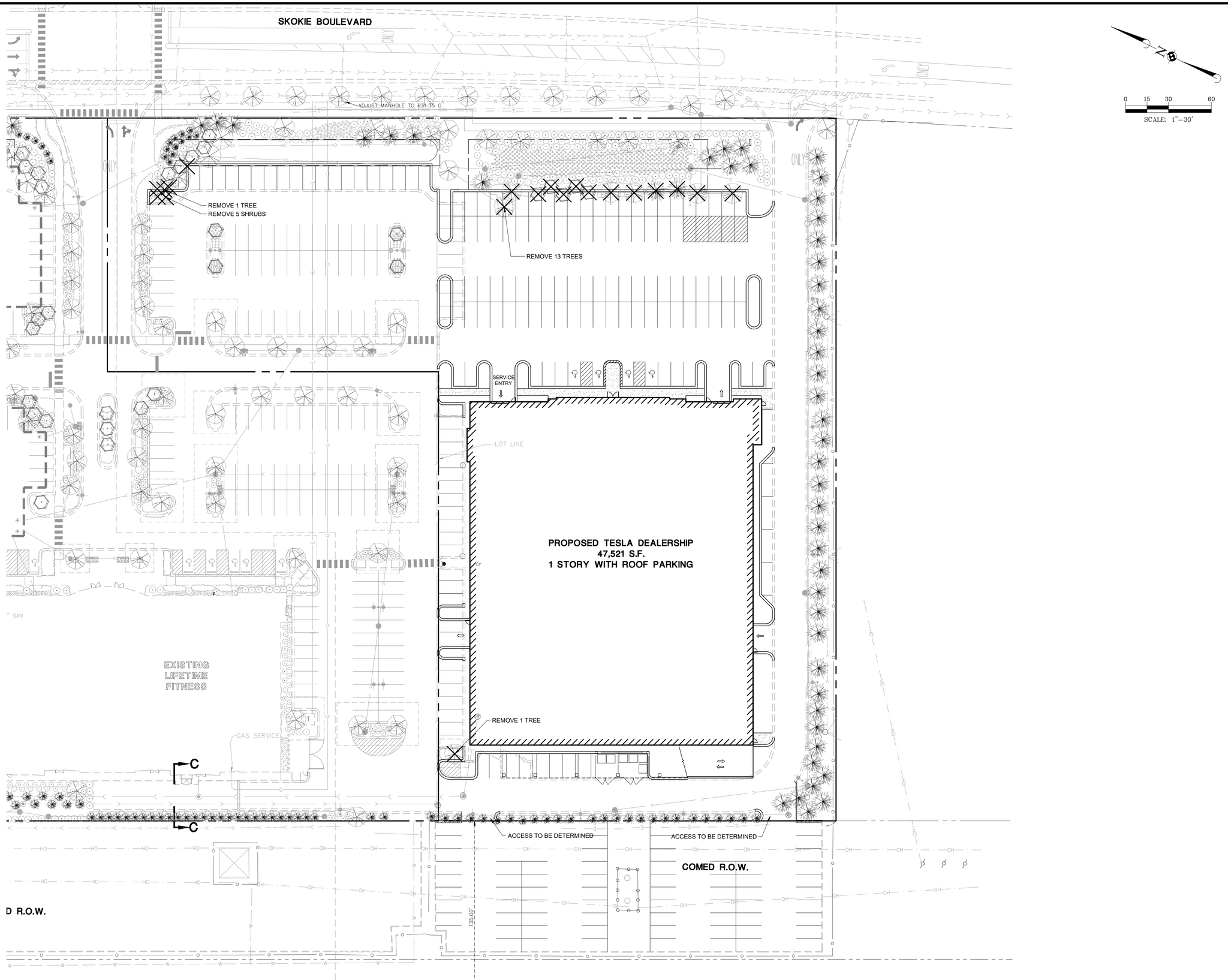
December 9, 2022 – 12:25 Dwg Name: P:\Fcinbil01\dwg\Landplan\02-Final\01-Landscape-Plan.dwg Updated By: JHendricks



DATE	REVISIONS	DRAWN BY

Manhard CONSULTING

One Overlook Point, Suite 290, Lincolnshire, IL 60069 ph:847.634.5550 fx:847.634.0095 manhard.com
Civil Engineers • Surveyors • Water Resource Engineers • Water & Wastewater Engineers
Construction Managers • Environmental Scientists • Landscape Architects • Planners

PROPOSED TESLA CAR DEALERSHIP
VILLAGE OF NORTHBROOK, ILLINOIS
LANDSCAPE DEMO PLAN

PROJ. MGR.: TEC
PROJ. ASSOC.:
DRAWN BY: JSH
DATE: 12/08/2022
SCALE: 1"=30'

SHEET
L2 OF L4
FCINBIL01

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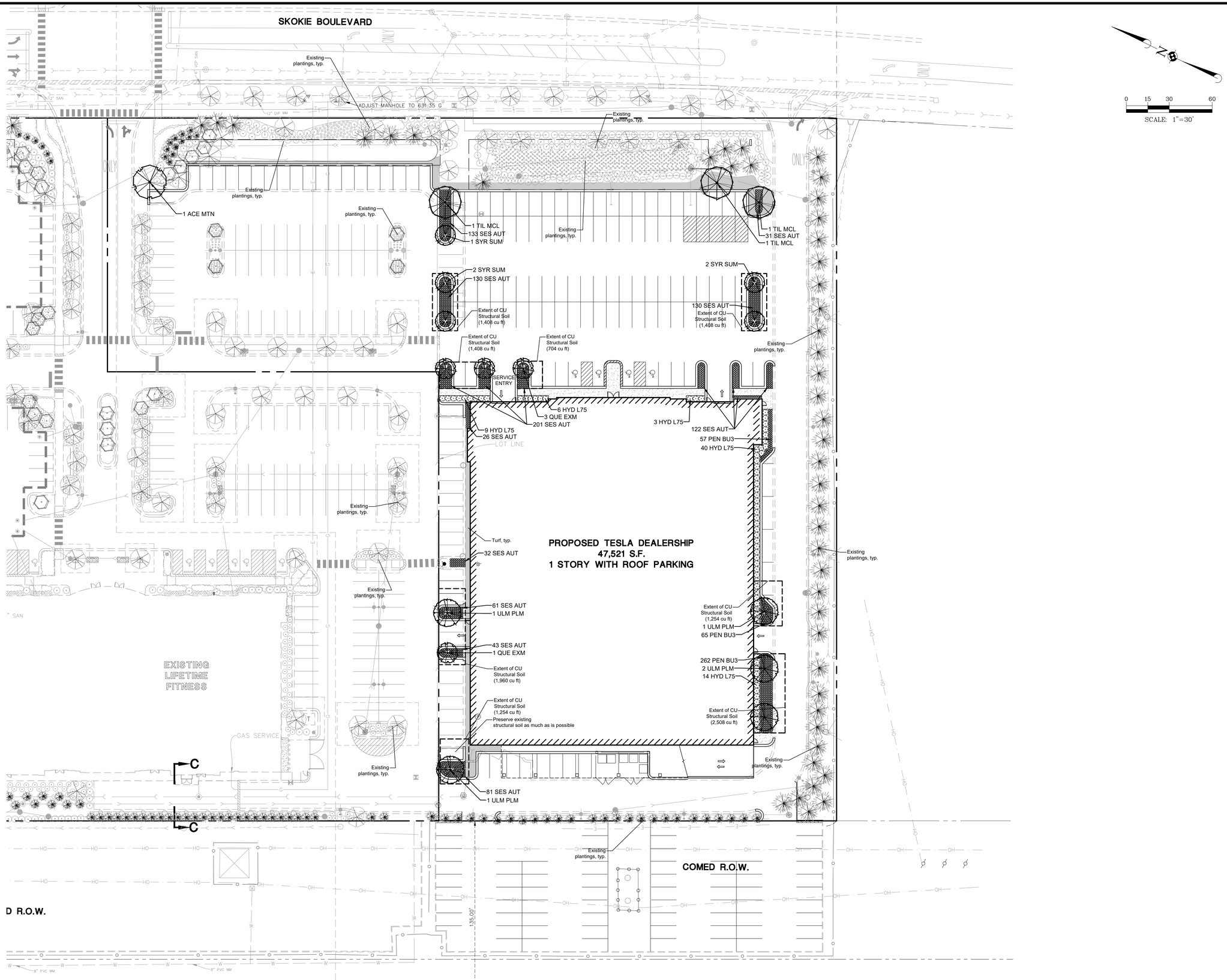
Attachment: Exhibit C - Landscape Plan (6569 : An Ordinance Granting Special Permits for a Motor Vehicle Dealer with Open Sales Lot and Wall Signs.)

December 9, 2022 - 12:25 Dwg Name: P:\FCinbil01\dwg\Landplan\02-Final\01-Landscape-Plan.dwg Updated By: JHendricks



DATE	REVISIONS	DRAWN BY

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One Overlook Point, Suite 290, Lincolnshire, IL 60069 ph:847.634.5550 fx:847.634.0095 manhard.com
Civil Engineers • Surveyors • Water Resource Engineers • Water & Wastewater Engineers
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PROPOSED TESLA CAR DEALERSHIP
VILLAGE OF NORTHBROOK, ILLINOIS
LANDSCAPE PLAN

PROJ. MGR.: TEC
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SHEET
L3 OF L4
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Attachment: Exhibit C - Landscape Plan (6569 : An Ordinance Granting Special Permits for a Motor Vehicle Dealer with Open Sales Lot and Wall Signs.)

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GENERAL PLANTING SPECIFICATIONS:

PART 1 - GENERAL

1-01 DESCRIPTION:

A. Provide trees, shrubs, perennials and groundcovers as shown and specified. This work includes:
   1. Spreading of topsoil or soil preparation
   2. Trees, shrubs, perennials and groundcovers
   3. Planting mixes
   4. Mulch and planting accessories
   5. Fertilizer and herbicide
   6. Maintenance
   7. Warranty of plant material

B. The Contractor shall verify all existing conditions and dimensions in the field prior to bidding and report any discrepancies to the Owner or his/her representative.

1-02 QUALITY ASSURANCE:

A. Comply with site work requirements

B. Plant names indicated must comply with 'Standardized Plant Names' as adopted by the latest edition of the American Joint Committee of Horticultural Nomenclature. Names of varieties which are not listed should conform with those generally accepted by the nursery trade. Stock should be legibly tagged.

C. All plant materials shall conform to the 'American Standards for Nursery Stock' (ASNS), latest edition, published by the American Association of Nurserymen, Washington, D.C.

D. All plant material shall be grown and supplied within a 50 mile radius of the project for a minimum of two full growing seasons.

E. Adhere to sizing requirements as listed in the plant list and/or bid form for the project. A plant shall be measured in its natural standing position.

F. Stock that is furnished shall be at least the minimum size shown. With permission of the landscape architect, substitution from the specified plant list will be accepted only when satisfactory evidence in writing is submitted to the landscape architect, showing that the plant specified is not available. Requests for approval of substitute plant material shall include common and botanical names and size of substitute material. Only those substitutions of at least equivalent size and character to that of the specified material will be approved. Stock which is larger than that which is specified is acceptable with permission of the landscape architect, providing there is no additional cost and that the larger plant material will not be cut down in order to conform to the size indicated.

G. All shrubs shall be dense in form. Shrub liners do not meet these specifications. Shrubs specified by height shall have a spread that is equal to the height measurement. Shrubs which are specified by spread shall exhibit the natural growth habit of the plant by having a greater spread than height.

H. All plant materials are subject to inspection and approval. The landscape architect and Owner reserve the right to select and tag all plant material at the nursery prior to planting. The landscape architect and Owner reserve the right to inspect plant material for size and condition of root systems, the presence of insects and diseases, injuries and latent defects (due to Contractor negligence or otherwise), and to reject unacceptable plant material at any time during progress of the project.

I. Container grown deciduous and/or evergreen shrubs will be acceptable in lieu of balled and burlapped shrubs subject to specified limitations for container grown stock. Size of container grown material must conform to size/height requirements of plant list.

1-03 DELIVERY, STORAGE & HANDLING:

A. Fertilizer shall be delivered in original, unopened and undamaged packaging. Containers shall display weight, analysis and manufacturer's name. Store fertilizer in a manner that will prevent wetting and deterioration.

B. Take all precautions customary concerning proper trade practice in preparing plants for transport. Plants shall be dug, packed and transported with care to ensure protection against injury. Inspection certificates required by law shall accompany each shipment invoice or order to stock and on arrival, the certificate shall be filed with the landscape architect . All plants must be protected from drying out. If plant material cannot be planted immediately upon delivery, said material should be properly protected in a manner that is acceptable to the landscape architect . Heeled-in plants must be watered daily. No plant shall be bound with rope or wire in a manner that could strip bark or break or shear branches.

C. Plant material transported on open vehicles should be covered with a protective covering to prevent wind burn.

D. Dry, loose topsoil shall be provided for planting bed mixes. Muddy or frozen topsoil is unacceptable as working with medium in this condition will destroy its structure, making root development more difficult.

1-04 PROJECT CONDITIONS:

A. Notify landscape architect at least seven (7) working days prior to installation of plant material.

B. It shall be the Contractor's responsibility to locate and protect all existing above and below ground utilities. Utilities can be located and marked (in Illinois) by calling J.U.L.I.E. at (800)892-0123.

C. The Contractor shall provide, at his/her own expense, protection against trespassing and damage to seeded areas, planted areas, and other construction areas until the preliminary acceptance. The Contractor shall provide barricades, temporary fencing, signs, and written warning or policing as may be required to protect such areas. The Contractor shall not be responsible for any damage caused by the Owner after such warning has been issued.

D. The Contractor shall be responsible for the protection of crowns, trunks and roots of existing trees, plus shrubs, lawns, paved areas and other landscaped areas that are to remain intact. Existing trees, which may be subject to construction damage, shall be boxed, fenced or otherwise protected before any work is started. The Owner desires to preserve those trees within and adjacent to the limits of construction except those specifically indicated to be removed on the Drawings. The contractor shall erect protective tree fencing and tree armor at locations indicated on the drawings and around all trees on site which are to be preserved. Protective fencing shall be erected between the limits of construction and any tree preservation areas shown on the Drawings.

E. A complete list of plants including a schedule of sizes, quantities and other requirements is shown on the Drawings and on the bid form. In the event that quantity discrepancies or material omissions occur in the plant materials list, the planting plans shall govern.

1-05 PRELIMINARY ACCEPTANCE:

A. All plantings shall be maintained by the Contractor for a period of 90 days after preliminary acceptance by the Owner or his/her representative. Maintenance shall include, but is not limited to: mowing and edging turf, pulling weeds, watering turf and plant material and annual flower maintenance.

1-06 WARRANTY:

A. All plant material (excluding annual color), shall be warranteed for one (1) year after the end of the 90 day maintenance period. The end of the maintenance period is marked by the final acceptance of the Contractor's work by the Owner or his/her representative. Plant materials will be warranteed against defects including death and unsatisfactory growth, except for defects resulting from abuse or damage by others, or unusual phenomena or incidents which are beyond the control of the Contractor. The warranty covers a maximum of one replacement per item.

PART 2 - PRODUCTS

2-01 PLANT MATERIALS:

A. Plants: Provide typical of their species or variety, with normal, densely developed branches and vigorous, fibrous root systems. Only sound, healthy, vigorous plants which are free from sunscald injuries, disfiguring knots, frost cracks, abrasions of the bark, plant diseases, insect eggs, borers, and all forms of infestation shall be provided. All plants shall have a fully developed form without voids and open patches.
   1. Balled and burlapped plants shall have a firm natural ball of earth of sufficient diameter and depth to encompass a root system necessary for a full recovery of the plant. Root ball sizes shall comply with the latest edition of the 'American Standards for Nursery Stock' (ASNS). Root balls that are cracked or mushroomed are unacceptable.

   2. Container grown stock should be grown for an amount of time that is of sufficient length for the root system to have developed enough to hold its soil togehter, firm and whole. Plants will not be loose in their containers, nor shall they be pot-bound and all container grown stock will comply with the sizes stated on the plant list.

   3. No evidence of wounds or pruning cuts shall be allowed unless approved by the Landscape Architect.

   4. Evergreen trees shall be branched to the ground. The height of evergreen trees are determined by measuring from the ground to the first lateral branch closest to the top. Height and/or width of other trees are measured by the mass of the plant not the very tip of the branches.

   5. Shrubs and small plants shall meet the requirements for spread and/or height indicated in the plant list. The height measurement shall be taken from ground level to the average height of the top of the plant, not the longest branch. Single stem or thin plants will not be accepted. Side branches shall be flushed with growth and have good form to the ground. Plants shall be in a moist, vigorous condition, free from dead wood, bruises or other root or branch injuries.

2-02 ACCESSORIES:

A. Topsoil:
   1. Topsoil shall be fertile, natural topsoil of a loamy character, without admixture of subsoil material. Topsoil shall be reasonably free from clay, lumps, coarse sand, stones, plants, roots, sticks and other foreign materials with a pH between 6.5 to 7.0.

B. Topsoil for seed areas shall be a minimum of 6".

C. Soil amendments shall be as follows:
   1. For trees and shrubs the plant pit will be backfilled with pulverized black dirt.

   2. For perennials and ornamental grasses the soil mixture will be as follows: CM-63 General Purpose Peat Based Mix as supplied by Midwest Trading. Top beds with 8" of CM-63 and till into existing beds to a depth of 8". Soil mixtures are available from Midwest Trading. Midwest Trading, St. Charles, IL 60174 (630) 365-1990

D. Fertilizer:
   1. For trees and shrubs use: 14-4-6 briquettes 17 g or equivalent available from Arthur Clesen, Inc. Follow manufacturer's recommendation for application. Arthur Clesen, Inc. 543 Diens Drive, Wheeling, IL 60090 (847)537-2177

   2. For turf areas use 6-24-16 Clesen Fairway with micronutrients with minor elements 3.0 % S, .02% B, .05% Cu, 1.0% Fe, .0006% Mo, .10% Mn available from Arthur Clesen or approved equal.

E. Herbicide:
   1. Round-Up or approved equal

F. Mulch:
   1. Bark mulch shall be finely shredded hardwood bark which has been screened and is free of any green foliage, twigs, rocks, sawdust, wood shavings, growth or germination inhibiting ingredients, or other foreign materials. Bark mulch is available from Midwest Trading.

   2. Mushroom compost as available from Midwest Trading.

G. Water:
   1. Water service will be available on the site, with the cost of water being paid by the Owner. Transporting of the water from the source to the work areas shall be the responsibility of the Landscape Contractor. All necessary hose, piping, tank truck, etc. shall be supplied by the Landscape Contractor.

H. Guying:
   1. Stakes: 5/8" x 40" steel eye anchor with 4" helix

   2. Cable:
      a. Trees under 5": flexible 1/8" galvanized aircraft cable, 7x7 strand or approved equal
      b. Trees 5" and over: flexible 3/16" galvanized aircraft cable, 7x7 strand or approved equal.

   3. Turnbuckles: 5/16", eye and eye, with 4" takeup.

   4. Hose: new two-ply reinforced rubber hose, minimum 1/2" I.D.

I. Tree wrap: Burlap tree wrap 4" wide.

J. Twine: Soft nursery jute.

PART 3 - INSTALLATION OF PLANT MATERIAL

3-01 FIELD VERIFICATION:

A. Examine proposed planting areas and conditions of installation. Do not start planting work until unsatisfactory conditions are corrected.

3-02 PREPARATION:

A. All planting techniques and methods shall be consistent with the latest edition of 'Horticulture Standards of Nurserymen, Inc.' and as detailed on these Drawings.

B. Planting shall be performed by experienced workmen familiar with planting procedures under the supervision of a qualified supervisor.

C. All underground utilities must be located and marked clearly.

D. Apply Round-Up or approved equivalent to kill any existing vegetation in all areas to be planted. Confirm length of waiting period between chemical application and plant installation with manufacturer. Do not begin planting operations until prescribed post-application waiting period has elapsed. Take extreme care to avoid chemical drift to adjoining properties of landscape plantings.

E. Prior to all planting, rototill all areas to be landscaped to prepare for plant installation to a minimum depth of 12". Eliminate uneven areas and low spots. Maintain lines, levels, profiles and contour. Changes in grade are to be gradual. Blend slopes into level areas. Remove all debris, weeds and undesirable plants and their roots from areas to be planted. Remove all concrete slag larger than 2" in diameter.

F. Topsoil shall be spread over the site at a minimum depth of 6". Those areas which are indicated as prairie or natural areas on the Drawings shall have a minimum topsoil depth of 18".

G. It shall be the responsibility of the landscape contractor to prepare all seeded areas by disking and raking prior to planting seed. Soil shall be loosened and scarified to a minimum depth of 6". Fine grading of all seeded areas is required. Maximum size of stone or topsoil lump is 1".

H. Locate all plant material as indicated or as approved in the field by the Landscape Architect. If obstructions are encountered which are not shown on the drawings, then do not proceed with planting operations until alternate plant locations have been selected.

I. Planting holes shall be constructed as shown on the planting details. Holes shall be hand dug or machine dug. Great care will be taken to not excavate the hole deeper than the root ball and the diameter shall be a minimum of two times the root ball width. Remove any materials encountered in excavation that may be injurious to plant growth, including stones larger than 2" in diameter or other debris. Soil to be used as backfill should be pulverized.

J. Provide pre-mixed planting mixture for use around root systems and root balls of the plants. The mixtures are outlined in section B of part 2-02.

K. Prior to planting, provide additional topsoil to all planting beds to bring the finish grade of the bed to 2" above lawn grade and to finish grade of adjacent hard surface grades.

L. Add 2" thickness of mushroom compost to all annual, perennial and groundcover beds. Finish grade bed and install plants.

3-03 PLANTING PROCEDURES:

A. Set plant material in the planting hole to proper grade and alignment. Set plants upright and plumb. Set plant material root flare 2" above the adjacent finish grade. Remove burlap from top 1/3 of root ball. Remove treated burlap (green). Cut and remove or cut and fold down upper half of wire basket, dependent upon tree size. Backfill hole by firmly tamping soil to avoid any air pockets or voids. All ropes/cords shall be removed from base of trunk.

B. Set balled and burlapped plants in the planting hole and compact 8" of soil around the base of the ball. Backfill remaining space with planting mixture. Water plants immediately after planting to eliminate all voids and thoroughly soak the plant root ball.

C. Space groundcover plants according to dimensions given on the plans. Adjust spacing as necessary to evenly fill planting bed with indicated number of plants. Plant to within 18" of the trunks of trees and shrubs or at the edge of the plant ball, whichever is closest. Plant to within 12" of edge of bed.

D. Mulching:
   1. Install 4" depth of mulch around all tree and shrub beds as indicated on drawings or planting details. Mulch shrub planting areas as continuous beds. Do not place mulch directly against tree trunk; form mulch to create an inverted cone around trunk.

   2. Mulch perennial, groundcover and annual planting beds with 2" mushroom compost. Water mulched areas thoroughly after placing mulch.

E. Tree wrapping is not required, unless the Contractor feels it is necessary due to characteristics of a particular species or past experience with the species. The landscape architect will be notified as to which trees are to be wrapped and shall inspect the trunk(s) before wrapping. Tree wrap will not be used to cover damage or defects. When wrapping is done, trunks will be wrapped spirally with approved tree wrapping tape that is not less than 4" wide, and securely tied with suitable cord at the top, bottom and 2" intervals along the trunk. Wrap from ground to the height of the first branch.

F. Staking and guying of trees is optional. If the Contractor chooses to stake all or part of the trees, he/she shall use the method specified in the planting details. One (1) stake is to be used on trees of 1" caliper and under, or 4' height and under. Two (2) stakes are to be used on trees of 1" to 2 3/4" caliper. Guy trees of 3" caliper or larger at three (3) per tree. The root ball will not be pierced with a stake. Stakes are to be driven at least eighteen (18) inches into subsoil below the planting hole. Stakes and wire attachments shall be removed after three months for spring planted material and by the following May for fall planted stock by the Contractor. Staking and guying should be done immediately after lawn seeding or sodding operations.

G. Seeding of specified lawn areas on plans will be treated as follows:
   1. Topsoil shall be spread over all areas to be seeded to a minimum depth of 6" when compacted (to be performed by others).

   2. Seed mixture and application rate - use Premium seed mix as supplied by Arthur Clesen, Inc. Apply at a rate of 5 lbs./1000 s.f.

   3. Apply fertilizers and conditioners at the rate specified per soil test findings. In lieu of soil test results, apply two (2) tons of ground agricultural limestone and 1000 lbs. 10-10-10 or equivalent analysis fertilizer per acre. At least 40% of the fertilizer nitrogen shall be of an organic origin.

   4. Soil preparation areas where vehicular traffic has compacted the soil shall be loosened/scarified to a minimum depth of 6" before fertilizing and seeding. Fine grading of all seeded areas is required. Maximum size of stone or topsoil lump is 1".

   5. Watering seeded areas shall be done to ensure proper germination. Once seeds have germinated, watering may be decreased but the seedlings must never be allowed to dry out completely. Frequent watering should be continued approximately four (4) weeks after germination or until grass has become sufficiently established to warrant watering on an 'as needed' basis.
   6. Turf is being established on a variety of slope conditions. It shall be the Contractor's responsibility to determine and implement whatever procedures he/she deems necessary to establish the turf as part of his/her work. Seeded areas will be accepted when all areas show a uniform stand of the specified grass in healthy condition and at least 90 days have elapsed since the completion of this work. The Contractor shall submit with his/her bid a description of the methods and procedures he/she intends to use.

H. Erosion Control Blanket
   1. Erosion Control Blanket shall be installed per manufacturer's recommendation in all areas shown on the plan.

   2. Install S-75 Erosion Control Blanket as manufactured by North American Green or approved equal.

   3. Blanket should be premarked with staple pattern.

   4. Staples should be 8" wire staples, applied at two (2) per square yard minimum.

   5. Suitable erosion control practices shall be maintained by the CONTRACTOR in accordance with Illinois Urban Manual and all applicable Soil Erosion and Sedimentation Control ordinances and the PLANS.

I. Sodding of specified lawn areas on plans will be completed as follows:
   1. Rake soil surface to receive sod to completely remove any soil crust no more than one day prior to laying sod.

   2. Moisten prepared surface immediately prior to laying sod. Water thoroughly and allow surface moisture to dry before planting lawns. Do not create a muddy soil condition.

   3. Sod shall be laid within 24 hours from the time of stripping. Do not plant dormant sod or if the ground is frozen.

   4. Lay sod to form a solid mass with tightly fitted joints. Butt ends and sides of sod strips; do not overlap. Stagger strips to offset joints in adjacent courses. Work from boards to avoid damage to subgrade or sod. Work sifted soil into minor cracks between pieces of sod; remove excess to avoid smothering of adjacent sod.

   5. Place top elevation of sod 1/2 inch below adjoining edging or paving.

   6. Water sod thoroughly with a fine spray immediately after planting.

   7. After sod and soil have dried, roll seeded areas to ensure a good bond between the sod and soil, and to remove minor depressions and irregularities.

   8. Sodded slopes 3:1 or greater shall be staked to prevent erosion and washout.

   9. Warranty sodding for a period of one (1) year from the end of the 90 day maintenance period. If sod fails or lacks vigor and full growth as determined by the Landscape Architect, the Contractor will repeat site preparation operations and re-sod affected areas at the Contractor's expense.

   10. Note: Sod shall be a premium Kentucky Bluegrass blend, and is required in all areas indicated on the plans as well as areas which have been affected by construction. Sod can be placed as long as water is available and the ground surface can be properly prepared. Sod shall not be laid on frozen or snow-covered ground. Sod shall be strongly rooted, not less than two (2) years old and free of weeds and undesirable native grasses. Sod should be machine cut to pad thickness of 3/4" (plus or minus 1/4"), excluding top growth and thatch. Provide only sod capable of vigorous growth and development when planted (viable, not dormant). Provide sod of uniform pad sizes with maximum 5% deviation in either length or width. Broken pads or pads with uneven ends will not be acceptable. Sod pads incapable of supporting their own weight when suspended vertically with a firm grasp on the upper 10% of pad will not be accepted.

J. Timing of plant material and seeding operations:
   1. Seeding of specified areas shall occur when the soil temperature is above 55° F. No seed shall be sown during periods of high winds, or when the ground is not in proper condition for seeding (see section 3-02 (G)). Seeding operations for the specified mixes shall occur in the spring time frame of April 15 through June 30 and in the summer time frame of August 15 through December 1. The mixes containing bluegrass and fescue seed must have six weeks to harden off for winter survival.

   2. Sod shall be installed when the ground is not frozen or snow covered and temperatures are less than 80° F. It shall not be placed during a period of extended drought.

   3. Herbaceous ornamental plants shall be planted between May 1 and June 15 or between August 15 and December 1.

   4. Spring planting of woody ornamental plants shall be performed from the time the soil can be easily worked until June 1, except that evergreen planting shall end on May 15. Oak, hawthorn and red maple species will only be planted during this spring planting period. Fall planting will begin August 15 and will continue until the ground cannot be worked satisfactorily, except that evergreen planting shall be performed between August 15 and December 1.

3-04 MAINTENANCE:

A. All plantings shall be maintained by the Contractor for a period of 90 days after preliminary acceptance by the Owner or his/her representative. Maintenance shall include but is not limited to: mowing and edging turf, pulling weeds, watering turf areas and plant material plus annual flower maintenance. The Contractor will reset settled plants to proper grade and position. Dead material will be removed. Stakes and guy wires will be tightened and repaired as required.

3-04 ACCEPTANCE:

A. All plant material (excluding annual color), shall be warranteed for one (1) year after the end of the 90 day maintenance period. The end of the maintenance period is marked by the final acceptance of the Contractor's work by the Owner or his/her representative.

3-06 SITE CLEAN-UP:

A. The Contractor shall protect the property of the Owner and the work of other contractors. The Contractor shall also be directly responsible for all damage caused by the activities and for the daily removal of all trash and debris from his/her work area to the satisfaction of the landscape architect .

DRAWN BY	REVISIONS	DATE

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Civil Engineers • Surveyors • Water Resource Engineers • Water & Wastewater Engineers
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PROPOSED TESLA CAR DEALERSHIP
VILLAGE OF NORTHBROOK, ILLINOIS
LANDSCAPE SPECIFICATIONS

PROJ. MGR.: TEC
PROJ. ASSOC.:
DRAWN BY: JSH
DATE: 12/08/2022
SCALE: 1"=30'

SHEET L4 OF L4
FCINBIL01

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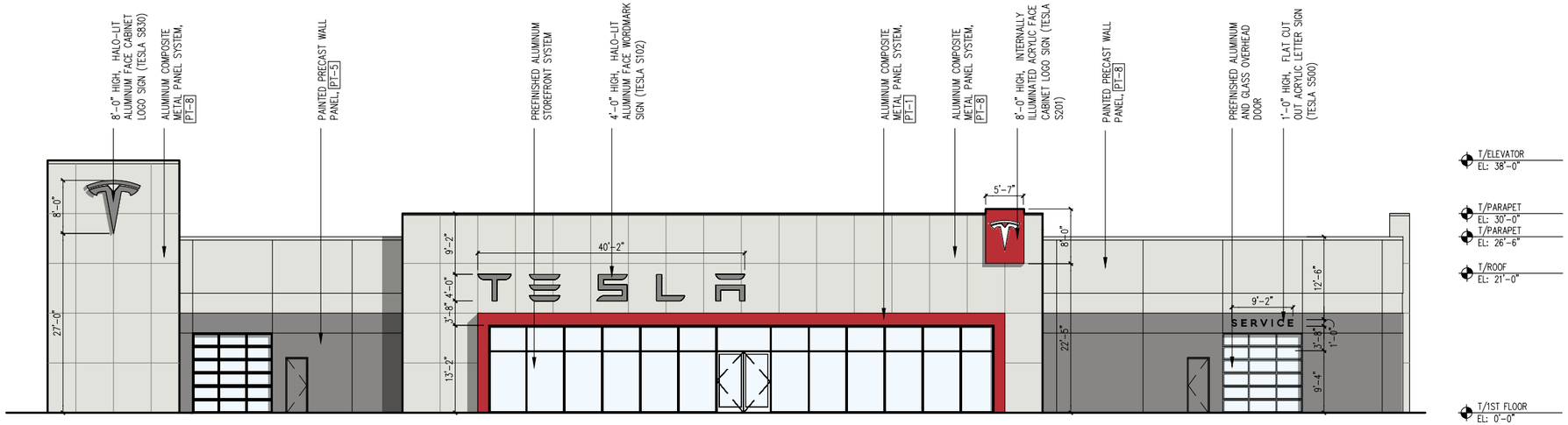
December 9, 2022 – 12:25 Dwg Name: P:\Fcinbil01\dwg\Landplan\02-Final\01-Landscape-Plan.dwg Updated By: JHendricks

Attachment: Exhibit C - Landscape Plan (6569 : An Ordinance Granting Special Permits for a Motor Vehicle Dealer with Open Sales Lot and Wall Signs.)

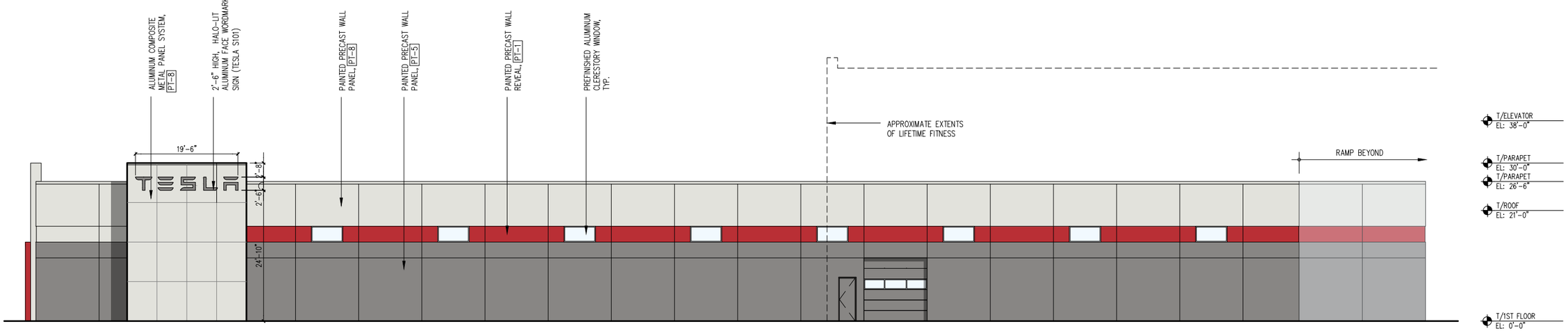
EXHIBIT D

ELEVATIONS

Attachment: Exhibit D - Elevations (6569 : An Ordinance Granting Special Permits for a Motor Vehicle Dealer with Open Sales Lot and Wall



1 / 2.0 EAST ELEVATION
SCALE: 1" = 20'



2 / 2.0 NORTH ELEVATION
SCALE: 1" = 20'

FORT UNION FOCUS

STUDIO 222 ARCHITECTS

NEW CAR DEALERSHIP
NORTHBROOK, ILLINOIS

PROJECT NUMBER: 17061

2.0

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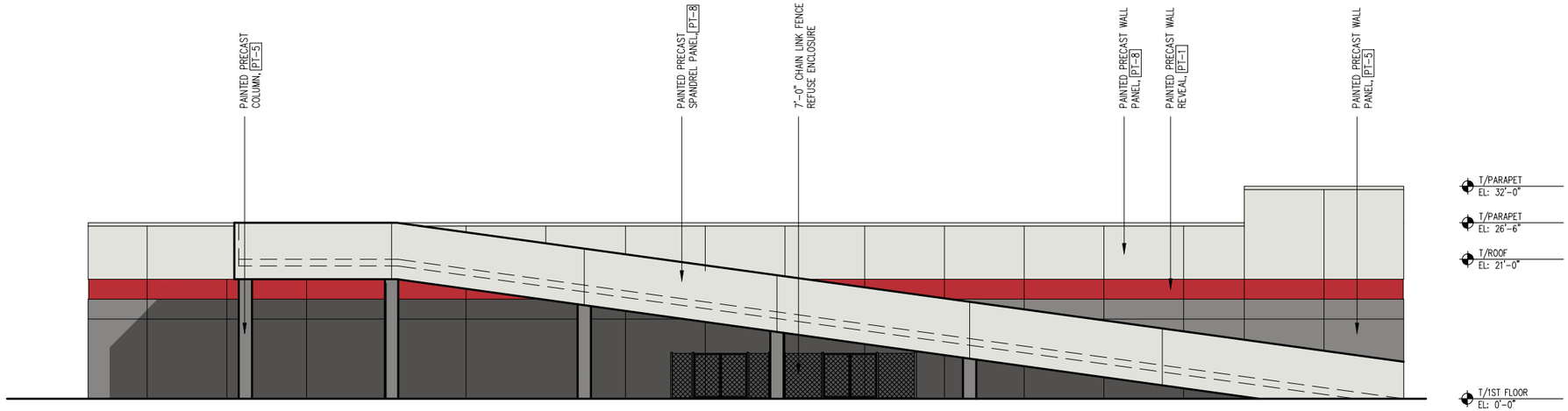
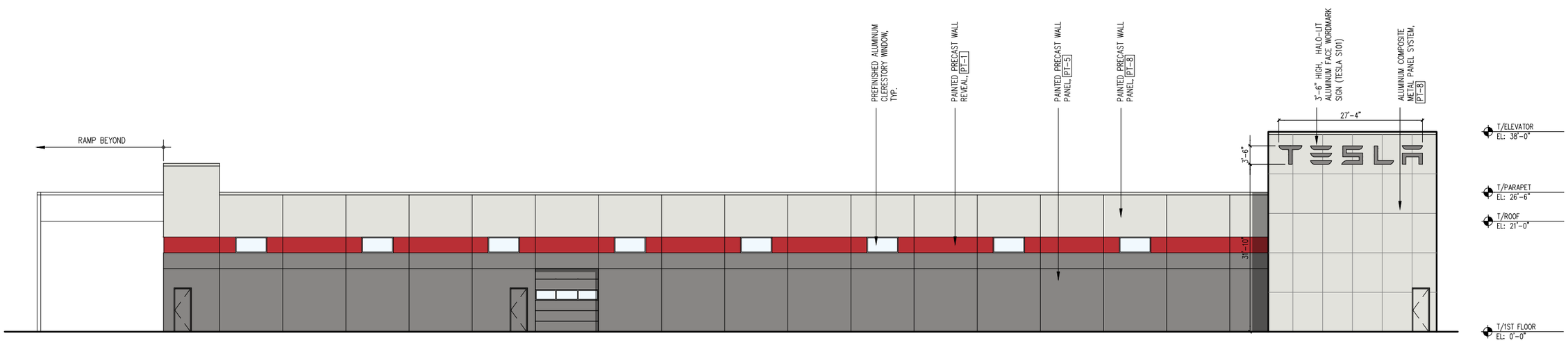
Attachment: Exhibit D - Elevations (6569 : An Ordinance Granting Special Permits for a Motor Vehicle Dealer with Open Sales Lot and Wall



1 / 2.1 WEST ELEVATION
SCALE: 1" = 20'



2 / 2.1 SOUTH ELEVATION
SCALE: 1" = 20'

FORT UNION FOCUS

STUDIO 222 ARCHITECTS

NEW CAR DEALERSHIP
NORTHBROOK, ILLINOIS

PROJECT NUMBER: 17061

2.1

11/

Attachment: Exhibit D - Elevations (6569 : An Ordinance Granting Special P
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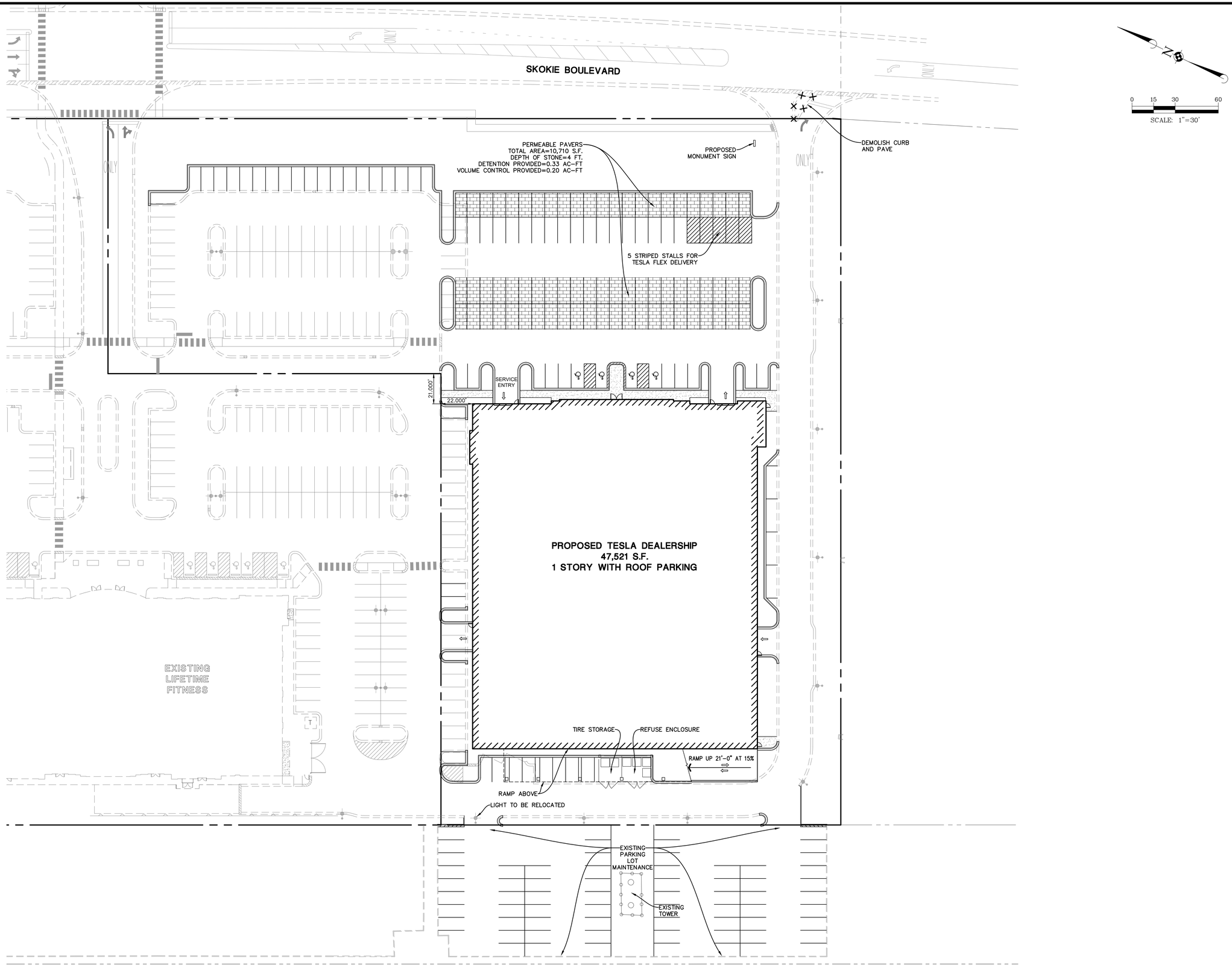
EXHIBIT E

SITE DEVELOPMENT & PRELIMINARY UTILITY PLANS

Attachment: Exhibit E - Site Development and Prelim Utility Plans (6569 : An Ordinance Granting Special Permits for a Motor Vehicle Dealer



DATE	REVISIONS	DRAWN BY
		MH
11-15-22	REVISED PER CLIENT REVIEW	

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PROPOSED TESLA CAR DEALERSHIP
VILLAGE OF NORTHBROOK, ILLINOIS
SITE DEVELOPMENT PLAN

PROJ. MGR.:	TEC
PROJ. ASSOC.:	GTB
DRAWN BY:	MH
DATE:	10-19-22
SCALE:	1"=30'

SHEET 1 OF 2

FCINBIL01

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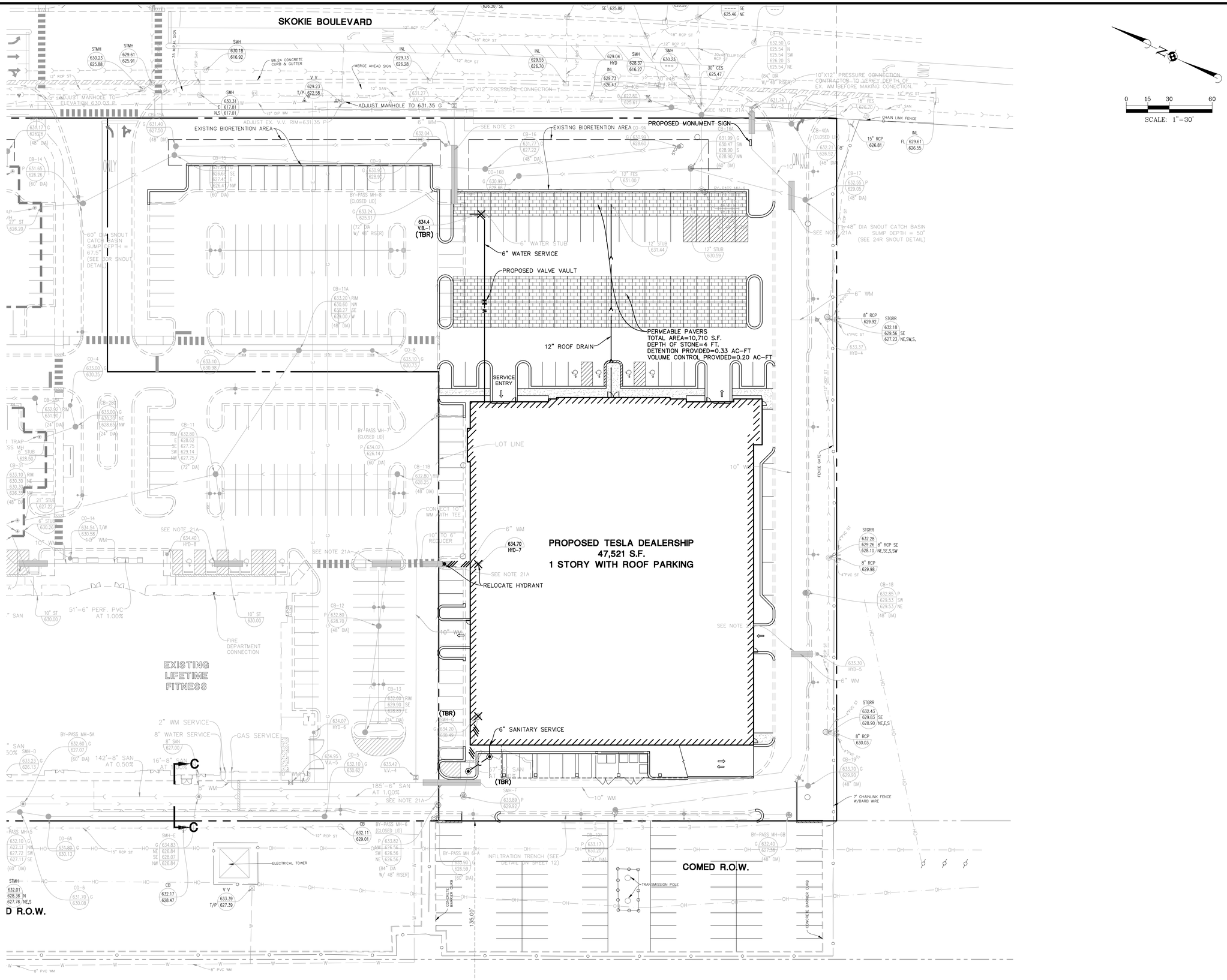
Attachment: Exhibit E - Site Development and Prelim Utility Plans (6569 : An Ordinance Granting Special Permits for a Motor Vehicle Dealer with Open Sales Lot and Wall Signs.)

November 15, 2022 - 10:28 Dwg Name: P:\Fcinbil01\Civil\Final\Base Drawings\BaseSite.dwg Updated By: mhamilton



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Manhard CONSULTING

One Overlook Point, Suite 290, Lincolnshire, IL 60069 ph:847.634.5550 fx:847.634.0095 manhard.com
Civil Engineers • Surveyors • Water Resource Engineers • Water & Wastewater Engineers
Construction Managers • Environmental Scientists • Landscape Architects • Planners

PROPOSED TESLA CAR DEALERSHIP
VILLAGE OF NORTHBROOK, ILLINOIS
PRELIMINARY UTILITY PLAN

PROJ. MGR.: TEC
PROJ. ASSOC.: GTB
DRAWN BY: TEC
DATE: 10-19-22
SCALE: 1"=30'

SHEET 2 OF 2

FCINBIL01

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Attachment: Exhibit E - Site Development and Prelim Utility Plans (6569 : An Ordinance Granting Special Permits for a Motor Vehicle Dealer with Open Sales Lot and Wall Signs,)

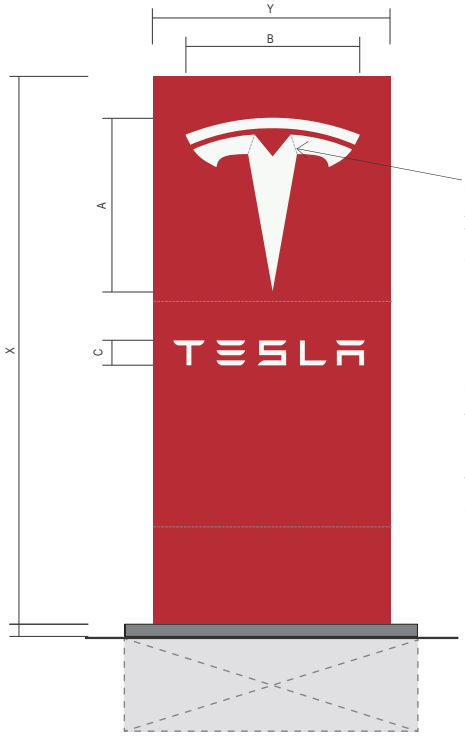
EXHIBIT F

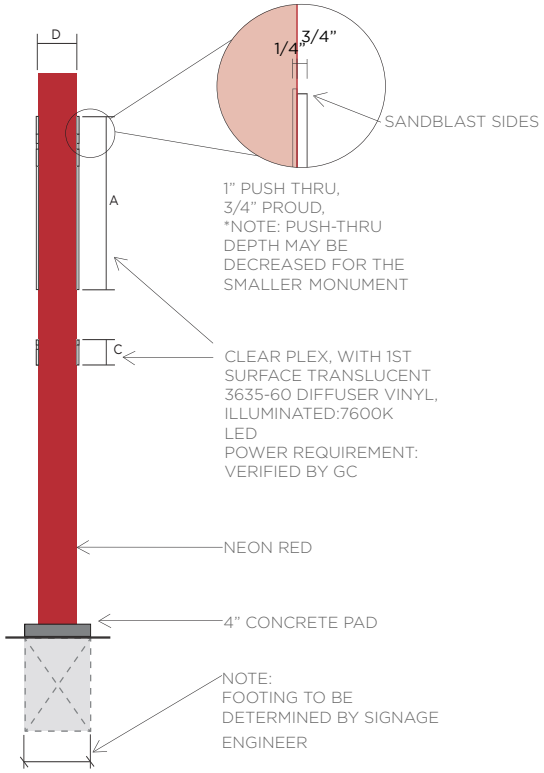
SIGN PLANS

Attachment: Exhibit F - Sign Plans (6569 : An Ordinance Granting Special Permits for a Motor Vehicle Dealer with Open Sales Lot and Wall

S301

EXTERIOR MONUMENT: SALES, SERVICE, DELIVERY





MONUMENT						
X	Y	A	B	C	D	SQ. FT.
6'-0"	2'-7 1/4"	1'-10 3/4"	1'-10 7/8"	3 1/4"	1'-0"	15.63
7'-0"	3'-0 1/2"	2'-2 5/8"	2'-2 3/4"	3 7/8"	1'-0"	21.29
8'-0"	3'-5 5/8"	2'-6 3/8"	2'-6 1/2"	4 3/8"	1'-0"	27.75
9'-0"	3'-10 7/8"	2'-10 1/4"	2'-10 3/8"	5"	1'-2"	35.16
10'-0"	4'-4"	3'-2"	3'-2"	5 1/2"	1'-2"	43.33
12'-0"	5'-2 1/2"	3'-9 5/8"	3'-9 7/8"	6 1/2""	1'-6"	62.50
15'-0"	6'-6"	4'-9"	4'-9 1/4"	8 1/4"	1'-6"	97.50
20'-0"	8'-8"	6-4"	6-4 3/8"	11"	2'-0"	173.33

*TO BE VERIFIED WITH ENGINEERING

PT1
BM 2087-10
NEON RED
PMS 19-1664
SATIN FINISH

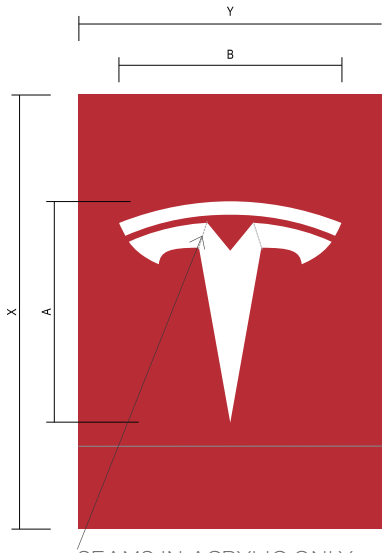
CLEAR PLEX

TRANSLUC. 3635-60 DIFFUSER VINYL

Attachment: Exhibit F - Sign Plans (6569 : An Ordinance Granting Special Permits for a Motor Vehicle Dealer with Open Sales Lot and Wall

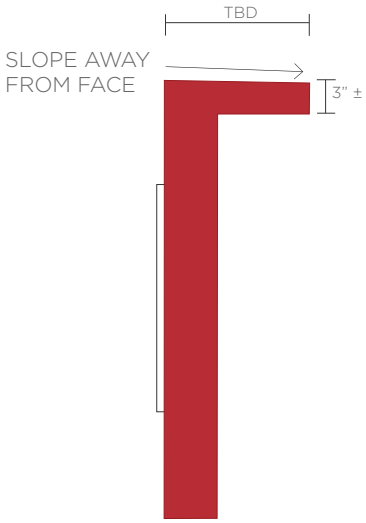
S201

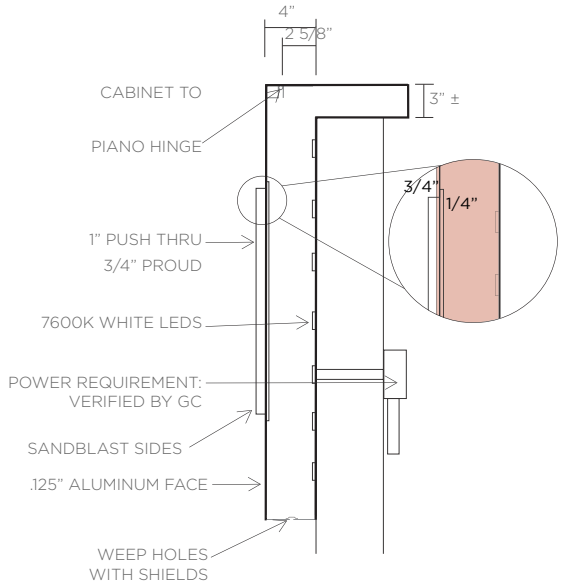
EXTERIOR CABINET: T



SEAMS IN ACRYLIC ONLY
WHEN LOGO IS OVER 6'-0"

NOTE:
AVOID SEAMS IN ALUMINUM IF POSSIBLE. IF REQUIRED,AVOID COPY & LOGO, IF POSSIBLE





EXTERIOR CABINET: T				
X	Y	A	B	SQ. FT.
4'-0"	2-9 1/2"	2'-0 3/8	2'-0 1/2"	11.17
5'-0"	3'-5 7/8"	2'-6 1/2"	2'-6 3/4"	17.45
6'-0"	4'-2 1/4"	3'-0 3/4"	3'-0 7/8"	25.13
7'-0"	4'-10 5/8"	3'-6 7/8"	3'-7"	34.20
8'-0"	5'-7"	4'-1"	4'-1 1/8"	44.67
9'-0"	6'-3 1/2"	4'-7"	4'-7 1/4"	55.63
10'-0"	6'-11 2/4"	5'-1 1/8"	5'-1 1/2"	69.79
11'-0"	7'-8 1/8"	5'-7 1/4"	5'-7 1/2"	84.45
12'-0"	8'-4 1/2"	6-1 3/8"	6-1 3/4"	100.50
13'-0"	9'-1"	6'-7 1/2"	6'-7 7/8"	118.08
14'-0"	9'-9 3/8"	7'-1 5/8"	7'-2"	136.94

PT1
BM 2087-10
NEON RED
PMS 19-1664
SATIN FINISH

CLEAR
PLEX

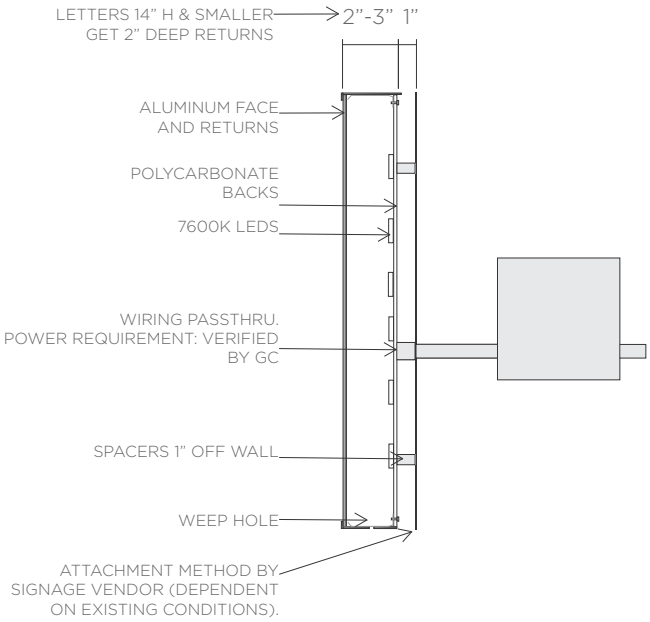
TRANSLUC.
3635-60
DIFFUSER
VINYL

Attachment: Exhibit F - Sign Plans (6569 : An Ordinance Granting Special Permits for a Motor Vehicle Dealer with Open Sales Lot and Wall



VENDOR TO INDICATE SCOPE OF WORK REQUIRED BY GC

1. SHOW LOCATION OF EACH PASS THRU FOR EACH "SECTION" OF THE WORDMARK, TYP.
2. LOCATION AND SIZE OF WIREWAY ON BACKSIDE OF WORDMARK.
3. SHOW DETAILS FOR EXTERIOR WORKWAY AND INTERIOR WIREWAY INSTALLATIONS
4. SHOW LOCATION OF 14 AND 16, POWER SUPPLY, DISCONNECT SWITCH AND PRIMARY



STANDARD SPACING		
X	Y	SQ. FT.
1'-6"	11'-8 1/2"	17.31
2'-0"	15'-7 1/4"	30.79
2'-6"	19'-6 1/8"	48.10
3-0"	23'-5"	69.25
3'-6"	27'-3 3/4"	94.28
4'-0"	31'-2 5/8"	123.13

SPACER
PAINT TO MATCH WALL
SATIN FINISH

PT5
BM2124-20
TROUT GREY
SATIN FINISH

PT2
BMOC-65
CHANTILLY LACE
SATIN FINISH

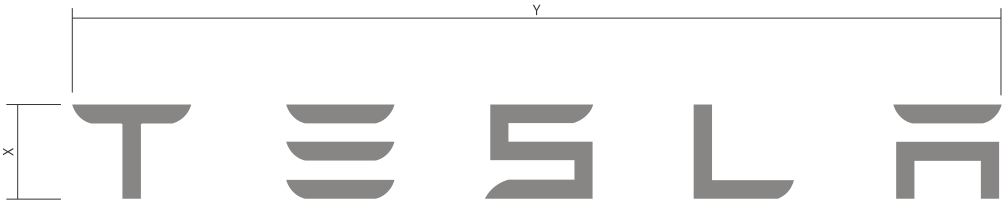
RETAIL STOREFRONTS ONLY

MATTHEWS
BR. ALUM.
41342SP
SATIN FINISH

Attachment: Exhibit F - Sign Plans (6569 : An Ordinance Granting Special Permits for a Motor Vehicle Dealer with Open Sales Lot and Wall

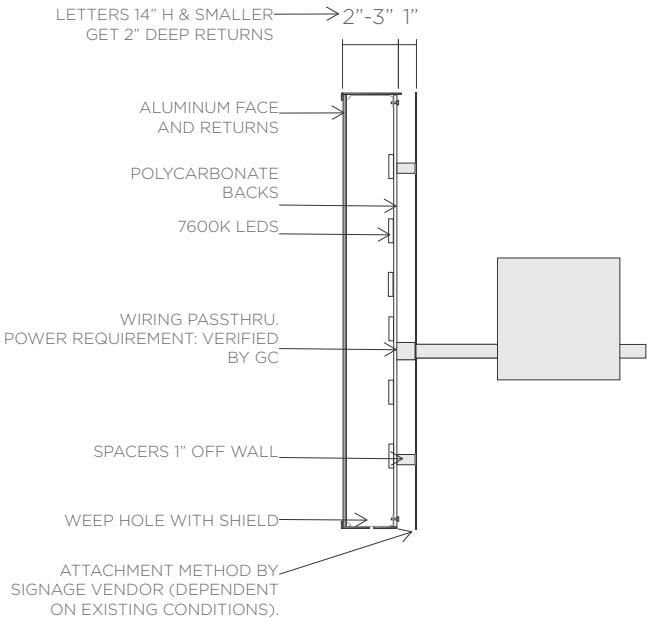
S102

EXTERIOR HALO LIT WORDMARK: 10% SPACING



VENDOR TO INDICATE SCOPE OF WORK REQUIRED BY GC

1. SHOW LOCATION OF EACH PASS THRU FOR EACH "SECTION" OF THE WORDMARK, TYP.
2. LOCATION AND SIZE OF WIREWAY ON BACKSIDE OF WORDMARK.
3. SHOW DETAILS FOR EXTERIOR WORKWAY AND INTERIOR WIREWAY INSTALLATIONS
4. SHOW LOCATION OF 14 AND 16, POWER SUPPLY, DISCONNECT SWITCH AND PRIMARY



10% SPACING		
X	Y	SQ. FT.
1'-6"	15'-0 5/8"	22.19
2'-0"	20'-0 7/8"	39.46
2'-6"	25'-1 1/8"	61.67
3-0"	30'-1 3/8"	88.78
3'-6"	35'-1 5/8"	120.86
4'-0"	40'-1 3/4"	157.83

SPACER PAINT TO MATCH WALL SATIN FINISH

PT5 BM2124-20 TROUT GREY SATIN FINISH

PT2 BMOC-65 CHANTILLY LACE SATIN FINISH

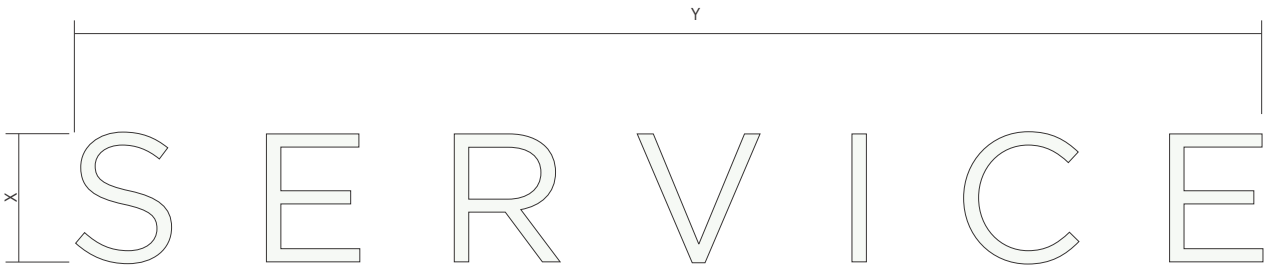
RETAIL STOREFRONTS ONLY

MATTHEWS BR. ALUM. 41342SP SATIN FINISH

Attachment: Exhibit F - Sign Plans (6569 : An Ordinance Granting Special Permits for a Motor Vehicle Dealer with Open Sales Lot and Wall

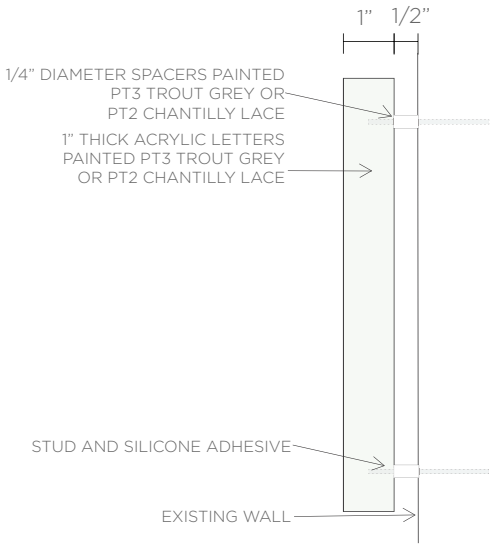
S500

EXTERIOR SERVICE SIGN FLAT CUT OUT



X: (MEASURED OFF HEIGHT OF "E")

Y: (WILL VARY FROM TABLE, TYP. LINE UP WITH OUTSIDE ENDS OF BAY DOORS



FOR LIGHT BACK GROUND OR FOR DARK BACK GROUND

PT5
BM2124-20
TROUT
GREY
SATIN FINISH

PT2
BMOC-65
CHANTILLY
LACE
SATIN FINISH

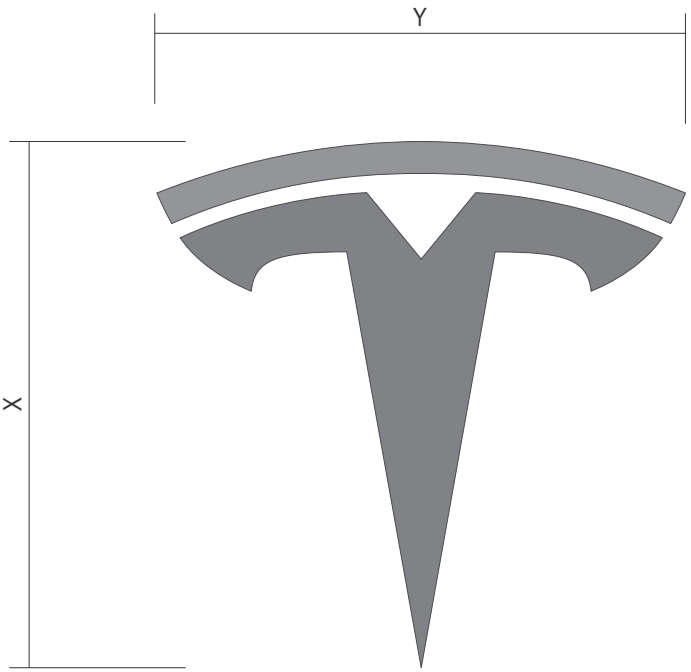
PX
TO MATCH
WALL
VERIFY

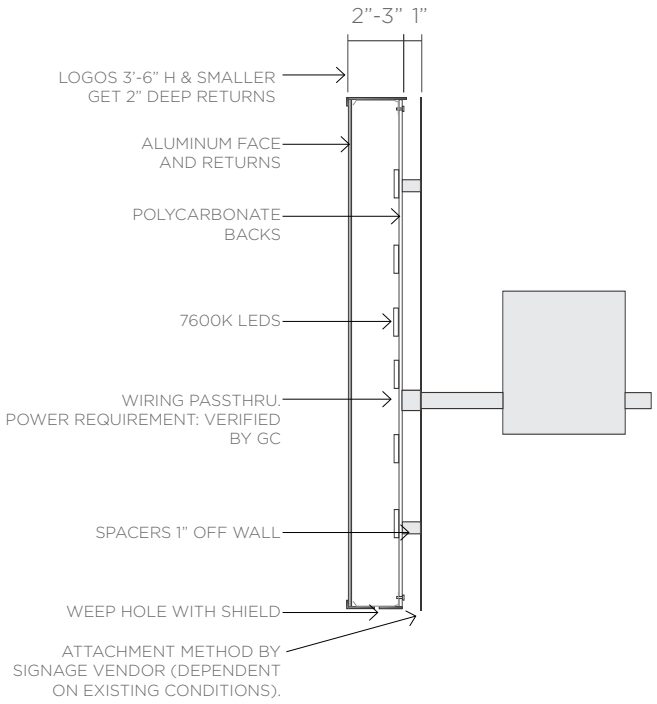
SERVICE		
X	Y	SQ. FT.
9-1/2"	7'-4 1/2"	5.84
1'-0"	9'-3 3/8"	9.28
1'-3 1/2"	12'-0"	15.5
1'-6"	13'-11"	20.88

Attachment: Exhibit F - Sign Plans (6569 : An Ordinance Granting Special Permits for a Motor Vehicle Dealer with Open Sales Lot and Wall

S830

EXTERIOR HALO-LIT T





VENDOR TO INDICATE SCOPE OF WORK REQUIRED BY GC

1. SHOW LOCATION OF EACH PASS THRU FOR EACH "SECTION" OF THE LOGO, TYP.
2. LOCATION AND SIZE OF WIREWAY ON BACKSIDE OF WORDMARK.
3. SHOW DETAILS FOR EXTERIOR WORKWAY AND INTERIOR WIREWAY INSTALLATIONS
4. SHOW LOCATION OF 14 AND 16, POWER SUPPLY, DISCONNECT SWITCH AND PRIMARY

HALO-LIT LOGO	
X	Y
1'-9"	1'-9"
2'-6"	2'-6 1/8"
3'-0"	3'-0 1/8"
3'-6"	3'-6 1/8"
4'-0"	4'-0 1/4"
6'-0"	6'-0 1/2"
8'-0"	8'-0 1/2"

SPACER
PAINT TO MATCH WALL
SATIN FINISH

PT5
BM2124-20
TROUT GREY
SATIN FINISH

PT2
BMOC-65
CHANTILLY LACE
SATIN FINISH

RETAIL STOREFRONTS ONLY
MATTHEWS
BR. ALUM.
41342SP
SATIN FINISH

Attachment: Exhibit F - Sign Plans (6569 : An Ordinance Granting Special Permits for a Motor Vehicle Dealer with Open Sales Lot and Wall

Attachment: Exhibit G - Unconditional Agreement and Consent (6569 : An Ordinance Granting Special Permits for a Motor Vehicle Dealer with

EXHIBIT G

UNCONDITIONAL AGREEMENT AND CONSENT

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

WHEREAS, 1000 Skokie SSD, LLC ("***Applicant***") is the contract purchaser of the property located at 1200 Skokie Boulevard ("***Subject Property***"). The Applicant proposes to develop the Subject Property with a motor vehicle dealer for use by Tesla, Inc., a Delaware corporation, or an affiliate which means an entity that controls, is controlled by, or is under common control with Tesla, Inc. (including without limitation a subsidiary, a parent or a subsidiary of a parent of Tesla, Inc.) ("***Affiliate***") ("***Operator***"); and

WHEREAS, the Applicant plans to develop and the Operator intends to operate a motor vehicle dealer with an open sales lot on the Subject Property and has requested that the Village grant a special permit for a motor vehicle dealer with an open sales lot facility (SIC No. 5510.02); and

WHEREAS, Applicant plans to install signs on the east, south, and north facades of the building to be constructed on the 1200 Skokie Parcel and has requested that the Village grant special permits for the signs (SIC No. 9966.00 and 9969.00); and

WHEREAS, Ordinance No. 2023-__, adopted by the President and Board of Trustees of the Village of Northbrook on _____, 2023 ("***Ordinance***"), grants approval of such special permits subject to certain conditions, for the benefit of the Applicant; and

WHEREAS, the 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;

NOW, THEREFORE, Applicant does 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 applicable to the Applicant of that certain Ordinance No. 2023-__, adopted by the Village Board of Trustees on _____, 2023.

2. The 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 Subject Property, 1200 Skokie Parcel, or the issuance of any permits for the use and development of the Subject Property or 1200 Skokie Parcel, 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 the Applicant against damage or injury of any kind and at any time.

3. The 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 and cure provisions required by Section 10 of the Ordinance are complied with.

4. The Applicant acknowledges 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 performance by the Applicant of its obligations under this Unconditional Consent and Agreement., provided this indemnity does not and will not apply to willful misconduct or gross negligence on the part of the Village.

5. The 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. The Applicant shall, and does hereby, consent to the recording of the Ordinance against the Subject Property.

ATTEST:

By:_____

Its: _____

SUBSCRIBED and **SWORN** to
before me this _____ day of
_____, 2023.

_____
Notary Public

1000 Skokie SSD, LLC, an Illinois limited liability company

By:_____

Its:_____

Attachment: Exhibit G - Unconditional Agreement and Consent (6569 : An Ordinance Granting Special Permits for a Motor Vehicle Dealer with

MEMORANDUM
VILLAGE OF NORTHBROOK
FINANCE DEPARTMENT

TO: CARA PAVLICEK, VILLAGE MANAGER

FROM: IWONA PETRYSZAK, CFO

DATE: MARCH 14, 2023

SUBJECT: AN ORDINANCE ABATING A PORTION OF THE 2022 PROPERTY TAX LEVY FOR DEBT SERVICE

Attached, please find a draft ordinance to abate a portion of our 2022 property tax levy. Passage of this ordinance will instruct the County to reduce the Village's property tax levy for debt service by $7,008,825.

This abatement was planned as part of the Village's budget process for FY 2023/24. Funds for the abatement are provided as follows:

Water Fund	$2,307,934
Infrastructure CPF (home rule sales tax)	1,807,185
Storm Water Fund	1,985,048
Motor Fuel Taxes	367,253
Sanitary Sewer Fund	450,305
Senior Housing Fund	91,100
TOTAL	**$7,008,825**

This Ordinance has been placed on the agenda for the March 14, 2023 Regular Meeting of the Board of Trustees. Staff will be present at the meeting should any questions arise.

Ordinance (ID # 6552)

An Ordinance Abating a Portion of the 2022 Property Tax Levy for Debt Service

Passed by the Board of Trustees, 3/14/2023
Printed and Published 3/14/2023

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 # 6552)

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 Abating a Portion of the 2022 Property Tax Levy for Debt Service

shall be, and is hereby, adopted as follows:

SECTION 1. BACKGROUND.

Under the home rule powers of the Village, general obligation indebtedness was previously authorized to finance improvements in the Village's water supply and distribution systems, capital equipment replacements, purchase of new fire apparatus, roadway improvements, storm water system improvements, senior housing improvements, to advance refund outstanding general obligation debt, and to fund other public improvements (Ordinance Nos. 12-63, 13-24, 14-51, 15-76, 16-22, 18-06, 19-69, and 21-26). Such authorizations contemplated utilizing a portion of the Village's home rule sales taxes, motor fuel taxes, senior housing rental income, and water/sewer/storm water user fees to partially abate the annual property tax levy for such purposes.

The President and the Board of Trustees have determined that it is in the best interest of the Village to partially abate the 2022 Tax Levy for Bond and Interest as stated below.

SECTION 2. ABATEMENT.

Motor Fuel taxes, home rule sales taxes, senior housing rental income, and water, sanitary sewer, and storm water user fees shall, therefore, abate the 2022 Bond and Interest Tax levy requirement as set forth below:

Ordinance No. 12-63	2012 Corporate Purpose Bonds	61,225
Ordinance No. 13-24	2013 Corporate Purpose Bonds	563,006
Ordinance No. 14-51	2014 Corporate Purpose Bonds	2,617,500
Ordinance No. 15-76	2015 Corporate Purpose Bonds	940,007
Ordinance No. 16-22	2016 Corporate Purpose Bonds	1,308,226
Ordinance No. 18-06	2018 Corporate Purpose Bonds	814,661
Ordinance No. 19-69	2019 Corporate Purpose Bonds	411,450
Ordinance No. 21-26	2021 Corporate Purpose Bonds	292,750
TOTAL BOND & INTEREST AMOUNT ABATED		**$7,008,825**
GRAND TOTAL AMOUNT ABATED		**$7,008,825**

SECTION 3. FILING WITH COUNTY.

The Village Clerk is hereby directed to file with the County Clerk of Cook County, Illinois, a certified copy of this Ordinance and the County Clerk is hereby directed to abate the amount of taxes for the tax year 2022 as set forth in this Ordinance.

Scheduled: 3/14/2023

ATTEST:

Village President

Village Clerk

MEMORANDUM
VILLAGE OF NORTHBROOK
DEVELOPMENT AND PLANNING SERVICES

TO: CARA PAVLICEK, VILLAGE MANAGER

FROM: MICHAELA KOHLSTEDT, DIRECTOR OF DEVELOPMENT AND PLANNING SERVICES

DATE: March 14, 2023

SUBJECT: A RESOLUTION APPROVING AND ACCEPTING AN ECONOMIC INCENTIVE AGREEMENT

On March 14, 2023 the Board of Trustees will consider a resolution approving an economic incentive agreement between the Village of Northbrook and 1000 Skokie SSD, LLC (the "Developer") as contract purchaser of the property located at 1200 Skokie Boulevard (the "Subject Property") for the purpose of developing a Tesla sales, service, and delivery center to be operated by Tesla Inc or its permitted affiliate.

The improvements made by the Developer are expected to amount to approximately $4,700,000 for developing the site and constructing the new dealership building. The addition of this facility in Northbrook will thereby bring additional sales tax revenue for the Village. In summary, the Developer requests that the Village rebate $320,000 for every $640,000 of Sales Tax generated by auto sales at the dealership, and received by the Village annually, up to the total amount of $1,600,000. In the event that more than $1,280,000 in sales tax is received in one year to the by the Village, then the Village shall pay to the Developer $640,000.

Village staff and the Village attorney have negotiated the attached agreement regarding the Developer's sales tax sharing agreement for the Board's consideration. Staff and the Developer will be present at the March 14 meeting to answer any questions.

Resolution (ID # 6594)

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 and Accepting an Economic Incentive Agreement Between the Village of Northbrook and 1000 Skokie SSD, LLC (Tesla - 1200 Skokie Boulevard)

is hereby adopted, as follows:

Section 1. RECITALS.

1000 Skokie SSD, LLC ("***Developer***") is the contract purchaser of the property located at 1000-1200 Skokie Boulevard ("***Property***"). Developer proposes to develop the Property as a Tesla sales, service, and delivery center for the sale, service, maintenance, test driving, charging, repair, delivery and storage of new and pre-owned Tesla automobiles and related parts and accessories and for general office purposes as well as those incidental activities necessary thereto, including, without limitation, parking oversized vehicles for the purpose of loading and unloading vehicles, supplies and materials, and parking for employees, customers and guests by Tesla, Inc., a Delaware corporation, or an affiliate which means an entity that controls, is controlled by, or is under common control with Tesla, Inc. (including without limitation a subsidiary, a parent or a subsidiary of a parent of Tesla, Inc.), or a successor to Tesla, Inc. by merger, consolidation or acquisition of all or substantially all of the assets or stock of Tesla, Inc. or all or substantially all of Tesla's real estate holdings, or a concessionaire, franchisee or licensee for the operation of any portion of the business to be conducted on the Property ("***Affiliate***") (***"Tesla SSD"***).

In order to ensure the viability and success of the Tesla SSD, Developer intends to construct a high quality building and related structures, and make significant improvements to the Property, at a substantial cost to Developer ("***Developer Improvements***"). The Developer Improvements to the Property and the location of a Tesla SSD within the Village are expected to bring increased sales tax revenues for the Village which assist, and will continue to assist, the Village in providing essential municipal services to members of the public.

Developer has represented to the Village that the costs of the Developer Improvements are significant and that the improvements cannot be completed without the financial assistance of the Village. Developer has requested that the Village provide the economic incentives set forth in this Agreement in order to establish the Tesla SSD on the Property

The Village has determined that the operation of the Tesla SSD on the Property will generate significant sales and property tax revenue for the Village, as well as the school, library, and park districts that serve the Village's residents, and is consistent with, and will further the goals of, the Village's Comprehensive Plan.

The proposed Economic Incentive Agreement will provide Developer with a financial incentive from the Village in a not to exceed amount of $1,600,000.00, to be paid in

installments based on the Village's receipt of sales tax revenue from the Tesla SSD (***"Agreement"***).

The Village President and Village Board of Trustees have determined that this Agreement is necessary and appropriate to provide for the redevelopment of the Property with the Tesla SSD and for the related economic development benefits to the Village.

Section 2. APPROVAL OF AGREEMENT.

Pursuant to the Home Rule authority of the Village, the Agreement is hereby approved in substantially the form attached to this resolution as ***Exhibit A***.

Section 3. AUTHORIZATION.

Pursuant to the Home Rule authority of the Village, the Village President and Village Clerk are hereby authorized and directed to execute and seal, on behalf of the Village, the Agreement upon receipt of fully executed copies of the Agreement by Developer and any other person or entities whose consent is required; provided, however, that if such executed copies of the Agreement are not received by the Village Clerk within 30 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.

Section 4. EFFECTIVE DATE.

The approval of this Resolution shall be in full force and effect following passage by the Board of Trustees in the manner provided by law.

Scheduled: 3/14/2023

ATTEST:

_____
Village President

_____
Village Clerk

ECONOMIC INCENTIVE AGREEMENT BETWEEN
THE VILLAGE OF NORTHBROOK AND 1000 SKOKIE SSD, LLC
(TESLA - 1200 SKOKIE BOULEVARD)

THIS ECONOMIC INCENTIVE AGREEMENT (***"Agreement"***) is dated as of this _____ day of _____, 2023, and is by and between the **VILLAGE OF NORTHBROOK**, an Illinois home-rule municipal corporation (***"Village"***) and **1000 SKOKIE SSD, LLC**, an Illinois limited liability company (***"Developer"***).

IN CONSIDERATION OF the recitals and mutual covenants and agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the Village's statutory and home rule powers, Developer and the Village hereby agree as follows:

SECTION 1. RECITALS. [1]

A. Developer is the contract purchaser of the property located at 1200 Skokie Boulevard and legally described in ***Exhibit A*** to this Agreement ("***Property***"). Developer proposes to develop the Property as a Tesla sales, service, and delivery center for the sale, service, maintenance, test driving, charging, repair, delivery and storage of new and pre-owned Tesla automobiles and related parts and accessories and for general office purposes as well as those incidental activities necessary thereto, including, without limitation, parking oversized vehicles for the purpose of loading and unloading vehicles, supplies and materials, and parking for employees, customers and guests by Tesla, Inc., a Delaware corporation, or an affiliate which means an entity that controls, is controlled by, or is under common control with Tesla, Inc. (including without limitation a subsidiary, a parent or a subsidiary of a parent of Tesla, Inc.), or a successor to Tesla, Inc. by merger, consolidation or acquisition of all or substantially all of the assets or stock of Tesla, Inc. or all or substantially all of Tesla's real estate holdings, or a concessionaire, franchisee or licensee for the operation of any portion of the business to be conducted on the Property ("***Affiliate***") (***"Tesla SSD"***).

B. As of the date of this Agreement, automobile-related businesses remain a major source of sales tax revenue to the Village.

C. It is anticipated that the proposed Tesla SSD will generate substantial sales tax revenues for the Village.

D. In order to attract the Tesla SSD to the Village and ensure the viability and success of the Tesla SSD on the Property, Developer intends to construct a high-quality building consisting of 48,000 gross square feet of floor area and related structures, and make significant improvements to the Property, all at a substantial cost to Developer. There are several significant development-related costs associated with developing the Tesla SSD on the Property, including $1,600,000 of foundation and structure premiums required for rooftop parking and approximately $3,100,000 in site work ("***Improvements***"). In addition to the development costs, the current economic climate has resulted in the near doubling of construction loan interest costs and continued uncertainty in the real estate development market relative to interest rates, real estate taxes, supply chain disruptions and delays, and escalating material costs.

[1] All capitalized words and phrases throughout this Agreement have the meanings set forth in the preamble above and in Section 2 of this Agreement, or as elsewhere specifically defined in this Agreement. If a word or phrase is not specifically defined in this Agreement, it has the meaning ascribed to it in the Village Code, Zoning Code, or Subdivision Code.

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E. The Improvements to the Property and the operation of a Tesla SSD within the Village are expected to bring increased sales tax revenues for the Village which will assist the Village in providing essential municipal services to Village residents.

F. Tesla SSD's commitment to electric vehicles and renewable energy is compatible with and furthers the goals of the Village's Climate Action Plan.

G. The Village and Developer desire to enter into this Agreement to foster the development, long-term use, and operation of the Tesla SSD on the Property and to enable the further development of the surrounding areas in a manner that will enhance the business environment of the Village.

H. The use and development of the Property subject to this Agreement will:

1. create a significant amount of new job opportunities in the Village;

2. further the development of land adjacent to the Property;

3. facilitate the enhancement, improvement, and development of the Property that would not have occurred without an economic incentive agreement;

4. strengthen the Village's commercial sector;

5. enhance the Village's tax base; and

6. be in the best interests of the Village and its residents.

I. The Property has been vacant for several years.

J. The Village and Developer have determined that without this Agreement, the development of the Tesla SSD would not be possible.

K. The Village has determined that Developer meets high standards of creditworthiness and financial strength necessary to construct and realize the Tesla SSD.

L. The Village and Developer have the power and authority to enter into this Agreement pursuant to the Village's home rule authority and Section 8-11-20 of the Illinois Municipal Code (65 ILCS 5/ 8-11-20).

SECTION 2. DEFINITIONS. Whenever used in this Agreement, the following terms have the following meanings unless a different meaning is required by the context. All capitalized words and phrases throughout this Agreement have the meanings set forth in the preamble above and in this Section and the other provisions of this Agreement. If a word or phrase is not specifically defined in this Agreement, it has the meaning ascribed to it in the Village Code, Zoning Code, or Subdivision Code.

A. ***"Commencement Date"*** means the date established pursuant to Section 3.A of this Agreement.

B. ***"Corporate Authorities"*** means the President and Village Board of the Village of Northbrook, Cook County, Illinois.

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C. ***"Economic Incentive Payments***" means the payments to be made by the Village to Developer pursuant to Section 4 of this Agreement

D. ***"Force Majeure"*** means a strike, lockout, act of God, global, national or local pandemic or other factor beyond a party's reasonable control and reasonable ability to remedy; provided, however, that Force Majeure does not include (i) delays caused by weather conditions, unless those conditions are unusually severe or abnormal considering the time of year and the particular location of the subject property; and (ii) economic hardship, impracticability of performance, or commercial, economic, or market conditions.

E. ***"Gross Receipts"*** has the meaning ascribed to it in the Retailers' Occupation Tax Act.

F. ***"IDOR"*** means the State of Illinois Department of Revenue.

G. "***Maximum Total Incentive"*** means the maximum amount in Economic Incentive Payments that the Village will be required to remit to Developer under this Agreement as set forth in Section 4.A of this Agreement.

H. ***"Municipal Sales Tax"*** means that portion or component of the Sales Taxes generated by the Tesla SSD from sales on any portion of the Property that the Village actually receives from the State of Illinois.

I. ***"Parties"*** means the Village and Developer, collectively.

J. ***"Property Acquisition Date"*** means the date on which Developer acquires fee simple title to the Property and provides evidence of the same to the Village Clerk.

K. ***"Requirements of Law"*** has the meaning set forth in Section 4.E of this Agreement.

L. ***"Retailers' Occupation Tax Act"*** means the Illinois Retailers' Occupation Tax Act, 35 ILCS 120/1 *et seq.*, as the same has been, and may, from time to time hereafter be, amended.

M. ***"Sales Taxes"*** means only those taxes imposed and collected by the State of Illinois pursuant to the Retailer's Occupation Tax Act, the Service Use Tax Act, 35 ILCS 110/1 *et seq.*, the Service Occupation Tax Act, 35 ILCS 115/1 *et seq.*, and the Use Tax Act, 35 ILCS 105/1 *et seq.*, including, without limitation, any vehicle lease tax that is substituted, in whole or in part, for any or all of the foregoing.

N. ***"Sales Tax Year"*** means the period of time commencing on the Commencement Date and ending on the immediately following December 31; and each of the subsequent 12-month periods thereafter until the termination of the Economic Incentive Payments as set forth in Section 3.B of this Agreement.

O. ***"Tesla SSD Special Permit Ordinance"*** means that certain Ordinance 23-[INSERT] adopted by the Corporate Authorities on March 14, 2023, granting to Developer: (i) a special permit to allow the construction and operation of the Tesla SSD (SIC No. 5510.02); (ii) a special permit to allow wall signs above 20 feet in height; and (iii) a special permit to allow wall

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signs in excess of 100 square feet in area, as well as other variations, waivers, and exceptions required to permit the development and operation of the Tesla SSD on the Property.

SECTION 3. COMMENCEMENT AND TERMINATION OF ECONOMIC INCENTIVE PAYMENTS.

A. **Commencement**. The "***Commencement Date***" of the Economic Incentive Payments shall occur on, but not before, the date that is the last to occur of all of the following: (1) the Property Acquisition Date; (2) the completion of the construction by Developer of all of the Improvements on the Property in the manner required by the Tesla SSD Special Permit Ordinance; and (3) the date on which the Tesla SSD is open for business to the public, fully staffed and fixtured. In the event that the Commencement Date does not occur prior to June 30, 2025, then the Village will have the right to terminate this Agreement upon the provision of written notice to Developer without further obligation or liability under this Agreement.

B. **Termination**. The Village's obligation to make the Economic Incentive Payments will terminate on the date that is the earlier to occur of: (1) the date on which the Maximum Total Incentive has been paid by the Village to Developer; or (2) the date that is the 10th anniversary of the date on which the initial Economic Incentive Payment is made to Developer in accordance with Section 4 below (regardless of whether the Maximum Total Incentive has been paid to Developer).

SECTION 4. ECONOMIC INCENTIVE PAYMENTS.

A. **Maximum Total Incentive.** The maximum amount of Economic Incentive Payments that the Village will remit to Developer under this Agreement is $1,600,000.00 (***"Maximum Total Incentive"***).

B. **Village Payment.** After the Commencement date, the Village will make annual payments to Developer as follows:

1. For every $640,000.00 actually received by the Village in Municipal Sales Tax during a Sales Tax Year, the Village will pay Developer $320,000.00. In the event that the Village actually receives more than $1,280,000.00 in Municipal Sales Tax in a particular Sales Tax Year, the Village will pay Developer $640,000.00 for that Sales Tax Year. In no event shall the cumulative total of payments made by the Village to Developer exceed the Maximum Total Incentive.

2. No later than 30 days following receipt by the Village of the report from the IDOR which establishes the amount of Municipal Sales Tax generated and actually distributed to the Village by the IDOR, the Village will pay the applicable Economic Incentive Payment for that particular year to Developer, based on the records of the IDOR, but only to the extent that the Village actually receives Municipal Sales Taxes from the State of Illinois. If, for any reason, the State of Illinois fails to distribute the Municipal Sales Tax revenue to the Village in sufficient time for the Village to make the annual payments, the Village must provide notice of that fact to Developer. In that event, the Village will make the required Economic Incentive Payment no later than 30 days after the date on which the Village actually receives the Municipal Sales Tax revenue due the Village for the applicable year.

3. The Village shall review the sales tax reports and documents from the IDOR and so long as the conditions of Sections 4.B.1. and 4.B.2. of this Agreement have been met, the

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Village must make the determination that Developer has met the applicable Municipal Sales Tax revenue thresholds and must make the required payment to Developer. The Village shall take all actions necessary to obtain the sales tax reports and documents from the IDOR required for it to make the necessary determinations under this Agreement. Nothing contained in this Agreement is to be construed as requiring the Village to disclose or provide Developer with any tax information deemed confidential by the IDOR. The Village acknowledges that Developer is relying solely upon the Village's review of IDOR sales tax reports and documents in order to determine whether the applicable Municipal Sales Tax revenue thresholds have been met. The Village agrees to make available to Developer upon request any and all sales tax reports or documents relied upon by the Village that are not required by the IDOR to be kept confidential. In the event Tesla or its affiliate agrees to provide the Village or Developer with the IDOR sales tax reporting statements evidencing the amounts of Municipal Sales Tax generated by the Tesla SSD, then the Village agrees to rely upon those statements in making its determinations.

4. In the event the Maximum Total Incentive has not been reached prior to the termination date set forth in Section 3.B of this Agreement, the Village agrees to pay Developer 50% of the Municipal Sales Tax applicable to the final Sales Tax Year, whether or not a threshold of $640,000 of Municipal Sales Tax has been achieved; provided that in no event shall the cumulative total of all payments made by the Village to Developer exceed the Maximum Total Incentive.

C. **Change in the Law**.

1. In the event that the State of Illinois amends or repeals the Retailers' Occupation Tax Act or makes any other promulgation, enactment, or change that eliminates the distribution of Sales Taxes to the Village, or otherwise alters the distribution formula in a manner that prevents the Village from determining with a reasonable degree of certainty the amount of the Municipal Sales Tax (***"Change in Law"***), the provisions of this Agreement with regard to Municipal Sales Tax generated from the Property on or after the effective date of the Change in Law will automatically terminate and become null and void and be of no further force or effect, and the Village will have no obligation whatsoever to make any additional Economic Incentive Payments to Developer under this Agreement on or after the effective date of the Change in Law. However, if, at any time during the term of this Agreement, the State of Illinois effects another Change in Law that either results in the distribution of Sales Taxes to the Village or allows the Village to determine with a reasonable degree of certainty the amount of the Municipal Sales Tax, the provisions of this Agreement with regard to Municipal Sales Tax generated from the Property will automatically be reinstated and will continue through the remainder of the term of this Agreement, which shall be extended by such period of time as the Economic Incentive Payments were halted or suspended, subject to the Maximum Total Incentive set forth in Section 4.A of this Agreement.

2. If a Change in Law results in replacement taxes for the Sales Taxes directly resulting from Gross Receipts from the Property as contemplated hereunder, then, for purposes of this Agreement, the replacement taxes will be defined as Sales Taxes, subject in all respects to the Village's actual receipt of its portion of the replacement taxes, as contemplated herein.

3. If there is a Change in Law, the Parties will cooperate with each other to accomplish the intent of this Agreement as described in Section 1 of this Agreement.

D. **Limited Liability**. Notwithstanding any other provision of this Agreement to the contrary, the Village's obligation to pay the Economic Incentive Payments is not and will not be a

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general debt of the Village or a charge against its general credit or taxing powers, but is and will be a special limited obligation payable solely out of the Municipal Sales Tax actually received by the Village. Developer has and will have no right to, and agrees that it may not, compel any exercise of the taxing power of the Village to pay the Economic Incentive Payments, and no execution of any claim, demand, cause of action or judgment may be levied upon or collected from the general credit, general funds or other property of the Village, except for claims of willful misconduct or gross negligence. No recourse may be had for any payment pursuant to this Agreement against any past, present, or future director, member, elected or appointed officer, official, agent, representative, employee, or attorney of the Village in their individual capacity.

E. **Limitation on Payment of Economic Incentive Payments**. Developer acknowledges and agrees that the Property must be used and maintained in strict compliance with all applicable Village codes, ordinances, and regulations, including, without limitation, the Tesla SSD Special Permit Ordinance (collectively, the ***"Requirements of Law"***), and that if Developer fails to comply with the Requirements of Law or cure any defects within the time allowed herein or in the Requirements of Law, whichever is longer, or if there is an uncured violation of the Tesla SSD Special Permit Ordinance, the Village will have the right to suspend payment of the Economic Incentive Payments for the period that Developer is not in material compliance with the Requirements of Law, and the Village will have no further obligation to provide any Economic Incentive Payments to Developer until the Village determines in its reasonable discretion that Developer or the Property, as the case may be is in material compliance with the Requirements of Law, at which time all suspended payments will be remitted to Developer. A legal nonconformity created as a result of the Village's amendment to the Requirements of Law subsequent to the Commencement Date will not constitute a failure of Developer to comply with the Requirements of Law.

F. **Revocation of Tesla SSD Special Permit Ordinance**. This Agreement will terminate automatically and the Village will have no further obligations to make any Economic Incentive Payments in the event that the Tesla SSD Special Permit Ordinance is revoked or terminated in accordance with the terms and provisions of that Ordinance.

SECTION 5. FORCE MAJEURE.

Except as expressly provided to the contrary in this Agreement, whenever a period of time is provided for in this Agreement for any Party to perform any act or obligation, and that Party is unable to perform or complete the act or obligation because of a Force Majeure, then upon the occurrence of the Force Majeure, the time period for the performance and completion of the acts or obligations will be extended automatically for a reasonable time to accommodate the delay caused by the Force Majeure.

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SECTION 6. LITIGATION AND DEFENSE OF AGREEMENT.

A. **Litigation**. If, during the term of this Agreement, any lawsuits or proceedings are filed or initiated against either party before any court, commission, board, bureau, agency, unit of government or sub-unit thereof, arbitrator, or other instrumentality, that may materially affect or inhibit the ability of either party to perform its obligations under, or otherwise to comply with, this Agreement (***"Litigation"***), the party against which the Litigation is filed or initiated must promptly deliver a copy of the complaint or charge related thereto to the other Parties, and must thereafter keep the other Parties fully informed concerning all aspects of the Litigation.

B. **Defense**. The Parties must use their respective best efforts to defend the validity of this Agreement, and all ordinances and resolutions adopted and agreements executed by such party pursuant to this Agreement, including every portion thereof and every approval given, and every action taken, pursuant thereto. Each Party will have the right to retain its own independent legal counsel, at its own expense, for any matter. The Parties agree to reasonably cooperate with each other to carry out the purpose and intent of this Agreement.

SECTION 7. PAYMENT OF VILLAGE FEES AND COSTS.

In addition to any other costs, payments, fees, charges, contributions, or dedications specifically required by this Agreement, Developer must pay to the Village, as and when due, all application, inspection, and permit fees, all other fees, charges, and contributions required by applicable Village codes, ordinances, resolutions, rules, or regulations, and all third-party legal, engineering, and other consulting or administrative fees, costs, and expenses incurred or accrued in connection with the negotiation, preparation, consideration, and review of this Agreement.

SECTION 8. ENFORCEMENT.

A. **Enforcement.** The parties to this Agreement may, in law or in equity, by suit, action, mandamus, or any other proceeding, including without limitation specific performance (including, without limitation, payment by the Village to Developer of payments due to Developer under this Agreement), enforce or compel the performance of this Agreement; provided, however, that Developer agrees that it will not seek, and does not have the right to seek, to recover a judgment for monetary damages against the Village, or any past, present, or future director, member, elected or appointed officer, official, agent, representative, employee, or attorney, of the Village on account of the negotiation, execution, or breach of this Agreement. In the event of a judicial proceeding brought by one party to this Agreement against the other party to this Agreement pursuant to this Section, the prevailing party will be entitled to reimbursement from the unsuccessful party of all costs and expenses, including without limitation reasonable attorneys' fees, incurred in connection with the judicial proceeding.

B. **Notice and Cure.** Neither party may exercise the right to bring any suit, action, mandamus, or any other proceeding pursuant to Section 8.A of this Agreement without first providing written notice to the other party of the breach or alleged breach and allowing 15 days to cure the breach or alleged breach. If the breach cannot be cured within the 15-day period (***"Time for Cure"***), then the Time for Cure will be extended accordingly, provided that the notified party has promptly commenced to cure the breach within the Time for Cure and continued to prosecute the cure of the breach with diligence.

SECTION 9. NATURE, SURVIVAL, AND TRANSFER OF OBLIGATIONS.

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A. **Obligations.** The parties agree that all charges payable pursuant to this Agreement, together with interest and costs of collection, including attorneys' fees, constitute both the personal obligation of the party liable for its payment, and the successors of that party.

B. **Binding Effect.** Developer acknowledges and agrees that this Agreement is binding upon Developer, and any and all of its heirs, successors, permitted assigns, and successor owners of record of all or any portion of the Property.

C. **Transferee Assumption**. To assure that any potential heir, successor, or permitted assign has notice of this Agreement and the benefits and obligations created by it, Developer agrees to require, prior to the transfer of a legal or beneficial interest in all or any portion of the Property, the transferee to execute an enforceable transferee assumption agreement in a form acceptable to the Village Attorney (***"Transferee Assumption Agreement"***). The Village agrees that, upon a successor becoming bound to the personal obligation created in this Agreement in the manner provided, the liability of Developer or other predecessor obligor will be released to the extent of the transferee's assumption of liability. Developer agrees to notify the Village in writing at least 30 days prior to the date on which Developer proposes to transfer a legal or beneficial interest in all or any portion of the property to a transferee. Developer must, at the same time, provide the Village with a fully executed copy of the Transferee Assumption Agreement.

D. **Transfer Defined**. For purposes of this Agreement, the term "transfer" includes any assignment, transfer, sale, transfer to a receiver or to a trustee in bankruptcy, transfer in trust, or other disposition of the Property, in whole or in part, by voluntary or involuntary sale, foreclosure, restructuring, merger, sale and leaseback, consolidation, or otherwise.

SECTION 10. REPRESENTATIONS AND WARRANTIES.

In order to induce the Village to enter into this agreement and to adopt the ordinances and grant the rights herein provided for, Developer hereby warrants and represents to the Village as follows:

A. Developer is a duly organized, validly existing limited liability company in good standing under the laws of the State of Illinois.

B. Developer has the corporate authority and the legal right to make, deliver, execute, and perform this Agreement and has taken all necessary corporate, partnership, and venture actions to authorize the execution, delivery, and performance of this Agreement.

C. All necessary consents of any board of directors, shareholders, creditors, investors, partners, judicial, or administrative bodies, governmental authorities, or other parties including specifically, but without limitation, all secured parties regarding the execution and delivery of this Agreement have been obtained.

D. The consent or authorization of, filing with, or other act by or in respect of any governmental authority (other than the Village, and the State of Illinois with respect to distribution of Sales Taxes) is not required in connection with the execution, delivery, performance, validity, or enforceability of this Agreement.

E. The individuals executing this Agreement on behalf of Developer have the power and authority to execute and deliver this Agreement on behalf of Developer

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F. The execution, delivery, and performance of this Agreement: (i) is not prohibited by any Requirement of Law or under any contractual obligation of Developer; (ii) will not result in a breach or default under any agreement to which Developer is a party or to which Developer, in whole or in part, is bound; and (iii) will not violate any restriction, court order, or agreement to which Developer or the Property, in whole or in part, is or are subject.

SECTION 11. GENERAL PROVISIONS.

A. **Entire Agreement**. This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements and negotiations between the parties, whether written or oral, relating to the subject matter of this Agreement.

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

C. **Notices**. Any notice, communication, or demand required or permitted to be given under this Agreement must be in writing and must be delivered: (i) personally, (ii) by a reputable overnight courier, or (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. Unless otherwise provided in this Agreement, notices will be deemed received after the first to occur of: (a) the date of actual receipt; or (b) the date that is one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (b) the date that is three business days after deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section, each party to this Agreement has the right to change the address or the addressee, or both, for all future notices and communications to them, but no notice of a change of addressee or address will be effective until actually received.

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

Village of Northbrook
1225 Cedar Lane
Northbrook, Illinois 60062
Attention: Village Manager

With a copy to:

Elrod Friedman LLP
325 N. LaSalle St., Suite 450
Chicago, Illinois 60654
Attention: Steven M. Elrod, Village Attorney

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

1000 Skokie SSD LLC
100 S. Wacker Drive, Suite 2100
Chicago, Illinois 60606
Attention:

With a copy to:

Thompson Coburn LLP

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55 East Monroe Street, 37th Floor
Chicago, Illinois 60603
Attention: Katriina S. McGuire

D. **Governing Law**. This Agreement is to be governed by, and enforced in accordance with, the internal laws, but not the conflict of laws rules, of the State of Illinois.

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

F. **Time of Essence**. Time is of the essence in the performance of this Agreement.

G. **No Third-Party Beneficiaries**. Except as expressly provided in this Agreement, no claim as a third-party beneficiary under this Agreement by any person, firm, or corporation may be made or will be valid against any Party.

H. **Severability.** If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions will remain in full force and effect and will in no way be affected, impaired, or invalidated.

I. **Calendar Days and Time.** Unless otherwise provided in this Agreement, any reference in this Agreement to "day" or "days" means calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Agreement falls on a Saturday, Sunday, or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday, or federal holiday.

J. **Counterparts**. This Agreement may be executed in several counterparts, each of which, when executed, is to be deemed to be an original, but all of which together constitute one and the same instrument.

K. **Waiver.** None of the Parties are or will be under any obligation to exercise any of the rights granted to them in this Agreement except as it determines to be in its best interest from time to time. The failure of any Party to exercise at any time any of those rights is not to be deemed or construed as a waiver of that right, nor will the failure void or affect that Party's right to enforce those rights or any other rights.

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

M. **Consents.** Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent must be in writing.

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[SIGNATURE PAGE TO FOLLOW]

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date set forth on the first page of this Agreement.

ATTEST:

VILLAGE OF NORTHBROOK, an Illinois home rule municipality

_____
Village Clerk

_____
Village President

ATTEST:

1000 SKOKIE SSD LLC, an Illinois limited liability company

By: _____

Its: _____

By: _____

Its: _____

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ACKNOWLEDGEMENTS

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

This instrument was acknowledged before me on _____, 2023 by Kathryn Ciesla, the Village President of the **VILLAGE OF NORTHBROOK**, an Illinois home rule municipal corporation, and by Debra J., Ford, the Village Clerk of said municipal corporation.

Notary Public

My Commission Expires:

(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____, personally known to me to be the _____ of **1000 SKOKIE SSD LLC**, an Illinois limited liability company, and _____, personally known to me to be the _____ of said company, appeared before me this day in person and acknowledged that as such _____ and _____, they signed and delivered said instrument as their free and voluntary act and as the free and voluntary act of **1000 SKOKIE SSD LLC**, for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 2023.

Notary Public

My Commission Expires:

(SEAL)

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EXHIBIT A

Legal Description of the Property

LOT 3 IN THE FINAL PLAT OF LIFE TIME SUBDIVISION, BEING A SUBDIVISION OF THAT PART OF THE SOUTHEAST 1/4 AND THAT PART OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 12, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 1635422069.

P.I.N.s: 04-12-312-002-0000

Commonly known as 1200 Skokie Boulevard, Northbrook, Illinois

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MEMORANDUM
VILLAGE OF NORTHBROOK
VILLAGE MANAGER'S OFFICE

TO: CARA PAVLICEK, VILLAGE MANAGER

FROM: MADELINE FARRELL, DEPUTY VILLAGE MANAGER

DATE: March 14, 2023

SUBJECT: A RESOLUTION APPROVING THE FY 2023-2024 VEHICLE STICKER DESIGNS

All motor vehicles owned by a Village resident or by a person or entity (including associations, clubs, societies, firms, partnerships, and bodies politic and corporate) having its primary place of business in the Village require a Village vehicle sticker. Each year, the Village offers two vehicle stickers: 1) a "regular" sticker and 2) a "special" sticker.

The regular sticker does not require a donation and is historically associated with a Village service, partnership or initiative. In recent years this sticker has been: Live Shop Dine, Women's Vote Centennial, Say No to Plastics, and Northbrook Days. Funds collected from this sticker are the considered a wheel tax and are a General Fund revenue supporting a small portion of costs of road maintenance. Staff recommends using the Village's new logo for this sticker.

The special sticker is reserved for those who "donate" at least $20 to receive the alternative design. Prior to COVID, these special stickers were related to 4th of July and donations were used to offset the cost of fireworks. Donations averaged $25,600 from FY16/17 to FY19/20. Recently, the special sticker has been as follows:

- In FY20/21, the special sticker was the Northbrook Strong graphic and the $70,000 in donations went to mental health organizations.
- In FY21/22, the special sticker used the CATCH Design (as requested during the contributions process) and the $44,500 in donations went to Youth Services, Josselyn, Total Link2, CATCH, Senior Center, and Family Service Center.
- In FY22/23, the special sticker highlighted the Angel Fund and the $45,500 in donations went to the Police Department Angel Fund.

This year, the Contribution requests have been received and as part of the Northbrook Historical Society's request, they have asked to be considered as the subject of the FY23/24 Village vehicle sticker to honor the Society's 50th Anniversary, which is observed on March 18, 2024. While not stated explicitly in the application for a contribution, staff understands this to be a request for the "special" sticker which is available to those who donate $20+ with their vehicle sticker purchase.

Resolution (ID # 6600)

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 FY 2023-2024 Vehicle Sticker Designs

is hereby adopted, as follows:

Section 1. BACKGROUND.

All motor vehicles owned by a Village resident or by a person or entity (including associations, clubs, societies, firms, partnerships, and bodies politic and corporate) having its primary place of business in Northbrook require a Village vehicle sticker. Each year, the Village offers a “regular” sticker and a donation-based “special” sticker. The "regular" sticker does not require a donation and is historically associated with a Village service, partnership or initiative. The “special” sticker is reserved for those who donate at least $20 to receive the alternative design.

Prior to COVID, these “special” stickers were related to 4th of July and donations were used to offset the cost of fireworks. Recently, the “special” stickers have utilized the Northbrook Strong graphic with donations going to mental health organizations, utilized CATCH’s design with donations going to Youth Services, Josselyn, Total Link2, CATCH, Senior Center, and Family Service Center, and highlighted the Angel Fund with donations going to the Police Department Angel Fund.

The Village President and Board of Trustees have considered the requests to highlight the new brand with the “regular” sticker and the Northbrook Historical Society with the “special” sticker. The Village President and Board of Trustees now desire to memorialize the FY23/24 vehicle sticker design concepts.

Section 2. APPROVAL OF VEHICLE STICKER DESIGNS.

The Village Board hereby approves the proposed FY23/24 vehicle sticker design concepts. The Village staff are hereby directed to move forward with the annual vehicle sticker process.

Section 3. EFFECTIVE DATE.

This Resolution shall be in full force and effect from and after its passage and in the manner provided by law.

Scheduled: 3/14/2023

ATTEST:

_____
Village President

_____
Village Clerk

MEMORANDUM
VILLAGE OF NORTHBROOK
DEVELOPMENT AND PLANNING SERVICES

TO: CARA PAVLICEK, VILLAGE MANAGER

FROM: TESSA MURRAY, SUSTAINABILITY COORDINATOR

DATE: March 14, 2023

SUBJECT: SUSTAINABILITY COMMISSION RECOMMENDATION ON GAS POWERED 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 Final Report identifies potential policies and best practices to consider, should it be determined that gas-powered leaf blower regulations are appropriate for Northbrook.

At their January 10 meeting, the Village Board of Trustees directed the Sustainability Commission to review the Final Report and provide the Village Board with recommendations related to the second Policy Option outlined in the document. Policy Option 2 is as follows:

> An 8-week window during the fall clean-up season (October 1 - November 30) and 4-week during the spring clean-up season (April 1 - April 30) when gas-powered leaf blowers may be utilized. Gas-powered leaf blowers would be banned for 9 months of the year, during the summer and winter months.

The Village Board requested that the Sustainability Commission provide recommendations for implementation, messaging and outreach, and potential incentive programs to ensure equitable adoption of alternative equipment related to such a policy.

The Sustainability Commission discussed considerations at their January and February meetings, and ultimately provided the following list of recommendations.

<u>Policy Implementation</u>

1. The Commission supports Policy Option 2 for a nine-month ban on gas-powered leaf blowers to maintain consistency with neighboring communities. If the Board decides to adopt this regulation, allow for a two-year timeframe before the regulation goes into effect. This may reduce the economic impact on the community, and gives additional time for public education and technology advancements to improve alternative equipment.

Enforcement

2. Use civilian enforcement during the months in which gas-powered leaf blowers are banned through code officers, such as is practice in Highland Park and Lincolnwood. Enforcement is largely complaint-based.

3. Begin to require landscaper registration in the Village in advance of the effective date of gas-powered leaf blower regulation.

    a. Collaborate with surrounding communities to create a list of landscapers working in the area to reach out to for registration.

    b. Should the regulation be consistent with neighboring communities, allow for a universal license application to streamline landscape contractors' ability to apply to multiple municipalities.

    c. To assist with enforcement, provide vehicle stickers to be required as identifying information for registered landscapers.

4. Once effective, any person found in violation of the gas-powered leaf blower ordinance may be sent a warning letter upon first offense. If a violator is subject to a complaint a second time, the violator would receive a citation by the Village.

5. If the violator is a landscaper, notice letters should be sent to the address of the landscaping company rather than that of the individual operator. As well, property owners should be alerted if their landscape company is cited and/or fined as a result of violating the gas powered leaf blower ordinance.

Exemptions

6. The Final Report calls out several professional users of gas-powered leaf blowers that are often exempted from regulations, such as Park Districts and golf courses. The Northbrook Park District provided comments stating they should be exempted from any regulation due to the lack of a suitable replacement to gas-powered equipment (in terms of blowing force) to manage the size and scope of their operations in keeping with the current standard of property maintenance. The Commission does not recommend including such exemptions.

Financial Incentives

7. To help subsidize the substantial cost burden of electric leaf blowers, the Commission suggested that the Village should consider creating an incentive program either through reimbursements or partnerships with local retailers for vouchers. A rebate may provide up to $50 per household or business for purchasing a tool. If a licensing fee is charged for landscaper registrations, this fee may be waived for companies that commit to year-round use of electric equipment for an additional incentive.

Messaging, Outreach, and Communications

8. Effective implementation should include disseminating information related to the policy and its intention via e-news, print newsletters, lawn signs, and on social media. Content should include research-backed information on the dangers of gas-powered leaf blowers from multiple angles (the pollution aspect, health risks, and threat to ecosystems). Health risks to operators should be highlighted. Additionally, the Village may partner with schools to create a poster competition for school students' involvement.

Other Considerations

9. Given that the start of spring and fall cleanup seasons may vary each year due to weather conditions, any potential ordinance that regulates gas-powered leaf blowers should include a statement such as: in the event of a storm, seasonal anomaly, or other emergency, upon determining that it is in the best interest of the safety and welfare of the Village, the Village Manager may alter or waive enforcement of the foregoing restrictions.

10. To avoid unintended consequences and/or loopholes of a gas-powered leaf blower regulation, a definition of gas-powered leaf blowers should include any backpack-mounted, wheel-mounted or handheld tool, as well as electric leaf blowers connected to portable gasoline-powered electric generators.

11. While restricting use of gas-powered leaf blowers may be an effective initiative to align Northbrook with some neighboring communities, further assessment may be necessary to reach the ultimate goals for promoting environmental health and pollinator habitat. For this reason, the Commission recommends incorporating language such as "following the first three years the ordinance is in effect, the Village and the Sustainability Commission should review the program and provide a report to the Village Board, to allow the Village Board to determine whether to alter, expand, or replace the program."

The Commission recommends revisiting the policy after three years, and assessing the below items at that time:

a. To correspond with pollinator conservation efforts that protect spring-nesting backyard wildlife, expansion to a 10-month gas-powered leaf blower ban from (December

through September) should be considered. Allowing gas-powered leaf blowers during the spring cleanup season may be in conflict with other sustainability initiatives.

b. The Commission hopes the Village will consider: 1) regulating leaf blowers with an emissions classification rather than gas vs. electric (e.g. allowing 4-stroke gas engines but not 2-stroke); 2) regulating leaf blowers by noise level (e.g. banning all gas and electric leaf blowers above 65 decibels); and 3) an eventual phase-out of all leaf blowers.

MEMORANDUM
VILLAGE OF NORTHBROOK
DEVELOPMENT AND PLANNING SERVICES DEPARTMENT

TO: SUSTAINABILITY COMMISSION
FROM: TESSA MURRAY, SUSTAINABILITY COORDINATOR
DATE: JANUARY 19, 2023
SUBJECT: CONSIDERATION TO REGULATE GAS-POWERED 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.

Currently, the only restriction on the use of leaf blowers in Northbrook is in the form of a noise ordinance that limits the hours of use of leaf blowers without completely banning their use. This noise ordinance specifies that power landscape equipment is allowed between 7:30 a.m. to 8:00 p.m. on Mondays through Fridays, and between 9:00 a.m. to 7:00 p.m. on Saturdays, Sundays and nationally recognized holidays. Northbrook does not currently require landscaping companies to register to do business in the Village.

At their January 10 meeting, the Village Board of Trustees directed the Sustainability Commission to review the Final Report of Regional Leaf Blower Working Group and provide the Village Board with feedback related to Option 2, with specific recommendations for implementation, messaging and outreach, and potential incentive programs to ensure equitable adoption of alternative equipment. Option 2 was selected by members of the Working Group that do not have existing restrictions in place as the most appropriate starting point for consideration.

Attachment: 1- SC Memo and Minutes 1-19-23 (6578 : Sustainability Commission Recommendation on Gas Powered Leaf Blowers)

The Sustainability Commission is expected to review the Final Report with particular attention to how the Village may implement policy Option 2. Should the Commission collectively oppose leaf blower recommendations, the Village Board still seeks feedback on Option 2 as the direction for next steps forward.

The list below details specific items to consider regarding implementation recommendations. The Commission is asked to return its feedback no later than March 1, 2023.

Implementation Item Consideration List

1) Phase-out period:
   a) 1 year, 3 year, 5 year
2) Enforced by:
   a) Police; this option is utilized by majority of municipalities with regulations in our area
   b) Code enforcement; this option is utilized in two communities in the Chicagoland area who utilize police in addition to Code Enforcement measures
3) Landscaper registration:
   a) Allow reciprocal acceptance of landscape licenses from other communities?
   b) Require copy of vehicle list and/or marked vehicles? (Such as Evanston's policy)
   c) Revoke license if company is found in violation "X" number of times? What should that number be?
4) Citation process
   a) Warning via written violation letter sent upon first offense, then fined? (Such as the majority of municipalities with regulations in our area other than Glencoe and Wilmette)
   b) $100 fine for second offense? Increase if repeat offenders? (Such as the majority of municipalities with regulations in our area)
   c) Revoke license if violate "X" number of time? (only possible if landscapers required to register)
   d) Revoke fine if presented with proof of purchase of electric? (Such as Wilmette's policy)
5) Citation target
   a) Companies, not individual employees? (Such as is policy in Highland Park, Glencoe, and Wilmette)
6) Exemptions
   a) Park districts (Such as is policy in Wilmette)
   b) Golf courses (Such as the majority of municipalities with regulations in our area)
   c) Professional applications such as:
      i) Roof gutter cleaning (Such as is policy in Highland Park and Wilmette)
      ii) Use in paving/repair/patching (Such as is policy in Evanston, Highland Park, and Wilmette)
7) When GPLB are allowed (e.g. fall and spring if Option 2 is selected), what days/hours shall be permitted?
   a) 9-5 Monday thru Friday? (Such as the majority of municipalities with regulations in our area)
   b) Shorter timeframes for Saturdays, Sundays, and holidays? (Such as the majority of municipalities with regulations in our area)
8) Additional specifications to consider:
   a) Intake process where violations may be reported through use of videos or photos
   b) Inclusion of electric blowers powered by portable gas generator in ban (Such as is policy in Kenilworth and Wilmette)
9) Incentive program recommendations
   a) As is calculated on page 7 of the Final Report, it costs $11,225 to fully outfit one two-person crew
   b) Best practices for potential buyback programs are listed on page 10 of the Final Report
10) Education, messaging and outreach recommendations
   a) Refer to Appendix B of the Final Report for sample communications materials

Attachment: 1- SC Memo and Minutes 1-19-23 (6578 : Sustainability Commission Recommendation on Gas Powered Leaf Blowers)

APPROVED MINUTES OF THE
COMMUNITY SUSTAINABILITY COMMISSION
VILLAGE OF NORTHBROOK
JANUARY 19, 2023

Pro-tem Chairperson Weiss called the meeting to order at 5:32 p.m. in the Village Hall, Terrace Room. Present were Members Rod Burton, Becky Lee, Aaron Stash, Ethan Stepen

Also Present: Sustainability Coordinator Liaison Tessa Murray; Director of Development & Planning Services Michaela Kohlstedt

Late: Jeremy Reynolds (5:40), Sandra Dold (5:45)

Absent: Ying Wang

Guests: Jill Franklin, Shital Pandit, Kelly Durov

Review and Approval of Minutes
A motion was made to approve the November 17, 2022 draft Sustainability Meeting Minutes by Member Lee and seconded by Member Burton. The motion passed by voice vote.

Hear from the Audience
None

Community Planning Report
The Board of Trustees will be holding a Community and Sustainability Committee Meeting on January 24, 2023. They will discuss the Climate Action Plan Priorities and Single-Use Bag Tax.

Community Moment Assignments
Liaison Murray stated that the Sustainability Committee needs topic ideas and volunteer speakers for four dates to present the Community Moment at the beginning of the Board of Trustee meetings. It was decided that:

February 7, Member Lee – Recycling
March 14, Member Stash – Food waste action month
April 25, Chairman Reynolds – Earth month, Arbor Day
May 23, to be decided – Bicycle month

The presenters and topics for the months of May, June and July will be discussed at next month's meeting. Presentations should last not more than five minutes.

Gas-Powered Leaf Blower Regulations Update
The Group Working Report on Leaf Blowers was published in December 2022. The report findings are included in the packet. The Board reviewed the final report on January 10, 2023. The Board requests feedback from the Sustainability Committee on policy details.

Attachment: 1- SC Memo and Minutes 1-19-23 (6578 : Sustainability Commission Recommendation on Gas Powered Leaf Blowers)

Four potential pathways were presented in the report. The Board selected 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. The recommendations from the Sustainability Commission are due March 1, 2023.

Liaison Murray presented the following considerations for membership to discuss:

1 – Phase-out period:

a) 1 year, 3 year, 5 year

Response:
Member Dold – 1 year
Member Weiss – 3 years, due to the big financial burden on businesses. It is a big ask.
Member Lee – 1 year, starting with municipal
Member Stash – 1 year
Member Burton - 3-5 year implementation due to the cost burden and paperwork
Chairman Reynolds – 3 years with incentive for early compliance

2 – Enforcement procedure

a) Police
b) Code Enforcement
c) Combination of both

Response:
Membership was in agreement that it should be code enforcement responding to complaints.

3 – Landscaper registration procedure

Response:
Membership agreed the Village should register landscapers, and collaborate with surrounding communities to create a list of landscapers working in the area to reach out to for registration. The registration form should include an acknowledgement of the GPLB regulation, and a requirement for at least one marked vehicle to be present with indication of the name of the landscaping company while doing business in the Village.

4 – Citation process

Response:
Membership agreed first-time violators should not be fined but rather sent a warning letter. If a violator is subject to a complaint a second time, the violator is to be fined.

5 – Citation target

Response:
Membership is unanimous in their vote for no exemption for homeowners.

Attachment: 1- SC Memo and Minutes 1-19-23 (6578 : Sustainability Commission Recommendation on Gas Powered Leaf Blowers)

6 – Exemptions

a) Park District
b) Golf courses
c) Roof gutter cleaners
d) Paver/Repair/Patching contractors

Response:
Membership requests more information from the Park District and golf courses. Membership is unanimous in their vote for no exemption for 6c or 6d.

7 – When Gas Powered Lawn Blowers (GPLB) are allowed (e.g. fall and spring, if Option 2 is selected) what days/hours shall be permitted?

Response:
The Commission recommends a continuation of the current noise ordinance in terms of what times of days to allow leaf blower operation: 7:30 a.m. to 8:00 p.m. on Mondays through Fridays, and 9:00 a.m. to 7:00 p.m. on Saturdays, Sundays and nationally recognized holidays.

8 – Additional specifications to consider:

a) Intake process where violations may be reported through use of videos or photos
b) Inclusion of electric blowers powered by portable gas generator in ban

Response:
The majority of Commissioners agree that the Village may want to look into reporting violations via photos/videos. The majority of Commissioners agree with the inclusion of electric blowers powered by portable gas generator in the seasonal ban.

9 – Incentive program recommendations
Liaison Murray referred to page 7 of the Final Report that it costs total approximately $11,225 to fully outfit one two-person crew. Membership had a short discussion on the amount of $11,225 and what it included. Some members felt this was a very large amount of money.

Liaison Murray noted page 9 of the Final Report lists considerations for incentive programs. She asked that membership come prepared for the next meeting.

10 – Education, messaging and outreach recommendations
Liaison Murray referred slides that were displayed at the meeting. Member Burton likes the Village newsletter and social media. Member Lee likes lawn signs and a combination of everything that includes door hangers and information for landscapers. She wants to focus on noise pollution and the environment. Member Stash agreed. Membership wants to emphasize the pollution associated with GPLB.

Member Burton will not be at the next meeting. His paperwork for new technology will be in the DropBox. Member Burton stated that there are new gas powered efficient blowers on

Attachment: 1- SC Memo and Minutes 1-19-23 (6578 : Sustainability Commission Recommendation on Gas Powered Leaf Blowers)

the market that are 4 cycle with 65 decibels. He states we have to allow for improvements in technology.

Old Business
None

New Business
Member Stash asked if the Village will proceed with No Mow May for 2023. Liaison Murray stated that this is a great conversation starter. Member Stash stated that Spring Yard Cleanup and No Mow May are a contradiction of each other. Liaison Murray stated that many residents voiced opinions on No Mow May last year.

Remarks for the Good of the Order
None

Next Scheduled Meeting
The next regular meeting of the Sustainability Commission is scheduled for Thursday, February 16, 2023 at 5:30 p.m.

Adjourn
A motion was made by Member Stash and seconded by Member Weiss at 7:27 p.m. to adjourn the Sustainability Commission January 2023 meeting. The motion passed by voice vote.

Respectfully submitted,
/s/ Sue Anetsberger
Recorder

Attachment: 1- SC Memo and Minutes 1-19-23 (6578 : Sustainability Commission Recommendation on Gas Powered Leaf Blowers)

MEMORANDUM
VILLAGE OF NORTHBROOK
DEVELOPMENT AND PLANNING SERVICES DEPARTMENT

TO: SUSTAINABILITY COMMISSION
FROM: TESSA MURRAY, SUSTAINABILITY COORDINATOR
DATE: FEBRUARY 28, 2023
SUBJECT: CONSIDERATION TO REGULATE GAS-POWERED 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 (GPLB's). The Working Group is made up of representatives from eleven north suburban municipalities plus several community stakeholders.

The Working Group's Final Report 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.

Option 2 was selected by members of the Working Group that do not have existing restrictions in place as the most appropriate starting point for consideration.

At their January 10 meeting, the Village Board of Trustees directed the Sustainability Commission to review the Final Report of Regional Leaf Blower Working Group and provide the Village Board with feedback related to Option 2, with specific recommendations for implementation, messaging and outreach, and potential incentive programs to ensure equitable adoption of alternative equipment.

The Commission is asked to return its feedback no later than March 1, 2023.

At the January 19 Sustainability Commission meeting, membership started discussing their recommendations regarding Option 2. The list below details specific items to consider regarding implementation recommendations. *Statements in italics indicate the recommendations decided upon at the Commission's January meeting.* ***Statements in bold indicate requests for further information raised at the Commission's January 19 meeting, and items to be discussed further at the Commission's February meeting.***

1) Phase-out period of 1 year, 3 years, or 5 years?

The Commission was split 50-50 between recommending a 1-year or 3-year timeframe between Board adoption and effective date of GPLB regulation. An alternative approach the Commission may consider is

Attachment: 2- SC Memo 2-28-23 (6578 : Sustainability Commission Recommendation on Gas Powered Leaf Blowers)

a phase-out period in which the effective date for operators on publicly-owned lands is sooner than for private properties, for example.

2) Enforcement recommendation?

The Commission recommends using civilian enforcement.

The Commission requested more information from the Village to assess the feasibility of enforcing the regulation using Code Officers that respond to complaints:

Highland Park and Lincolnwood are examples of municipalities that enforce GPLB regulations via Code Officers rather than Police. Both ordinances ban GPLBs from May 15-October 1.

In Lincolnwood, it is the responsibility of the code enforcement officer to enforce their GPLB restriction. When a complaint is received, this officer will stop by the site of the complaint and explain the ordinance to the homeowner or contractor. If a complaint is made on a weekend, they will follow up on the next occurring business day and let the resident know so they may inform their contractor.

A citation and fine is issued to second-time violators only if the officer is present at the time of the violation to witness and confirm that a GPLB was used.

In Highland Park, it is the responsibility of the property maintenance inspector to follow up on complaints and write citations. The property maintenance inspector's job entails patrolling the city for the majority of the day every day to ensure property maintenance code compliance.

When a complaint is called in, their property maintenance inspector heads to the scene and collects date-and-time-stamped photos of 1) the violator with the blower and 2) the drivers license of the violator. If police officers notice someone in violation of the GPLB restriction while on patrol, they will take photos for the inspector to follow up.

Highland Park requires landscapers to be licensed with the city and provides each business with as many vehicle stickers as requested for their fleet. The property maintenance inspector will check the vehicle of the violator to confirm they are licensed with the city. If they are not, they will receive a ticket for doing business without a license. They have seven days to register with the city without penalty before a fine is issued.

First offenders receive a warning notice written on a carbon copy form that documents their name, company, and the address in which violation occurred.

Second notices are a citation with direction to appear in court, sent via certified mail. If the violator appears at the court date they are typically charged the minimum fine of $100. If the violator does not appear in court they are typically charged the maximum fine of $300.

Highland Park staff describe enforcement of their GPLB ordinance as mostly complaint-based, however two times a year their inspectors will conduct a sweep in which they spend a whole day traveling around town to check for violators of this ordinance.

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If a complaint is called in and the violator is no longer present upon arrival, the inspector will return next week at the same time and day of the week and will usually find the violator as they maintain regular work schedules.

3) Landscaper registration process:

The Commission recommends the Village should register landscapers, and collaborate with surrounding communities to create a list of landscapers working in the area to reach out to for registration.

The Commission recommends a Contractor Business License Application form to include an acknowledgement of the GPLB regulation, and a requirement for at least one marked vehicle to be present with indication of the name of the landscaping company while doing business in the Village.

4) Citation process

The Commission recommends that any person found in violation of the GPLB ordinance is sent a warning letter upon first offense.

If a violator is subject to a complaint a second time, the violator is to receive a service of summons for citation by the Village.

The Commission requests more information to be collected about the Wilmette's policy to revoke the fine if presented with proof of purchase of an electric blower: their ordinance states first-time violators are to be fined $75. This is waived for first-time violators only if they provide a receipt of purchase.

5) Citation target: companies, not individual employees?

The Commission recommends specifying that if the violator is a landscaper, notice letters will be sent to the address of the landscaping company rather than that of the individual operator.

The Commission recommends alerting the homeowner or property owner if their landscape company is cited and/or fined as a result of violating the GPLB ordinance.

6) Exemptions

The Commission does not recommend exemptions for roof gutter cleaning or patch/pavement repair services on private properties.

The Commission requests more information regarding why golf courses and Park Districts tend to be exempted from GPLB regulations in our area:

Evanston, Glencoe, Lincolnwood, and Wilmette exclude both golf courses and Park District properties from their regulations. Highland Park and Winnetka exclude golf courses but not Park District properties from their regulations.

Following discussions with surrounding communities, staff found there is consensus that this exemption results from the lack of a suitable replacement to GPLBs (in terms of blowing force) to manage the size and scope of Park District operations in keeping with the current standard of property maintenance,

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especially for golf courses. Golf courses are expected to remain leaf-free to preserve turf health and avoid large accumulations causing an impediment to movement of the golf ball.

Blowers are used daily to maintain athletic fields, playgrounds, walking paths, parking lots, pool decks, and golf courses. In Northbrook, the Park District manages 511 acres of land, including 2 golf courses.

7) Allowable time of use

When GPLB would be allowed according to Option 2 of the proposed policies, the Commission recommends a continuation of the current noise ordinance in terms of what times of days to allow leaf blower operation: 7:30 a.m. to 8:00 p.m. on Mondays through Fridays, and 9:00 a.m. to 7:00 p.m. on Saturdays, Sundays and nationally recognized holidays.

8) Financial incentives

The Commission did not have enough time at the last meeting to begin discussing this item. The Commission will be expected to prepare a recommendation related to how the Village may implement a program to incentivize battery-operated equipment. Page 9 of the Final Report lists best practices for buyback programs.

The Commission will want to consider recommendations regarding who should be eligible for a buyback incentive (residents only, residents and businesses, small businesses only, etc.)

The Commission may also provide a recommendation on the level of subsidy that should be provided to make a significant impact (50%, 70% of retail price of tool, or of tool plus 2-3 batteries and chargers per tool).

9) Messaging, outreach, and communications

The Commission recommends disseminating information related to the policy and its intention via e-news, print newsletters, lawn signs, and on social media.

The Commission recommends sharing information on the dangers of GPLB from multiple angles (the pollution aspect, health aspect, and threat to ecosystems). Health risks to operators should be highlighted.

The Commission suggested a poster competition for school students' involvement.

10) Additional considerations

The Commission recommends inclusion of the following statement in any potential ordinance that regulates GPLBs: "In the event of a storm, seasonal anomaly, or other emergency, upon determining that it is in the best interest of the safety and welfare of the village, the village manager may postpone or waive enforcement of the foregoing restrictions."

The Commission also recommends the following definition for what the ordinance prohibits seasonally: The use of any gasoline-powered leaf blower, whether backpack-mounted, wheel-mounted or handheld, which includes electric leaf blowers connected to portable gasoline-powered electric generators."

Attachment: 2- SC Memo 2-28-23 (6578 : Sustainability Commission Recommendation on Gas Powered Leaf Blowers)

If time allows at the February Commission meeting, membership requests revisiting other policy options beyond Option 2. Commissioners stated interest in policy Option 3 (a 10-month ban on GPLB) and looking into alternative options.

Attachment: 2- SC Memo 2-28-23 (6578 : Sustainability Commission Recommendation on Gas Powered Leaf Blowers)

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

Attachment: 2- SC Memo 2-28-23 (6578 : Sustainability Commission Recommendation on Gas Powered Leaf Blowers)

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://agza.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."

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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.

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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.

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    - 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.

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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.

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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.

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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):	$99.99 each
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.

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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:

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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 to12 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.

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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

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Appendix A

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

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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.



(Variable copy area for sponsor info)

Attachment: 2- SC Memo 2-28-23 (6578 : Sustainability Commission Recommendation on Gas Powered Leaf Blowers)













Attachment: 2- SC Memo 2-28-23 (6578 : Sustainability Commission Recommendation on Gas Powered Leaf Blowers)



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 policia.

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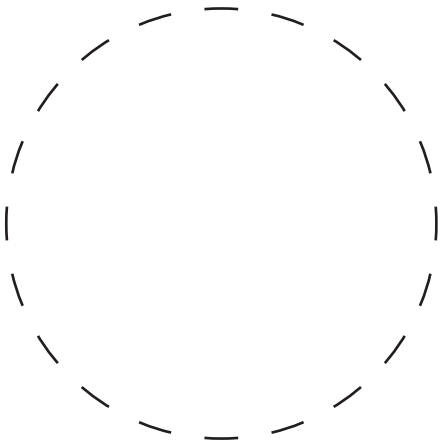
NOTICE



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)

Attachment: 2- SC Memo 2-28-23 (6578 : Sustainability Commission Recommendation on Gas Powered Leaf Blowers)

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(Variable copy area for sponsor info)

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(Variable copy area for sponsor info)

Obey the law and be a good neighbor. Gas 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

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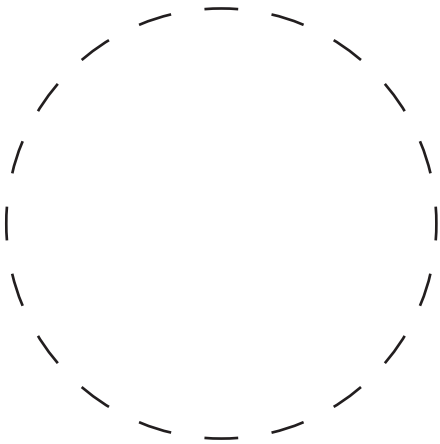
(Variable copy area for sponsor info)

NOTICE



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(Village or Police Department logo)

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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.

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Technical Note

ARUP

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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Technical Note

261937-00 July 16, 2018

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 L_{90}, L_{EQ}, L_{10} and other filtered results to best ensure that extraneous noise from the community was not a significant impact on the results. The L_{90} 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 L_{50}, will indicate higher noise values than the data presented here as L_{90} values. See the Appendix at the end of this note for definitions of L_{EQ}, L_{50}, and L_{90}

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 us 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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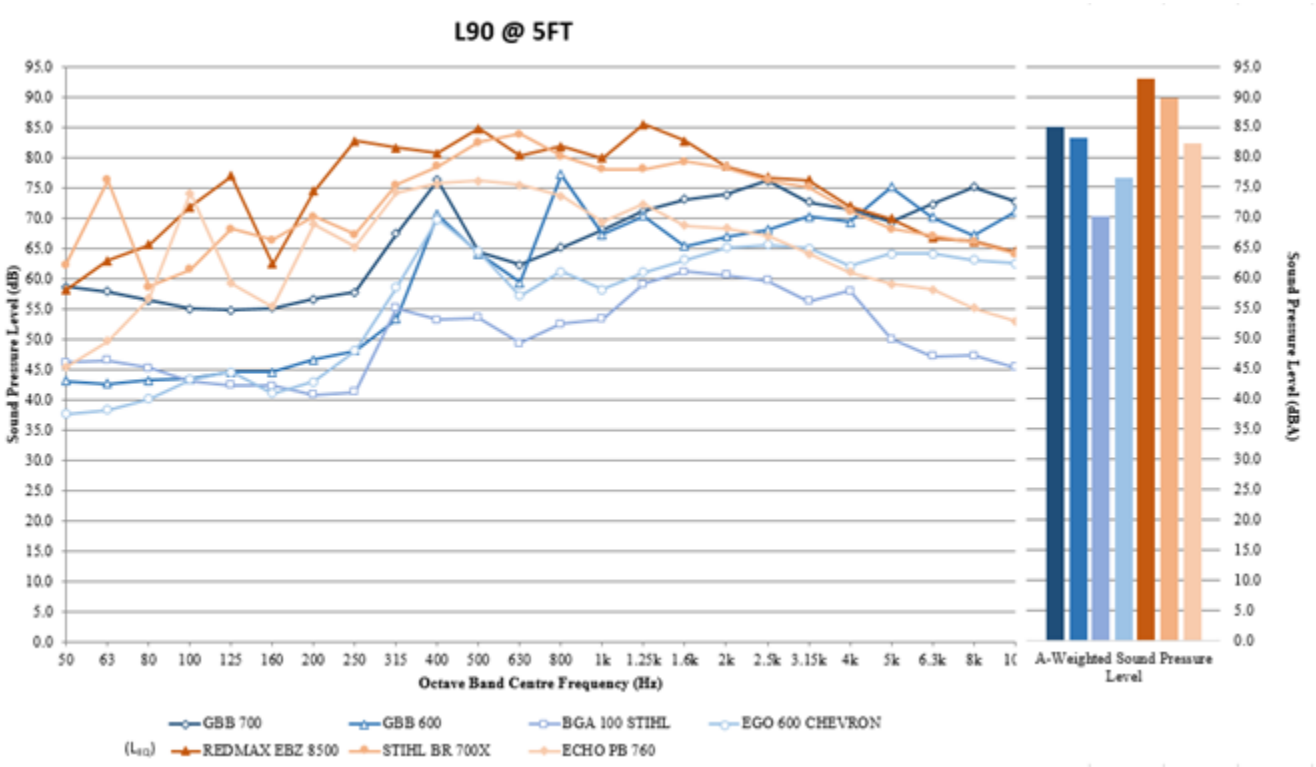
3 Results

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 L_{90} result.

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Figure 2: Sound Pressure Levels measured at 50 feet

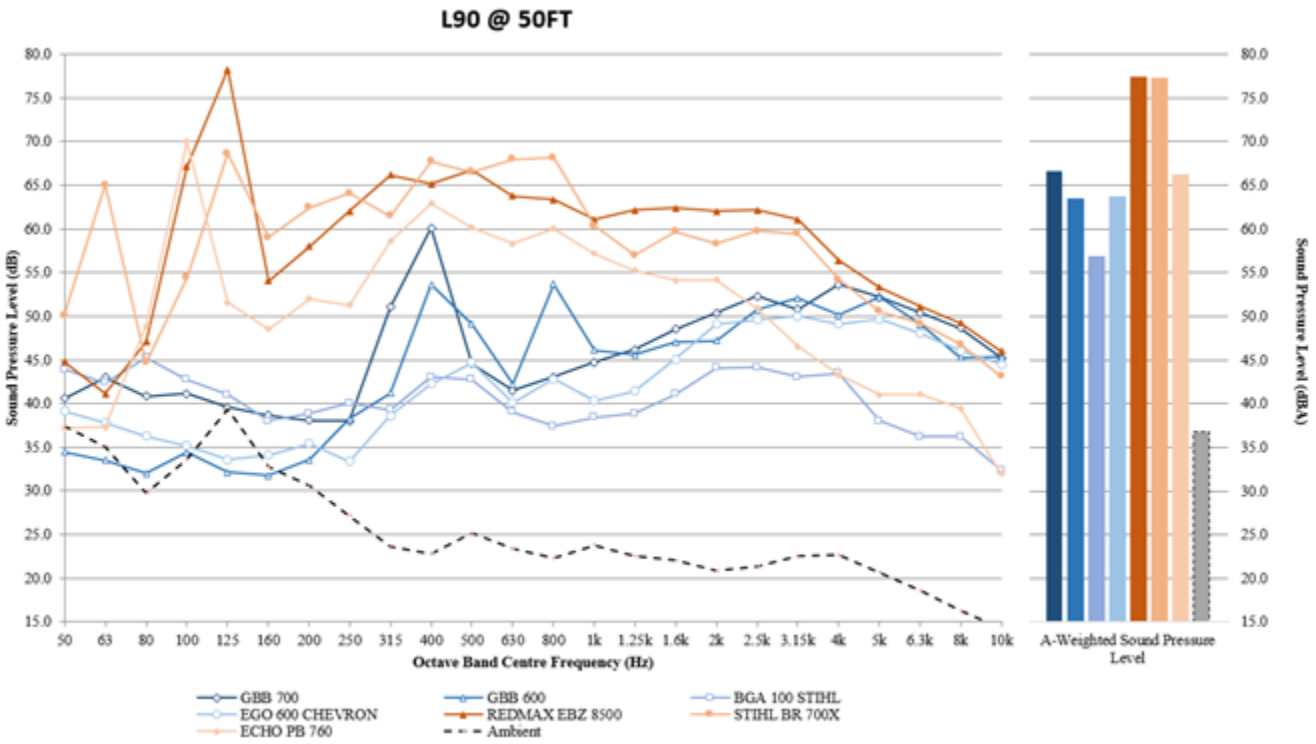

Figure 3: Sound Pressure Levels measured at 100 feet

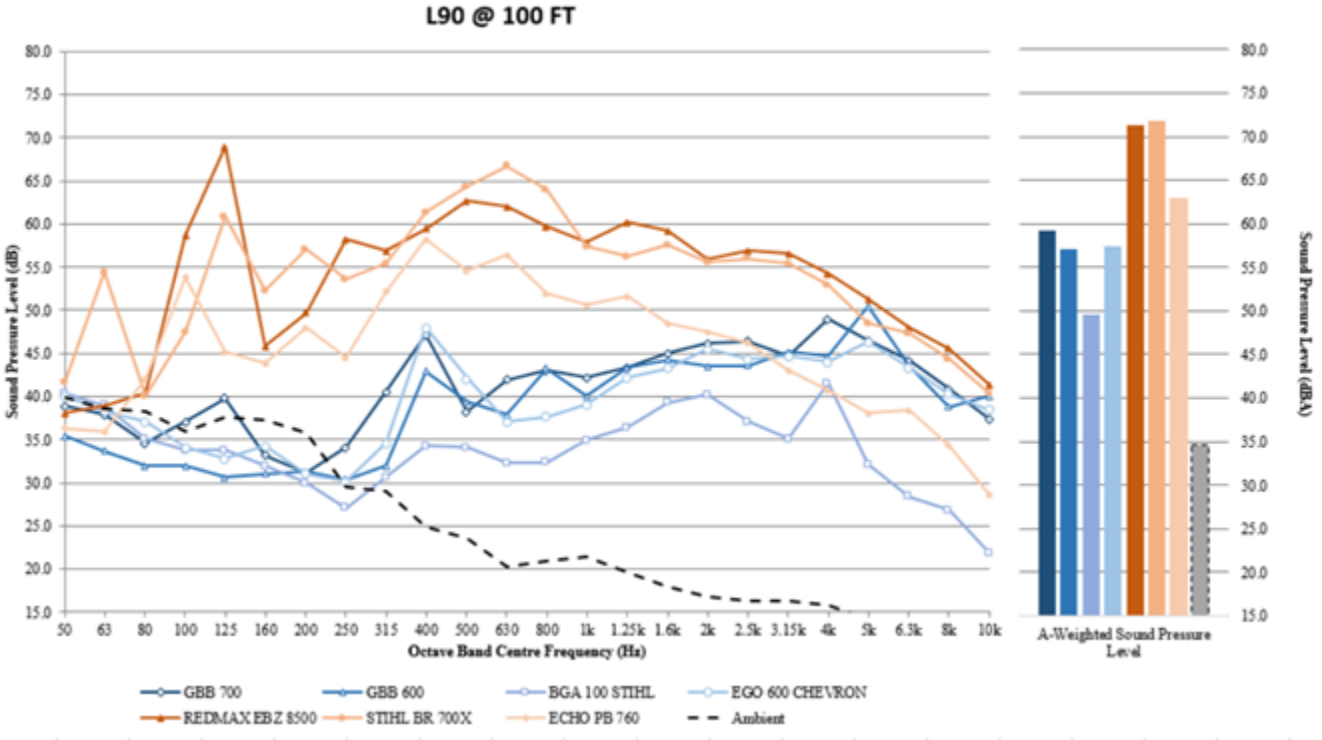

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Figure 4: Sound Pressure Levels measured at 200 feet

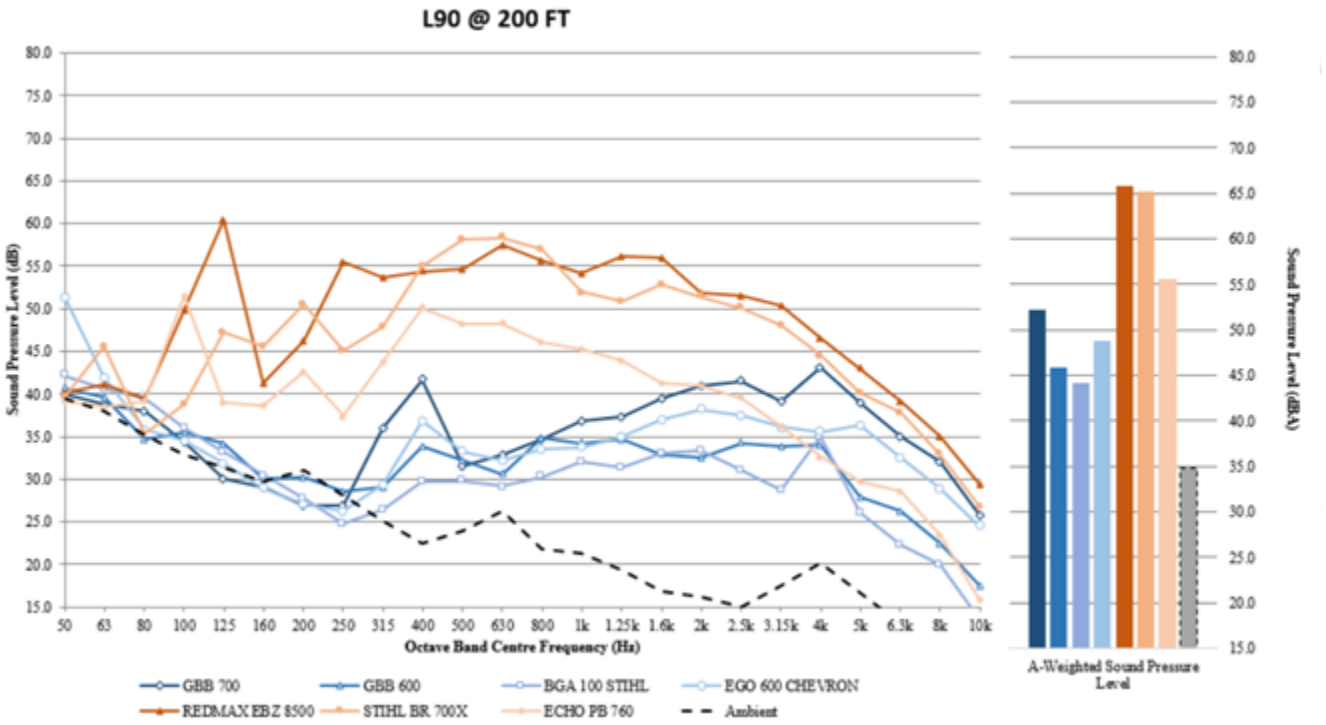

Figure 5: Sound Pressure Levels measured at 400 feet

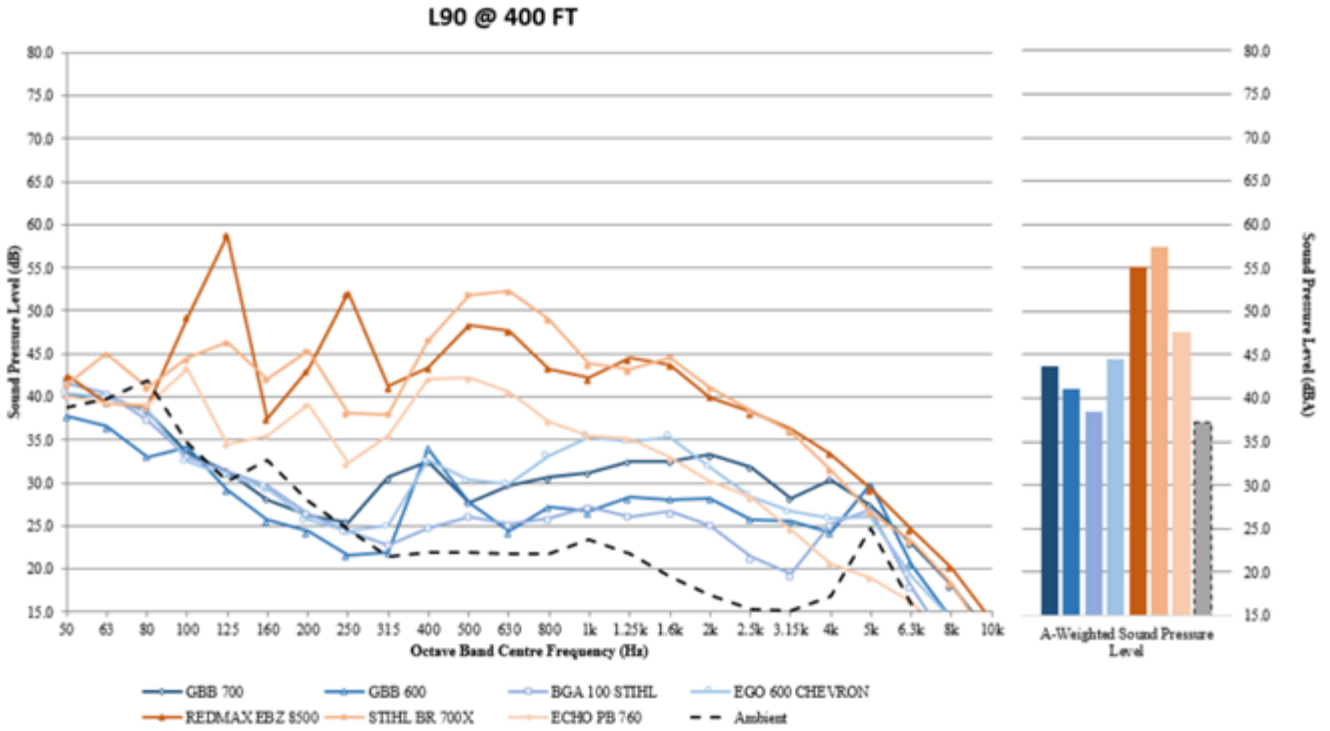

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Figure 6: Sound Pressure Levels measured at 800 feet

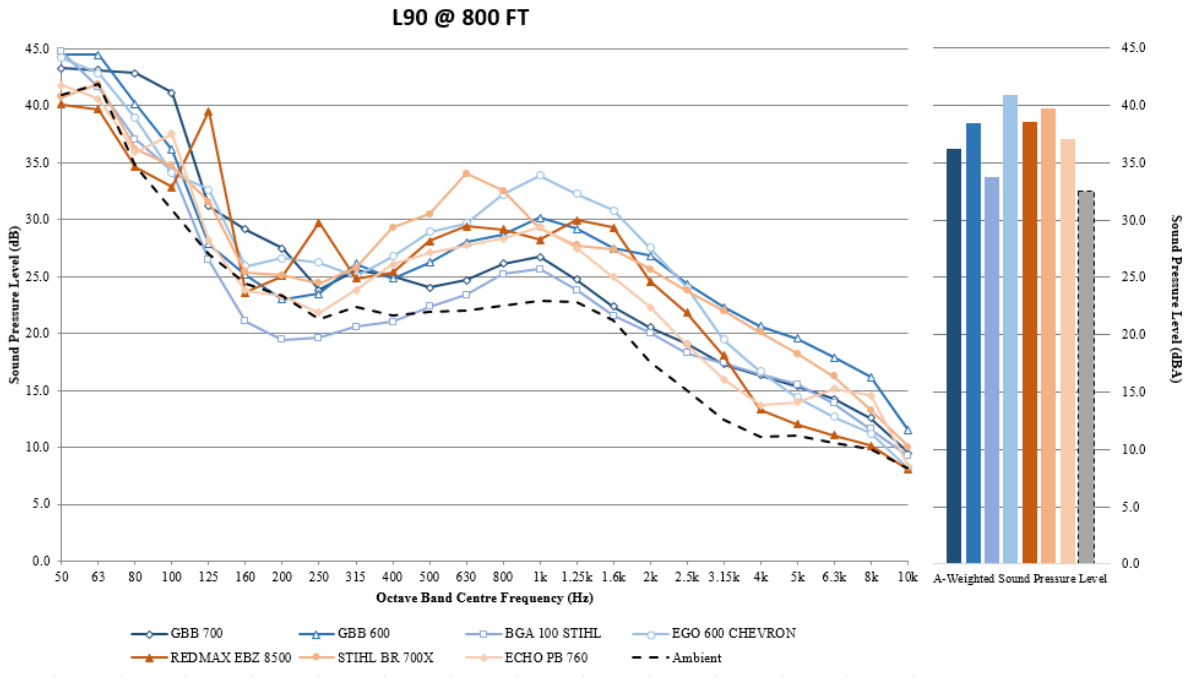
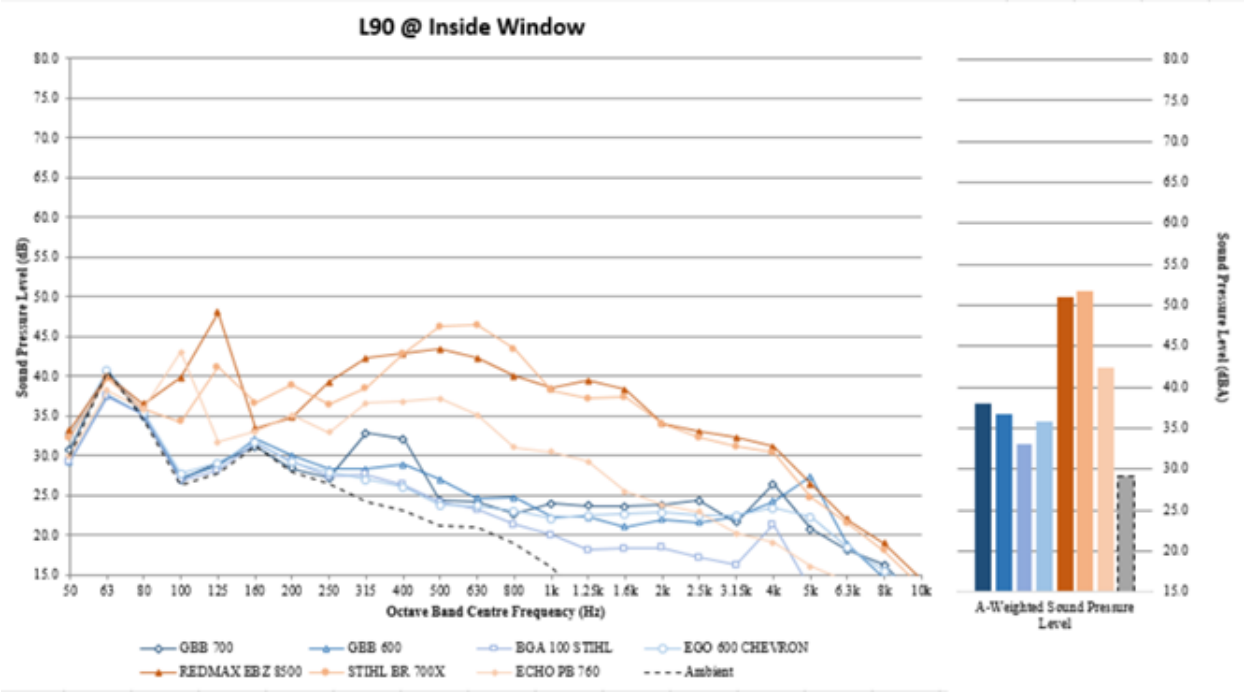


Figure 7: Sound Pressure Level measured inside a residence with leaf blowers 50 feet from the window



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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

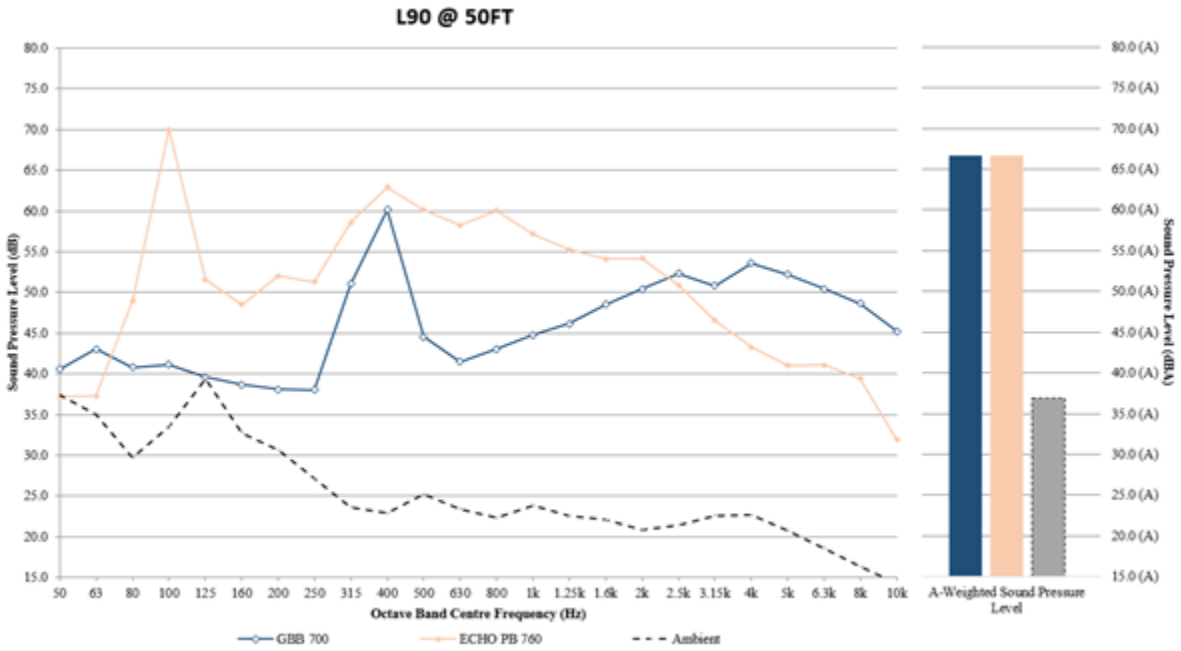
During the oral testimony of Chris Pollock on July 2, 2018, calibrated audio demonstrations of gas and battery powered leaf blowers were presented. It is important to note that the audio was played to replicate the level of the sound at the listening positions of Chairman Mendelson and Councilmember 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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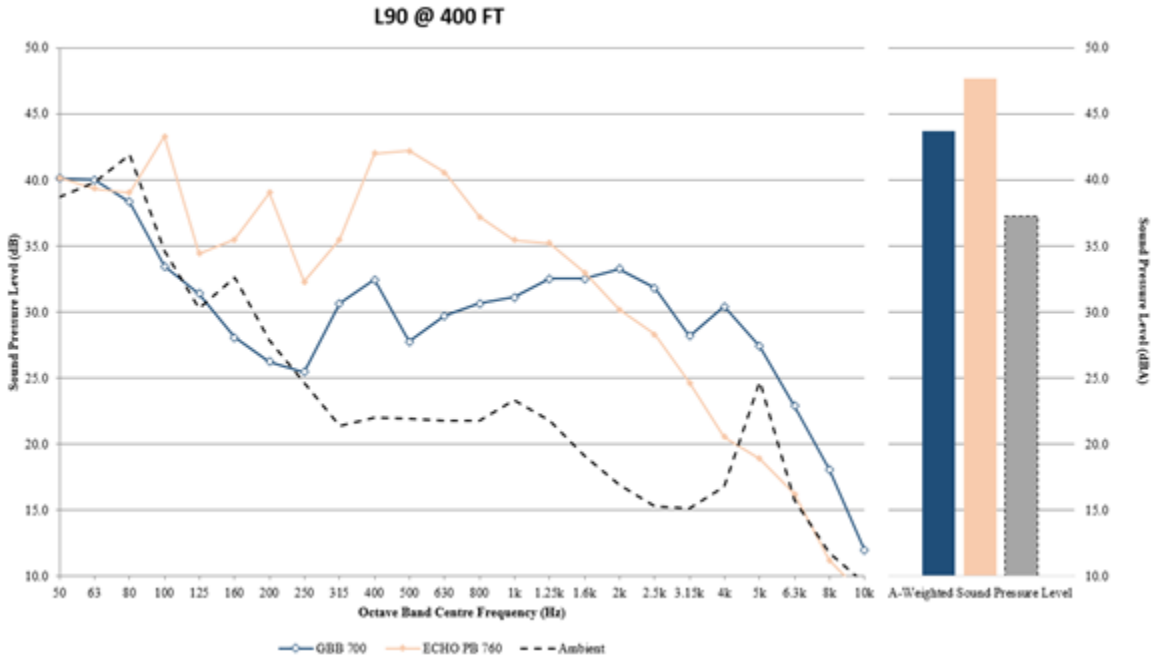
4.2 Demonstration 2

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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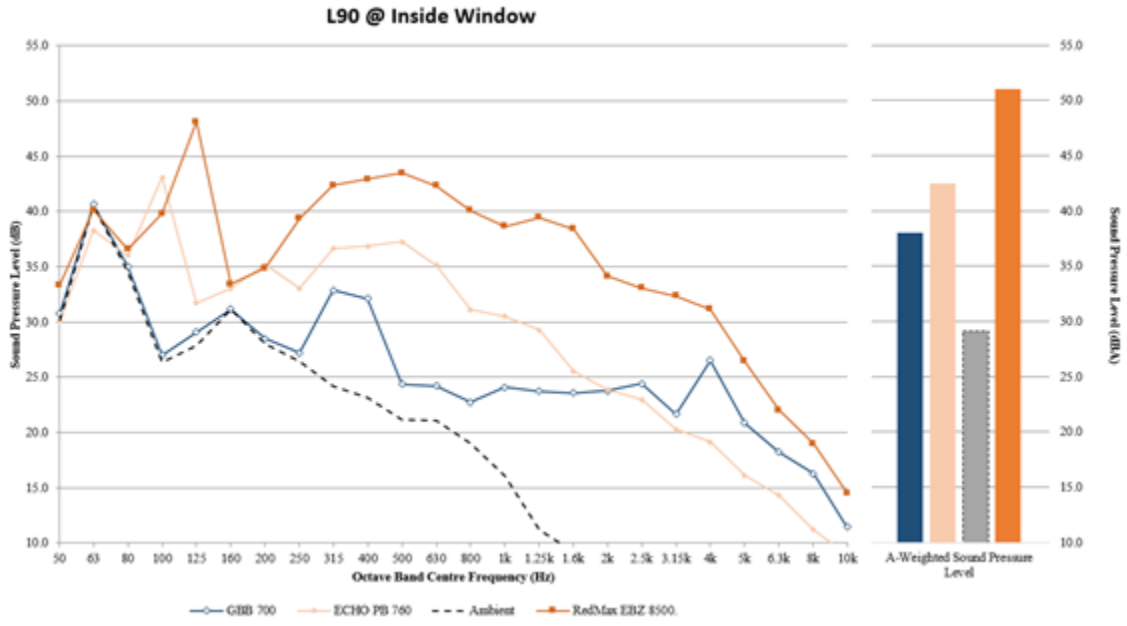
4.3 Demonstration 3

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.

L_{EQ} – 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 an 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

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National Emissions from Lawn and Garden Equipment

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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.

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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 [NOx], 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.

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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).

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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):

Emissions = (Pop) x (Power) x (LF) x (A) x (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.

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Table 2. Percentage split between residential and commercial equipment

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

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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.

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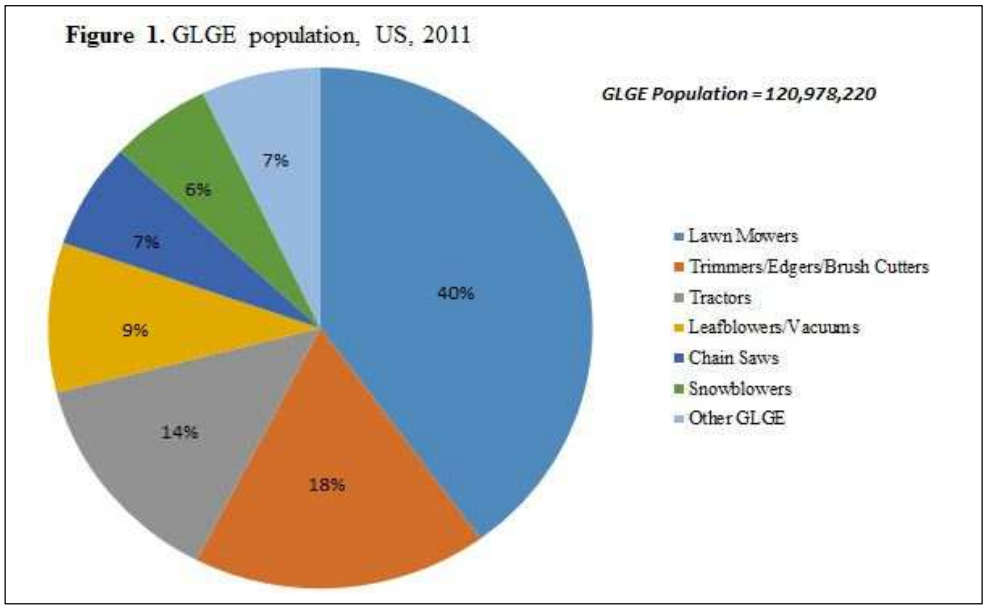
Other factors also influence the combustion related exhaust emissions from nonroad engines, such as fuel type, ambient temperature, and deterioration of equipment with age and use. The reader is referred to the EPA web-site (http://www.epa.gov/otaq/nonrdmdl.htm) for additional information on these topics.

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

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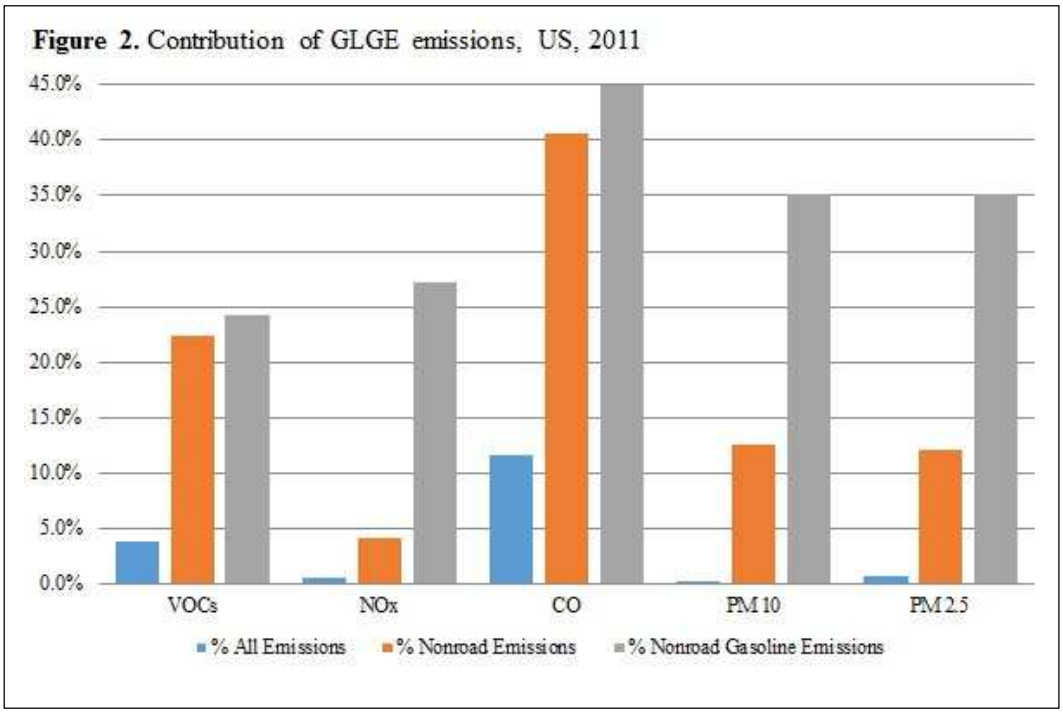
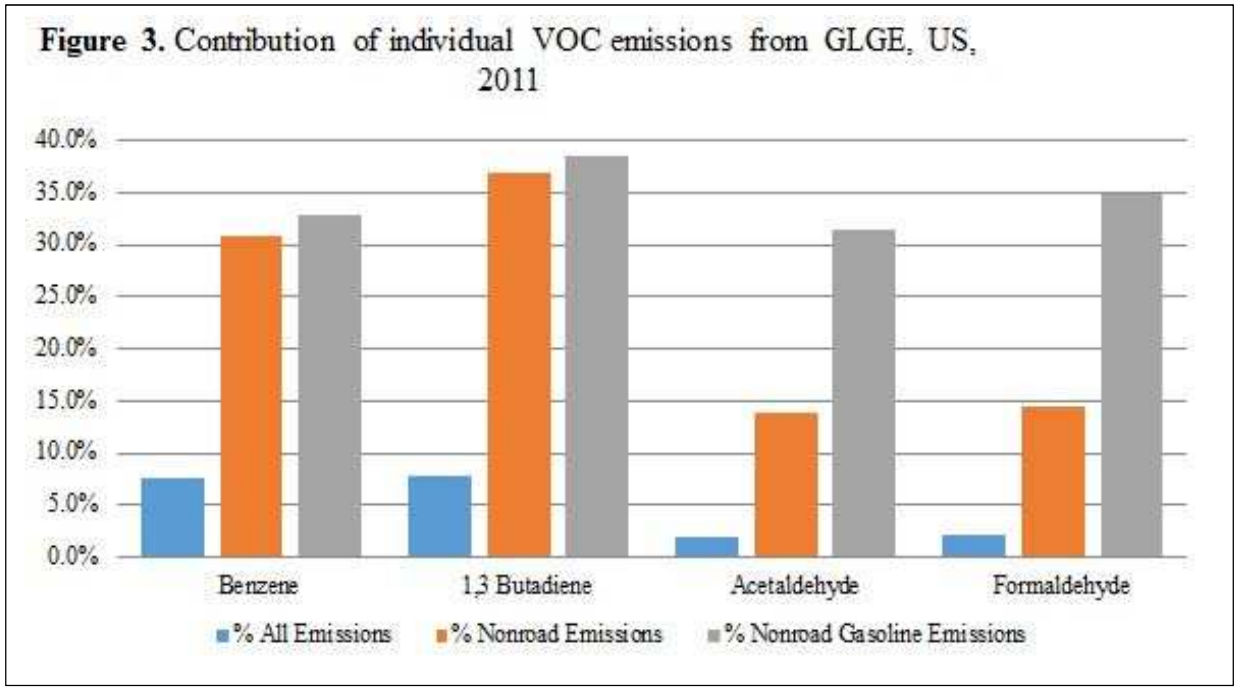
(FIGURE 2). GLGE fine PM emissions constitute a fraction of a percent of All Emissions of fine PM, but is a major Nonroad source, accounting for nearly 13% of All Nonroad Emissions of fine PM and more than one-third of Gasoline Nonroad Emissions of fine PM.



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.



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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**).

Figure 4. Contribution of GLME to GLGE emissions, US, 2011

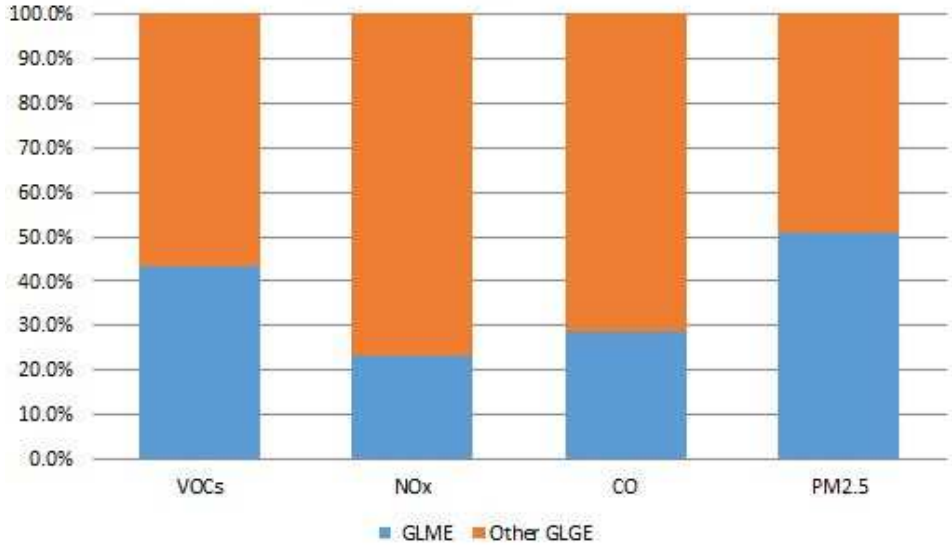
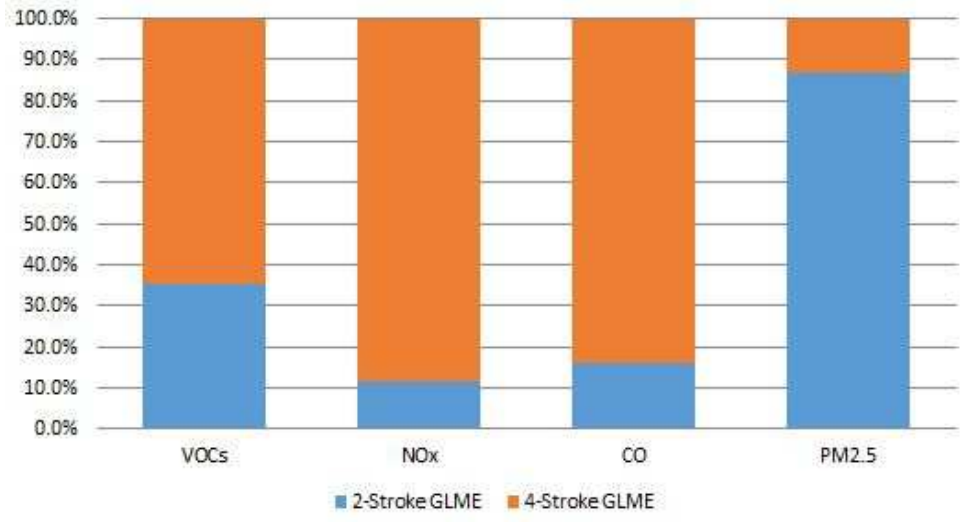


Figure 5. Contribution of 2-stroke engines to GLME emissions, US, 2011



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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.

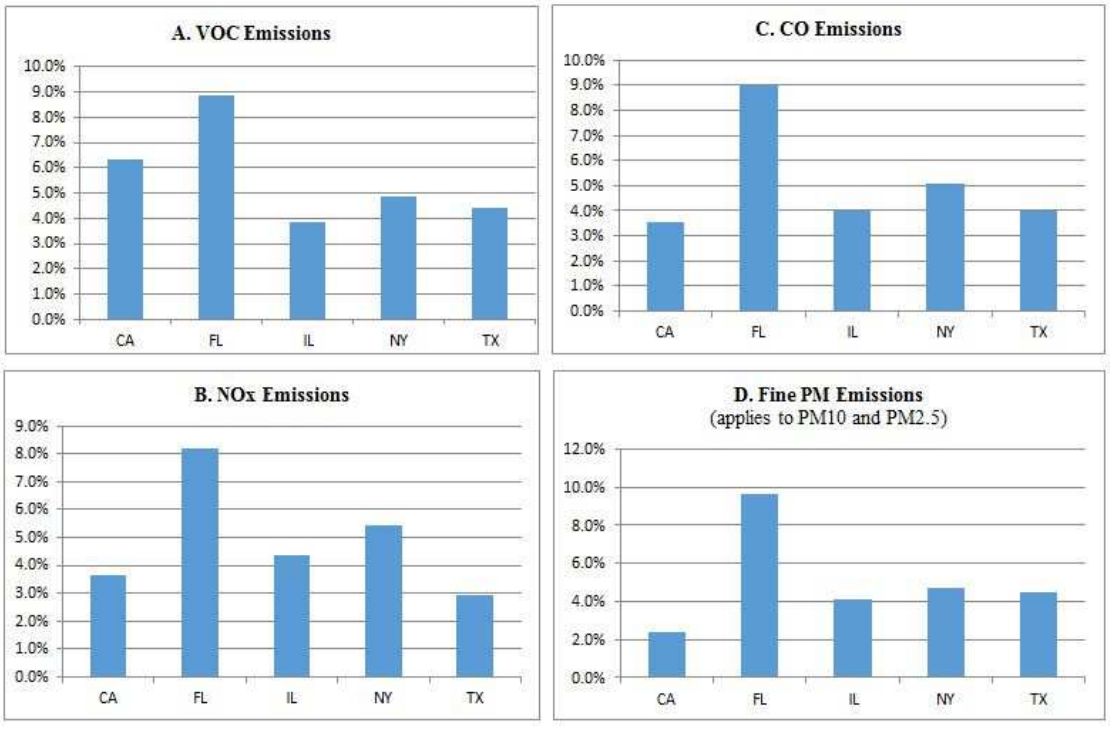
Table 5: Estimated Change in GLGE Emissions, 2018 vs 2011

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.

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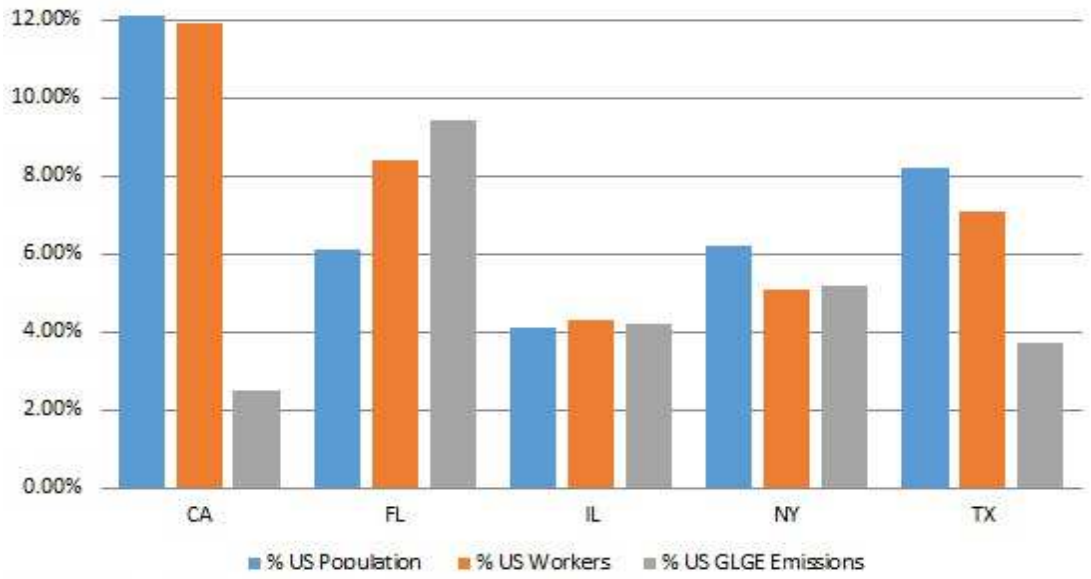
Florida's GLGE emissions were 1.4 to 2.1-times higher compared with emissions in states having the next highest level of emissions in each GLGE pollutant category, and 2.2 to 4.4-times higher compared with emissions in states having the lowest level of emissions in each GLGE pollutant category (**FIGURE 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 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 EPA[1] 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.

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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 standards[32] can only be approximated.

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

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.

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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.

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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.

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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.

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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.

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Time of Day Restrictions

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

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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 20th - September 20th	Town Ordinance	Up to $1,000	$1,500-$5,000
Montclair, NJ	Sec. 217-6 (noise)	May 15th - October 15th, December 15th - March 15th	Police	$100	Up to $2,000; community service; 90 days in jail
Summit, NJ	Sec. 3-8.1(b)(4) (noise)	June 1st - August 31st	Police, Community Services	Notice	$100, $250, $500

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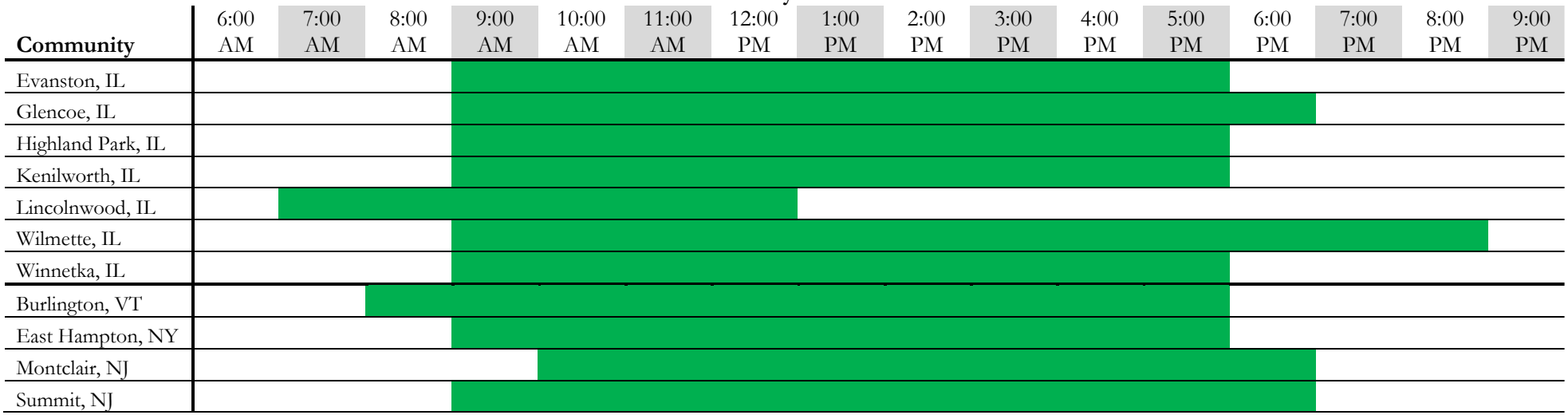
Time of Day Restrictions

Weekday Permitted Hours



Saturday Permitted Hours



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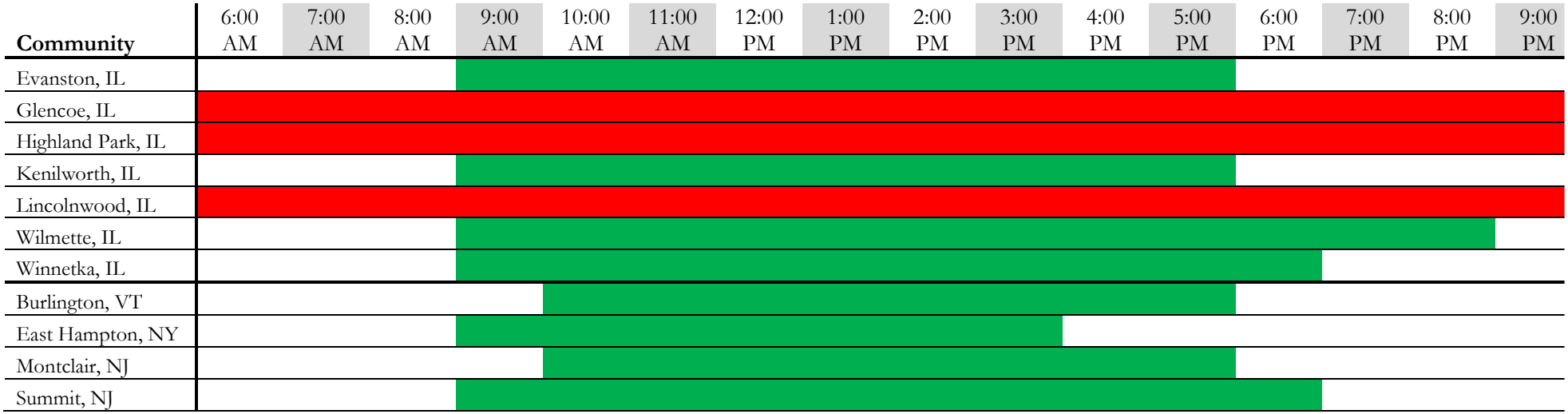
Time of Day Restrictions

Sundays & Holidays Permitted Hours (non-commercial)



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APPENDIX A

Survey of Municipal Leaf-Blower Regulations (Excel Spreadsheet)

Attachment: 2- SC Memo 2-28-23 (6578 : Sustainability Commission Recommendation on Gas Powered Leaf Blowers)

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.municode.com/il/evanston/codes/code_of_ordinances?nodeId=TIT8HESA_CH26LEBL	Health Department	N/A currenlty 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.amlegal.com/nxt/gateway.dll/Illinois/glencoe_il/zoningcode/articleititlean	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	de.com/search?stateId=13&clientId=13923&searchText=leaf%20blower&contentTypeId=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.amlegal.com/codes/kenilworth/latest/kenilworth_il/0-0-0-4257	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.sterlingcodifiers.com/codebook/index.php?book_id=805	Police Department	2	Village Board Memo and Minutes	Yes	$25-$750	Contractor or company	M-F 8am-6pm; S/S/Holidays 9am-6pm.
Lake Forest	Noise Ordinance	com/nxt/gateway.dll/Illinois/lakeforest_il/cityoflakeforestillinoiscodeofordinances?f=templates$fn=default.htm$3.0$vid=amlegal:l	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-5pm Sun and holidays;	4 (doesn't get that many calls)	extension://efaidnbmnnnibpcajpcglclefindmkaj/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.

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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 costruction hours of 7a-6p M-F, 8a-6p Sat, noon-6p Sun		4 No	N/A	N/A	N/A	N/A
Lincolnshire	Noise Ordinance only for contactors, not homeowners	https://www.lincolnshireil.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)	Up to $500	Homeowners never fined - contract companies may be fined depending on police decision	Permitted 7am-7pm M-F; 8am-6pm Sat.; no work Sunday or holidays.
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	Speak to contractor + homeowner, give violation notice. Second offense = citation.	Judge gives fine; village suggests fine	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	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 than normal construction hours	5 (no issues, barely ever comes up)	No	Unclear	Unclear	Unclear	
Mundelein	No	N/A	N/A	N/A	N/A	N/A	N/A	N/A	No ordinances for any landscaping practices
Northbrook	Yes - Noise ordinance	https://library.municode.com/il/northbrook/codes/code_of_ordinances?nodeId=Chapter%2016%20%E2%80%93%20NUISANCES	Complaint-based; Police Department enforces	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	Except temporarily in the case of urgent necessity to protect public health or safety, no person shall cause or permit the operation of any blower, fan, pump, or compressor, or engine or motor which emits noise of a continuous or penetrating nature that disturbs the comfort or response of any reasonable person of ordinary sensibilities occupying residential property within the area of audibility, if the sound level exceeds 63 dBA between 10:00 pm to 7:00 am or 68 dBA between 7:00 am to 10:00 pm in residential zones.
Northfield	No	N/A	N/A	N/A	COW February and March 2021 Packets	N/A	N/A	N/A	None
Oak Park	Noise + leaf blower ordinances	https://www.oak-park.us/newsletters/mayjune-2018/help-keep-oak-park-beautiful	Public works		1 Feb 2020 and June 2021 Village Board Meetings	Yes	Determined by judge	Homeowner if homeowner is operating; landscape company if worker is operating	The use of gas-powered leaf blowers emanating more than 65 decibels or failing to meet federal emission regulations is prohibited from June through October. The ban applies to both landscapers and homeowners. Gas-powered blowers that emanate fewer than 65 decibels and meet emission standards may be used during the ban if they have been tested and approved by the Village. Cannot be used June 1-October 1. Two complaints last year and residents were more concerned with noise and ordinance does not address the issue.

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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	mlegal.com/codes/riverwoodsil/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	de.com/il/vernon_hills/codes/code_of_ord	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.amlegal.com/codes/winnetka/latest/winnetkaords-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

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Community	Noise/Leaf Blower Ordinance	Hours of Operation	Source
Arlington, MA	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 proeprty 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 Juune 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.	September 16th through June 14th	Title V - Regulations Upon the Use of Private Property
Aspen, CO	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.	N/a	City of Aspen's Noise Ordinance
Belvedere, CA	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	N/a	City of Belvedere Noise Code
Berkeley, CA	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.	N/a	City of Berkeley Community Noise Municipal Code
Beverly Hills, CA	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.	N/a	City of Beverly Hills Portable Gasoline Engine Powered Blower
Boulder, CO	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.	7:00 am to 9:00 pm	City of Boulder's Noise Ordinance
Brookline, MA	Gas-powered leaf blowers are prohibited, electric-powered leaf blowers are permitted during the hours of operation	8:00 am to 8:00 pm, Monday through Friday and 9:00 am to 6:00pm on Saturdays, Sundays, and legal holidays	Town of Brookline's Leaf Blower Control
Cambridge, MA	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. 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.	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	While City Council members and residents have expressed opposition against gas-powered leaf blowers, the City continues to follow the current leaf blower regulation. 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.	N/a	Carmel-by-the-Sea Municipal Code Combustion Engine Blowe

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Claremont, CA	**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 manimize 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 withstanding 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;	7:00 am to 10 pm	Claremont Municipal Code
Del Mar, CA	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.	N/a	Del Mar Noise Regulations
Dobbs Ferry, NY	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 subsequenct offense in the same calendar year. A "person" includes the owner of the property and the operator fo the leaf blower.	**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.	Dobbs Ferry Noise Provisions Resolution
Evanston, IL	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.	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.	City of Evanston's Use of Leaf Bowers Ordinance
Foster City, CA	No person shalluse or operate a leaf blower. Leaf blowers are defined as portable equipment that is powered by a salf-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 trimmings 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.	No person shall use or operate a leaf blower in a residential zoning district or within one hundred yards of a residential zoning district before 8:00 am or after 5 pm Monday through Friday, nor prior to 9:00 am or after 5:00 pm on Saturdays or at any time on Sundays or at any time on the following holidays: New Years Day, Presidents' Day, Memorial Day, 4th of July, Labor Day, Thanksgiving, Christmas.	Foster City Municipal Code: General Performance Standards: I
Farmingham, MA	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.	7:00 am - 10:00 pm Sunday through Thursday. 8:00 am to 11:00 pm on Friday through Saturday.	Farmingham Nuisance Noise Ordinance
Hastings, NY	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.	May 16 through October 14, 9:00 am to 5:00 pm	Hasting's Leaf Blower Law
Honolulu, HI	It i 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 of subsequent violation within one year of the first violation. Police officers enforce violations.	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.	Honolulu Ordinance Relating to Gasoline-Powered Leaf Blowe
Houston, TX	***No ordinance for leaf blowers.*** **Residential property:** 65 dBA during daytime hours. 58 dBA during nighttime hours. **Nonresidential property:** 68 dBA at all times.	**Daytime hours:** 8:00 am to 10:00 pm. **Nighttime hours:** 10:01 pm to 7:59 am the following day.	City of Houston Noise and Sound Level Regulation
Indian Wells, CA	Indian Wells banned gas-powered blowers in 1998, except on golf courses.	N/a	You've Got Issues: Prohibit Noisy Leaf Blowers?
Key West, FL	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.	N/a	Key West Leaf Blowers Ordinance
Laguna Beach, CA	The city of Laguna Beach banned leaf blowers (both gas and electric in 1993).	N/a	The price of a blown leaf

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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	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 Lose 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.	October 1 through May 14th from 8:00 am to 6:00 pm on weekdays and 100:00 am to 4:00 pm on Saturdays. Leaf blowers are prohibited on Sundays and holidays.	Mamaroneck Noise Regulation
Menlo Park, CA	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 nozzel 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 delivere or mailed to the property owner on which the violation occurred.	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 Fla
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 Sndays 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.	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	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.	**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	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.	March 15th through April 30th, inclusive, and October 15th and December 15th, inclusive, of each calender 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	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 Portland. 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 Portland. Leaf blowers that are on the certified list of 65 dBA, or quieter, may be operated within the City of Portland year round.	**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	***No ordinance for leaf blowers.*** Any provision violating the provisions of the Noise Ordinance shall be fined in an amount no 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 Portsmouth Police or the Building Inspector of the City of Portsmouth or his agent.	N/a	City of Portsmouth Noise Ordinance
Rye, NY	Lawn mowers, leaf blowers, and outdoor vacuum cleaners shall have a permitted intensity of 85 db(A).	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

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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 Barabara 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 inquries.	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: Blowering 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	**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, N	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 has-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*

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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

Attachment: 3- Final Report- Leaf Blower Working Group- 12-15-22 (6578 : Sustainability Commission Recommendation on Gas Powered Leaf

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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://agza.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.

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    - 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.

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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.

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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):	$99.99 each
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 to12 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

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Appendix A

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

Attachment: 3- Final Report- Leaf Blower Working Group- 12-15-22 (6578 : Sustainability Commission Recommendation on Gas Powered Leaf

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.



(Variable copy area for sponsor info)

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Attachment: 3- Final Report- Leaf Blower Working Group- 12-15-22 (6578 : Sustainability Commission Recommendation on Gas Powered Leaf Blowers)



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 policia.

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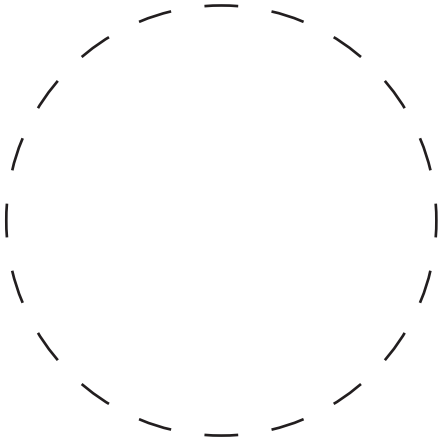
NOTICE



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)

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Did you know?







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(Variable copy area for sponsor info)

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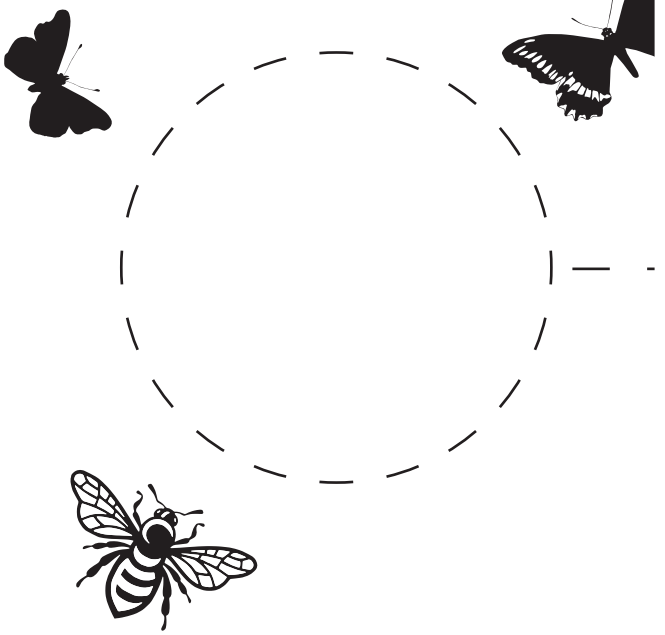
Did you know?



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Attachment: 3- Final Report- Leaf Blower Working Group- 12-15-22 (6578 : Sustainability Commission Recommendation on Gas Powered Leaf

(Variable copy area for sponsor info)

Obey the law and be a good neighbor. Gas 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.)

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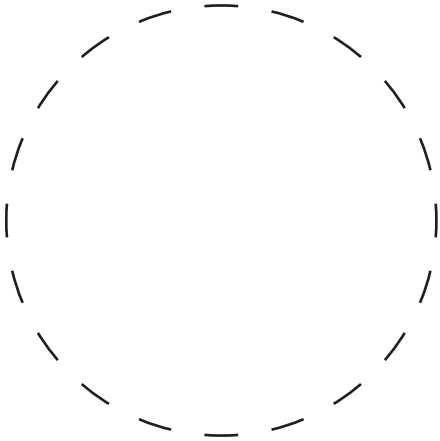
NOTICE



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(Village or Police Department logo)

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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.

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Technical Note

ARUP

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 L_{90}, L_{EQ}, L_{10} and other filtered results to best ensure that extraneous noise from the community was not a significant impact on the results. The L_{90} 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 L_{50}, will indicate higher noise values than the data presented here as L_{90} values. See the Appendix at the end of this note for definitions of L_{EQ}, L_{50}, and L_{90}

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 us 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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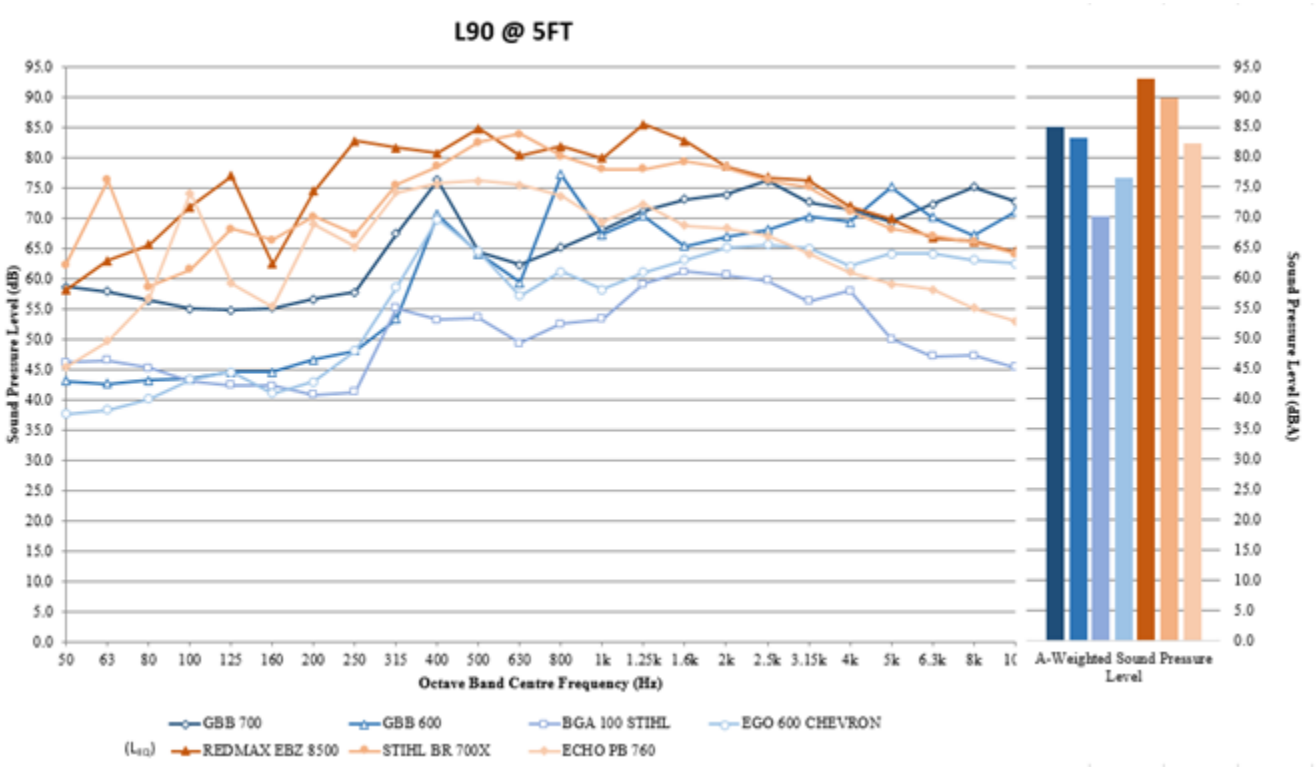
3 Results

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 L_{90} result.

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Figure 2: Sound Pressure Levels measured at 50 feet

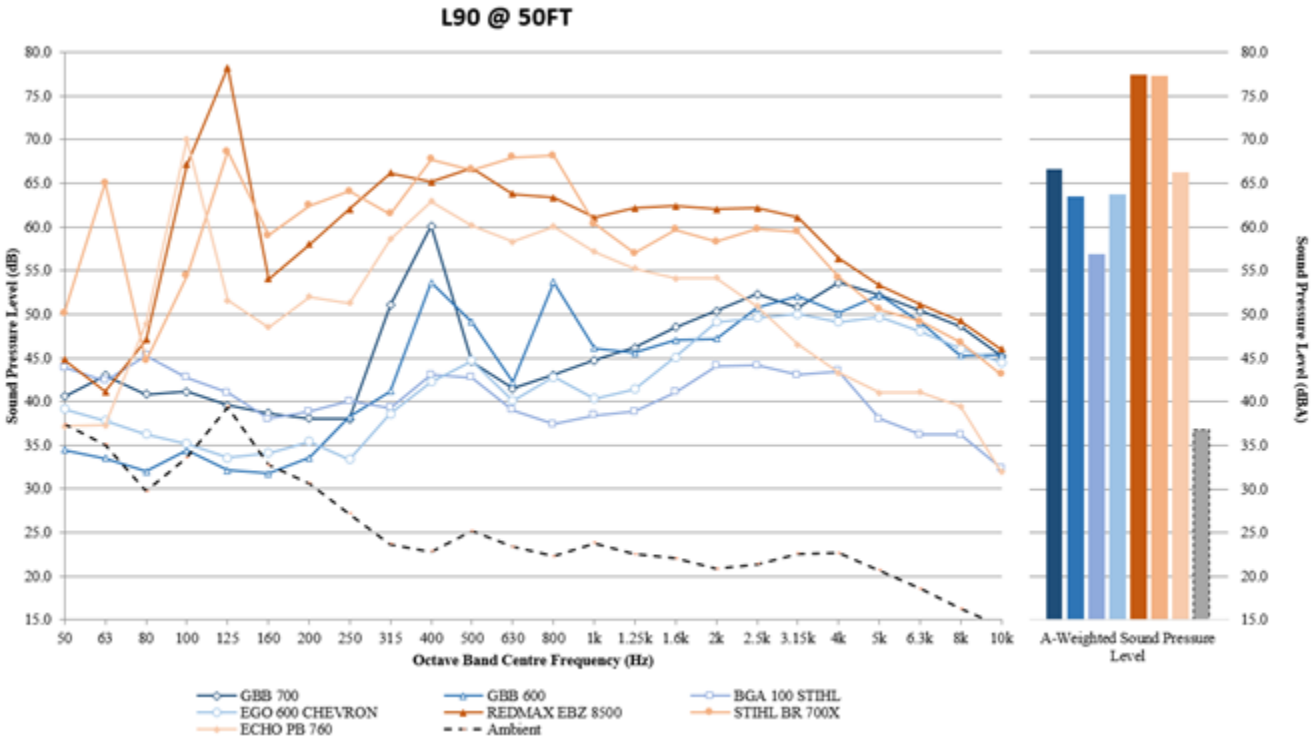

Figure 3: Sound Pressure Levels measured at 100 feet

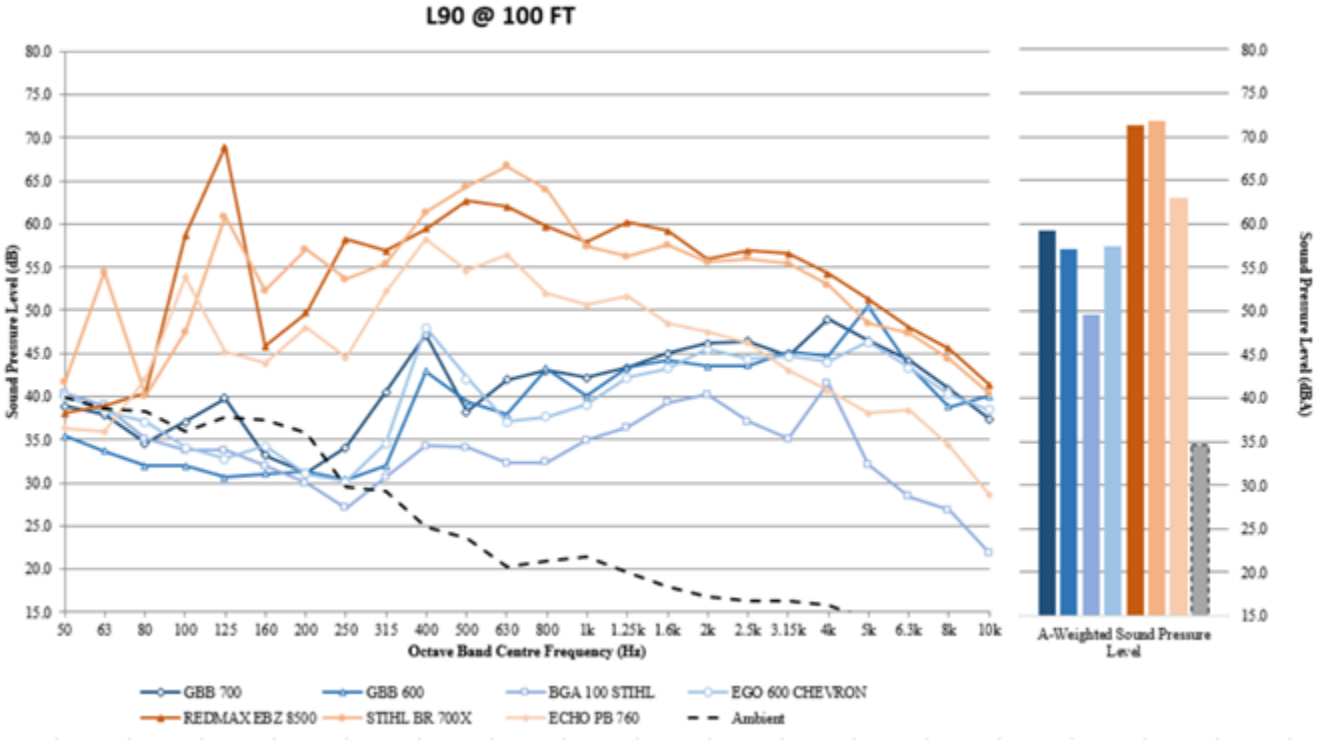

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Figure 4: Sound Pressure Levels measured at 200 feet

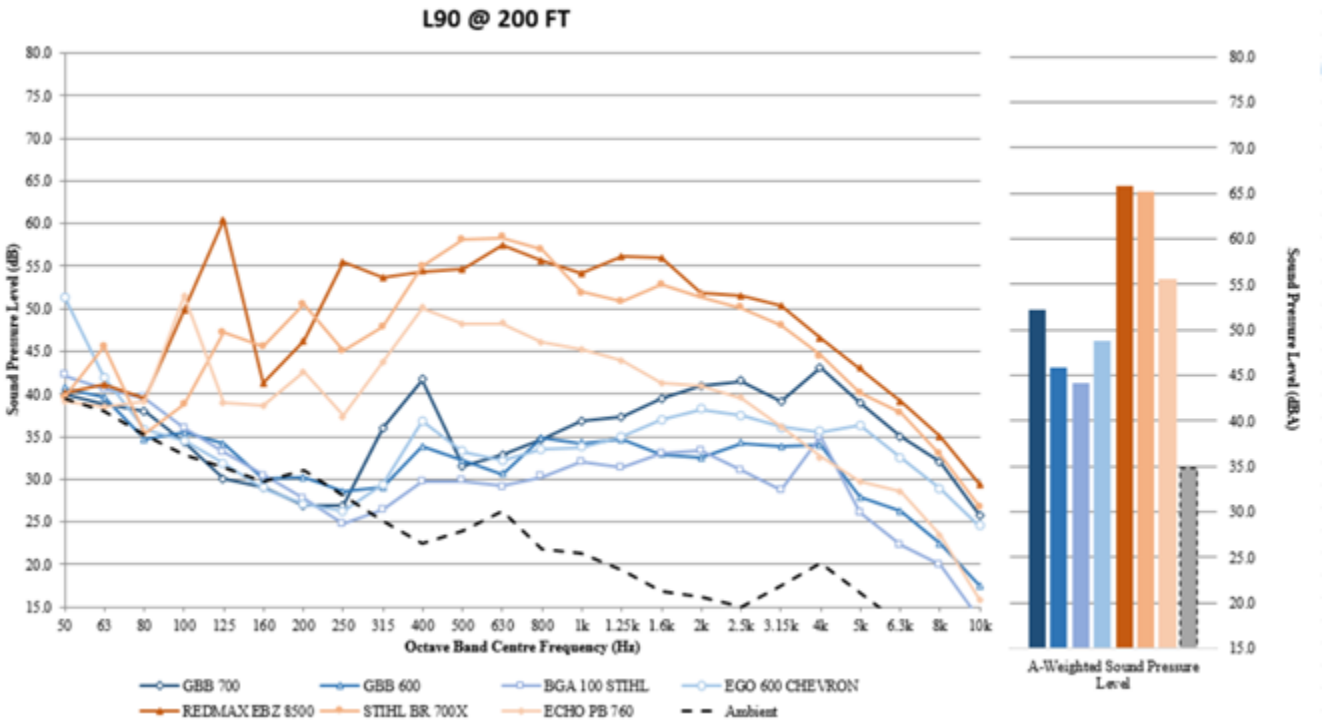

Figure 5: Sound Pressure Levels measured at 400 feet

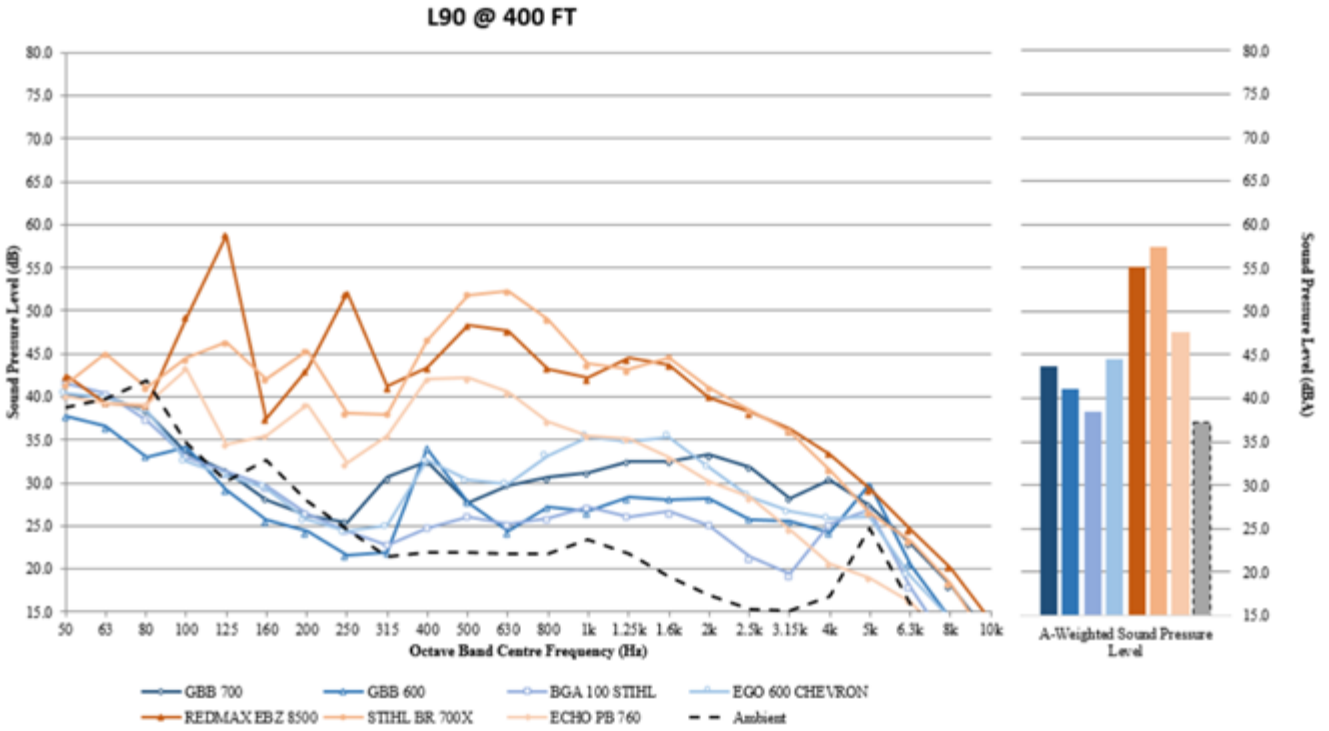

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Figure 6: Sound Pressure Levels measured at 800 feet

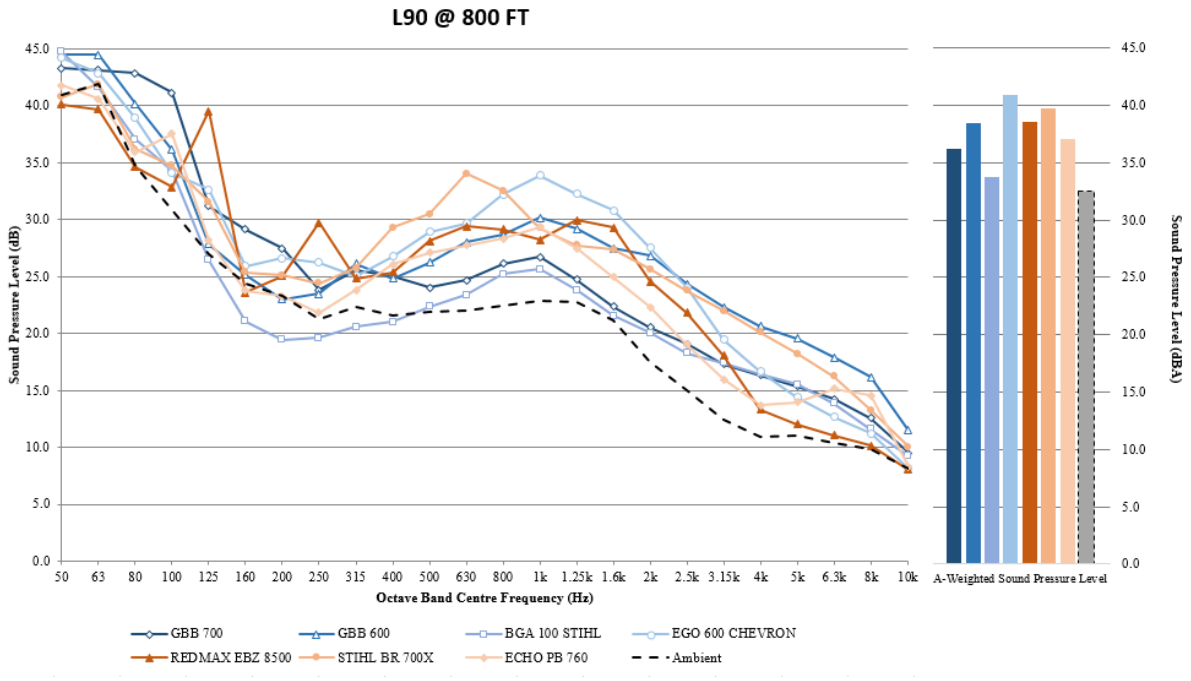
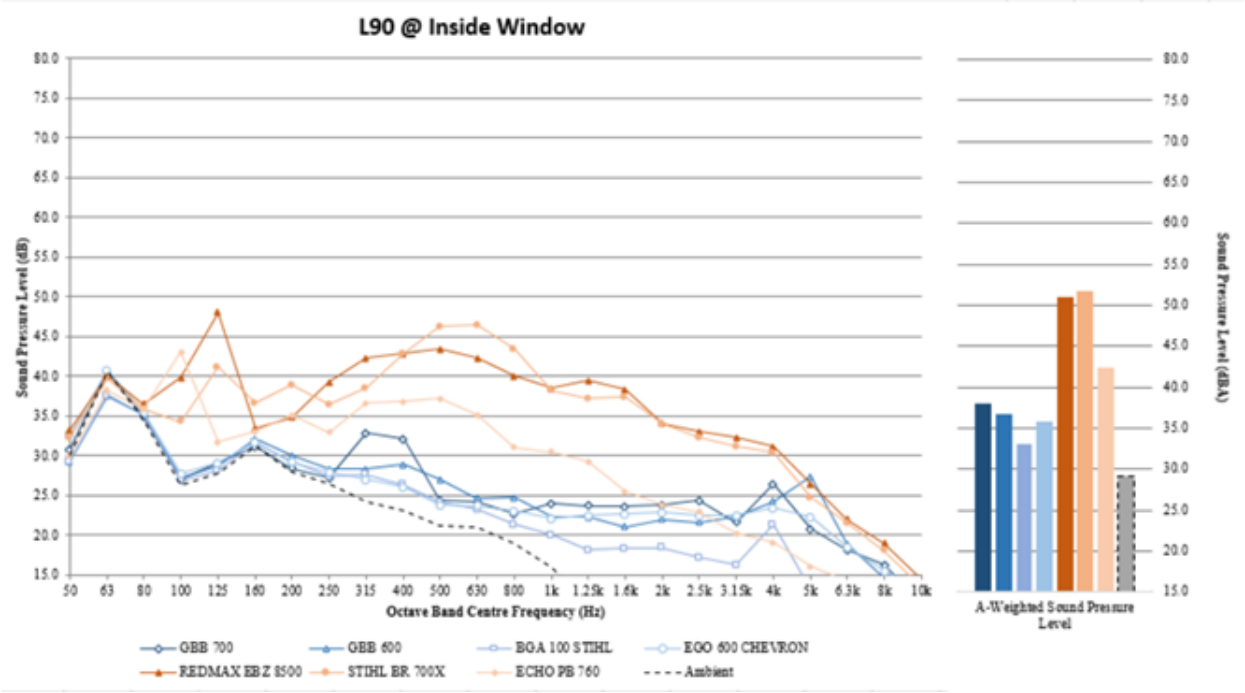


Figure 7: Sound Pressure Level measured inside a residence with leaf blowers 50 feet from the window



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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

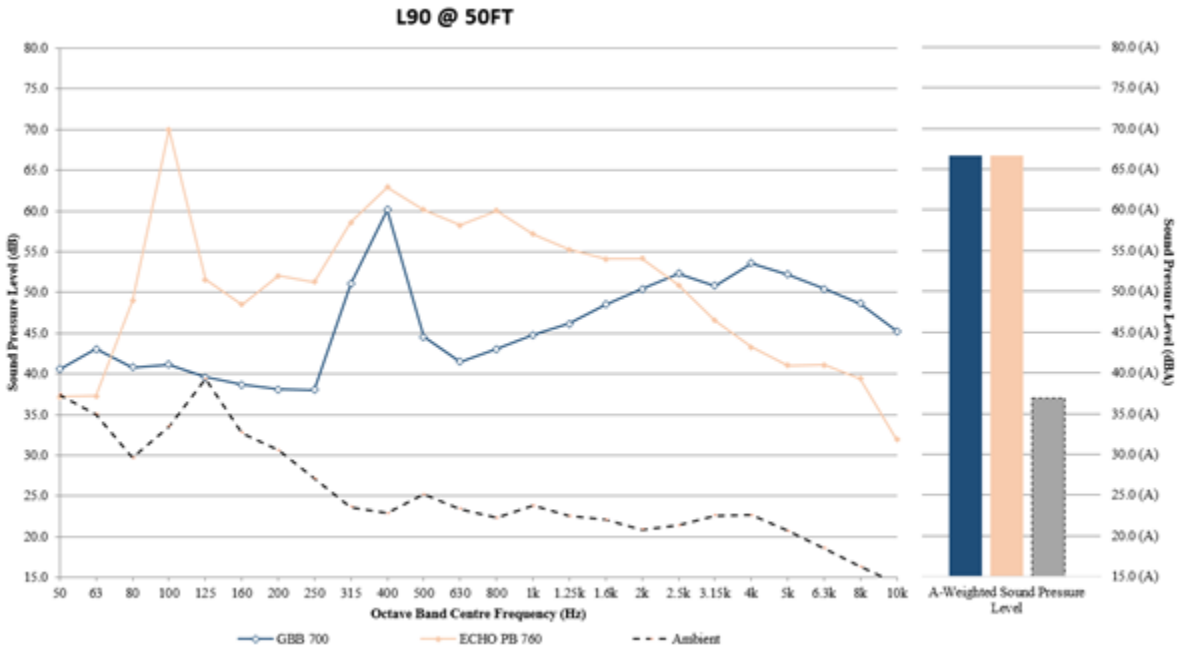
During the oral testimony of Chris Pollock on July 2, 2018, calibrated audio demonstrations of gas and battery powered leaf blowers were presented. It is important to note that the audio was played to replicate the level of the sound at the listening positions of Chairman Mendelson and Councilmember 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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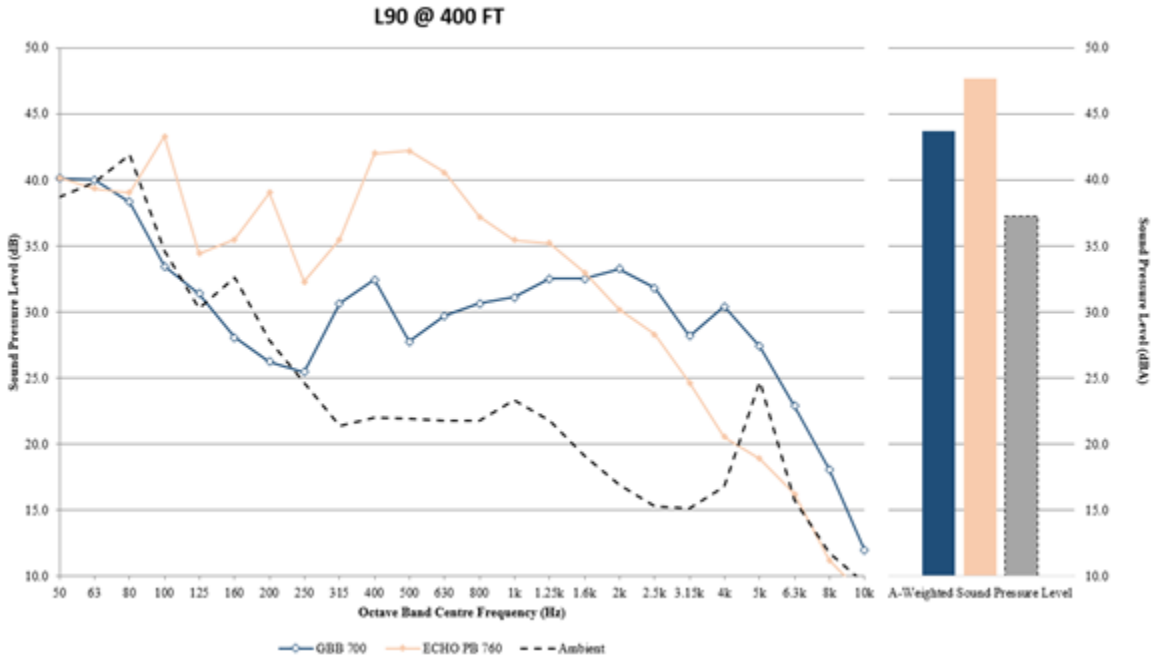
4.2 Demonstration 2

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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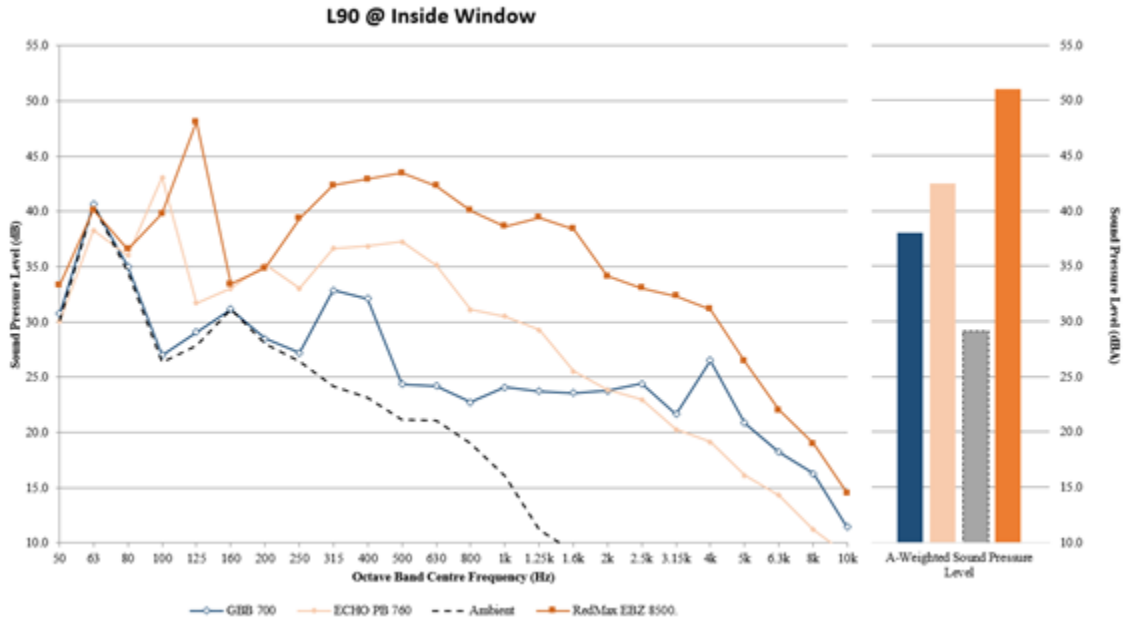
4.3 Demonstration 3

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.

L_{EQ} – 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 an 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

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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

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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 [NOx], 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.

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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).

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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):

Emissions = (Pop) x (Power) x (LF) x (A) x (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.

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Table 2. Percentage split between residential and commercial equipment

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

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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.

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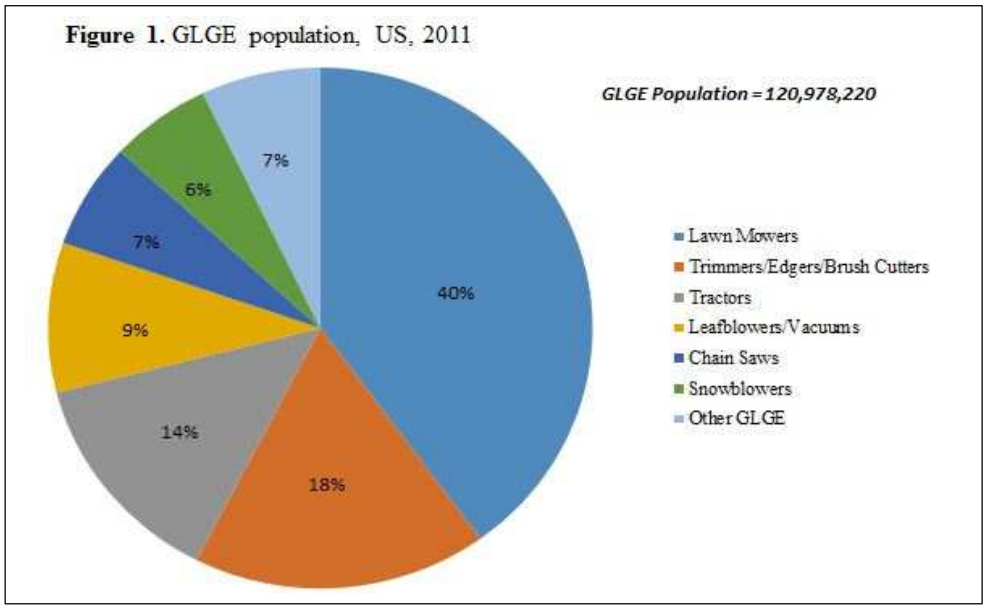
Other factors also influence the combustion related exhaust emissions from nonroad engines, such as fuel type, ambient temperature, and deterioration of equipment with age and use. The reader is referred to the EPA web-site (http://www.epa.gov/otaq/nonrdmdl.htm) for additional information on these topics.

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

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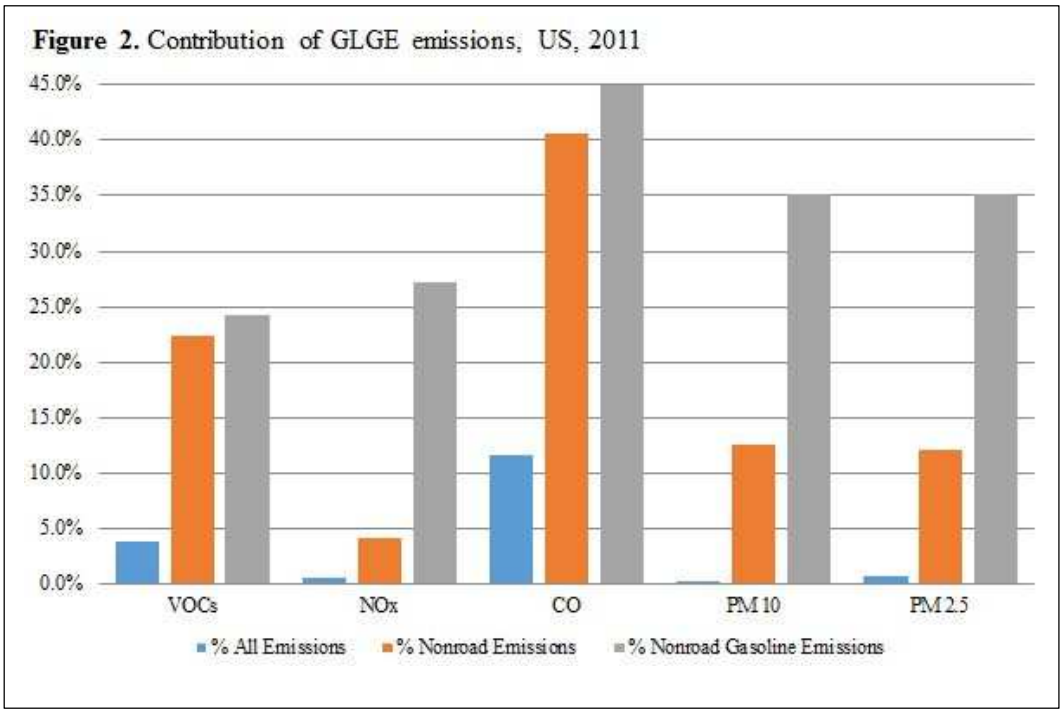
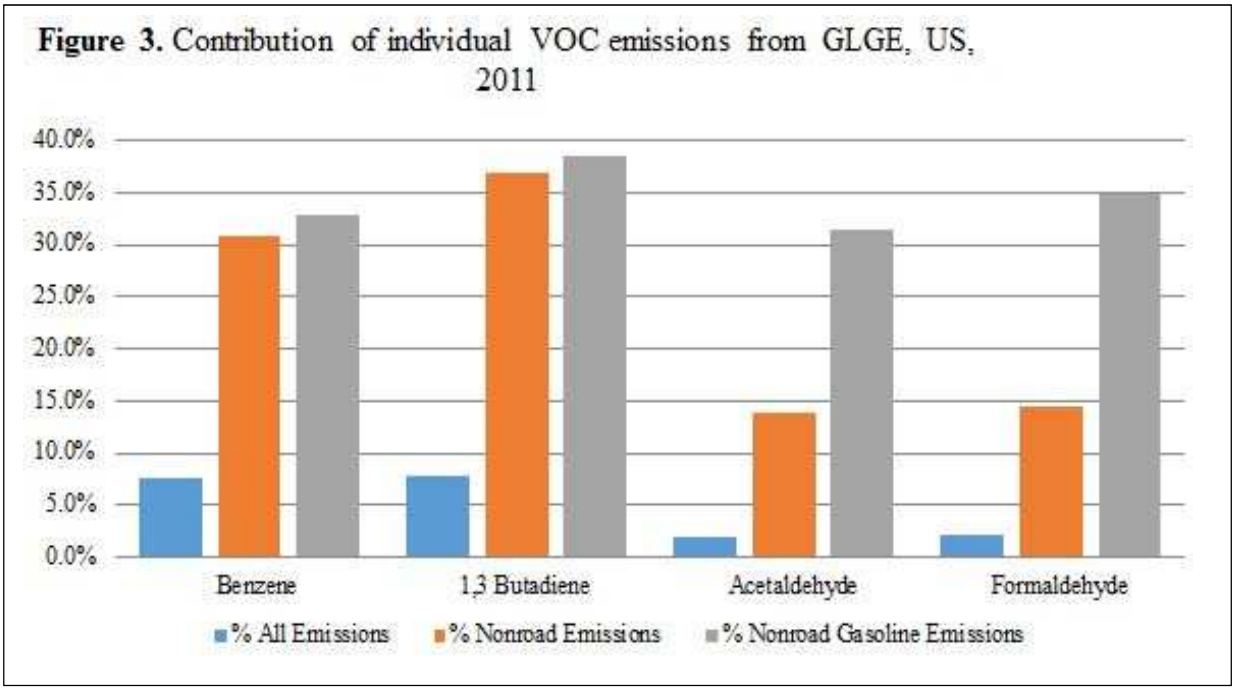
(FIGURE 2). GLGE fine PM emissions constitute a fraction of a percent of All Emissions of fine PM, but is a major Nonroad source, accounting for nearly 13% of All Nonroad Emissions of fine PM and more than one-third of Gasoline Nonroad Emissions of fine PM.



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.



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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**).

Figure 4. Contribution of GLME to GLGE emissions, US, 2011

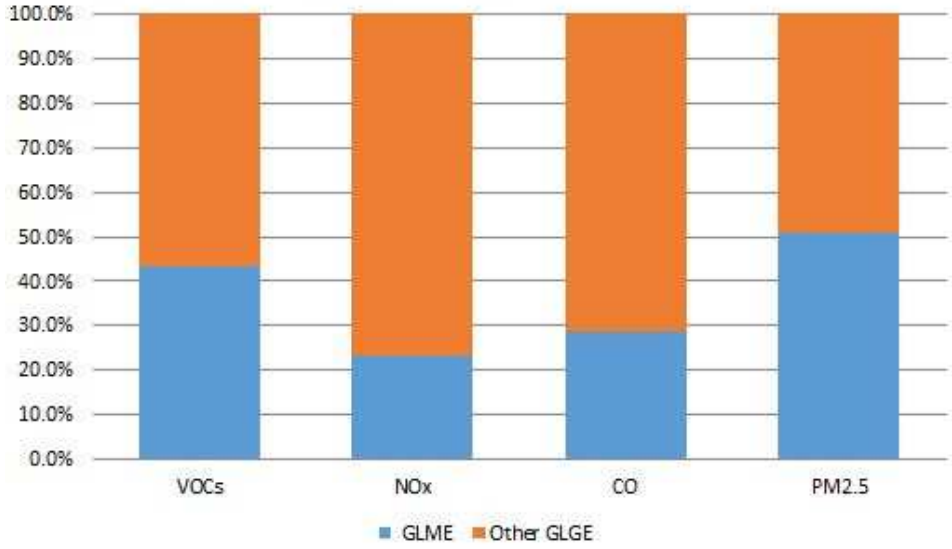
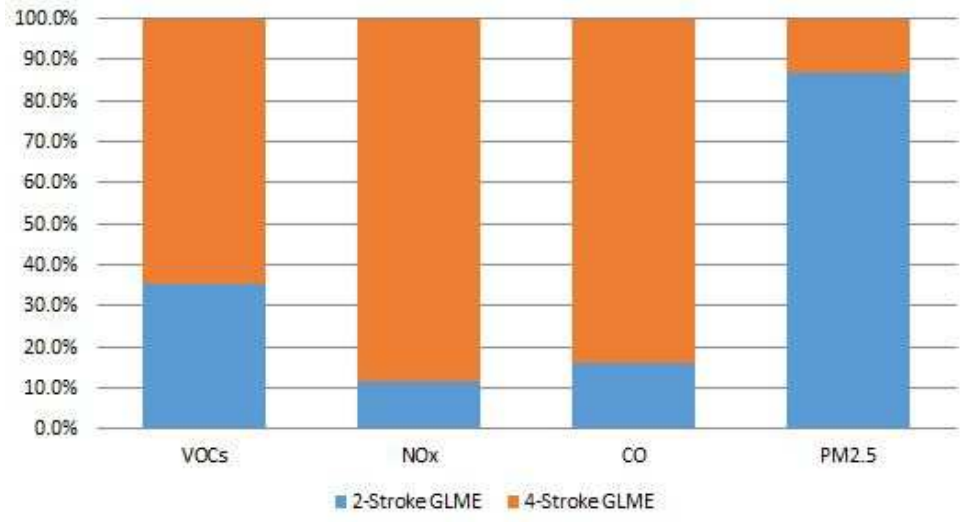


Figure 5. Contribution of 2-stroke engines to GLME emissions, US, 2011



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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.

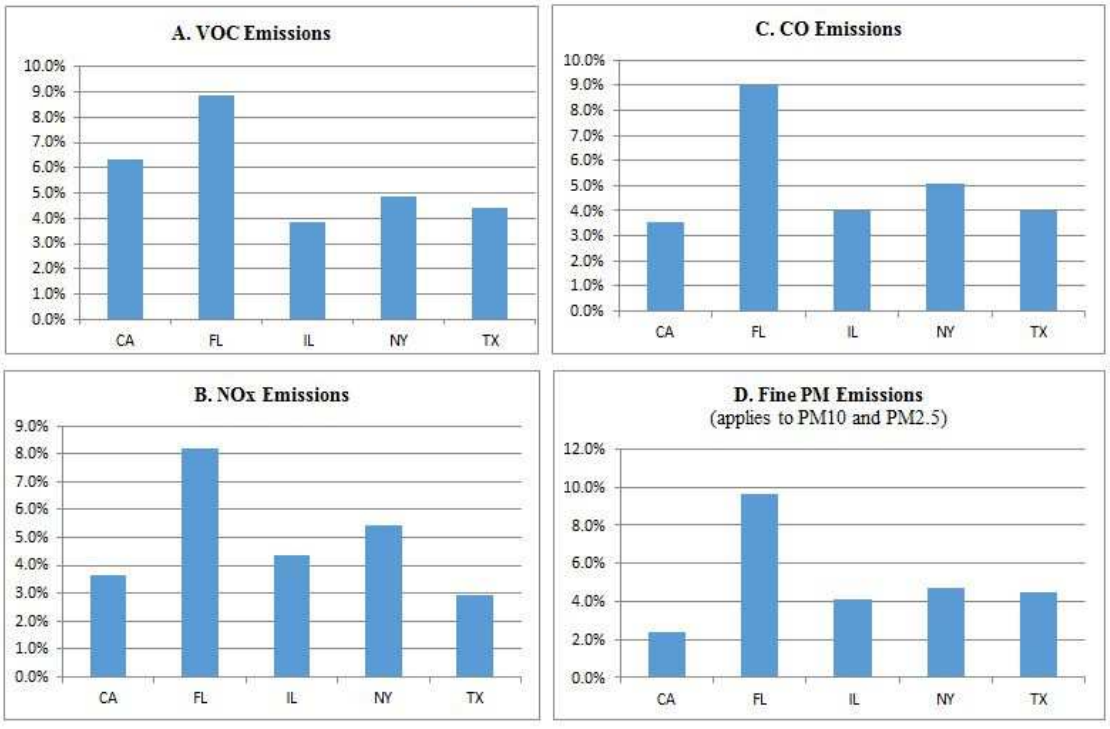
Table 5: Estimated Change in GLGE Emissions, 2018 vs 2011

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.

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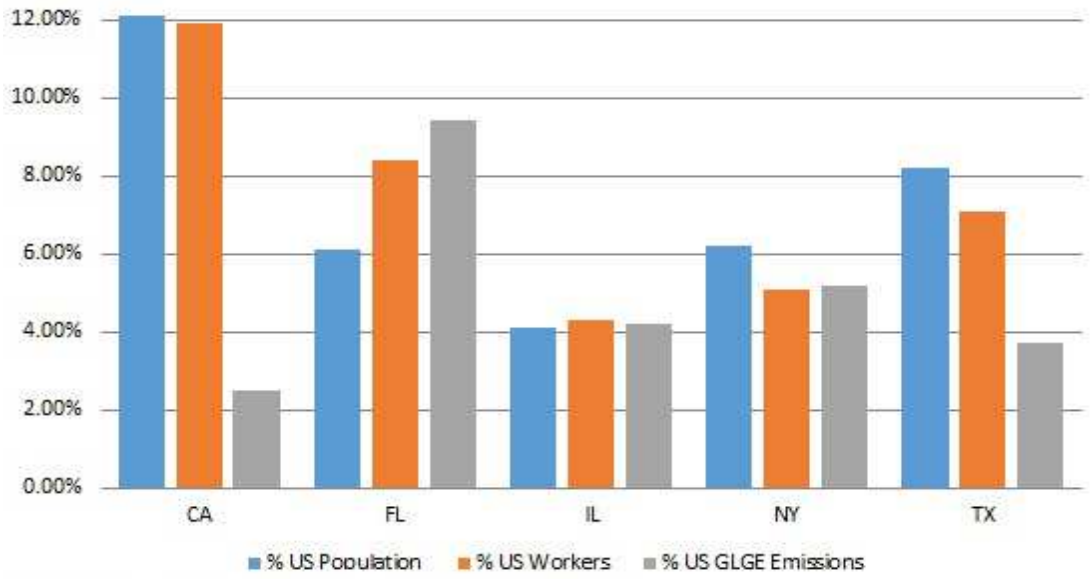
Florida's GLGE emissions were 1.4 to 2.1-times higher compared with emissions in states having the next highest level of emissions in each GLGE pollutant category, and 2.2 to 4.4-times higher compared with emissions in states having the lowest level of emissions in each GLGE pollutant category (**FIGURE 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 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 EPA[1] 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.

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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 standards[32] can only be approximated.

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

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.

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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.

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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.

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.

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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.

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Time of Day Restrictions

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

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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 20th - September 20th	Town Ordinance	Up to $1,000	$1,500-$5,000
Montclair, NJ	Sec. 217-6 (noise)	May 15th - October 15th, December 15th - March 15th	Police	$100	Up to $2,000; community service; 90 days in jail
Summit, NJ	Sec. 3-8.1(b)(4) (noise)	June 1st - August 31st	Police, Community Services	Notice	$100, $250, $500

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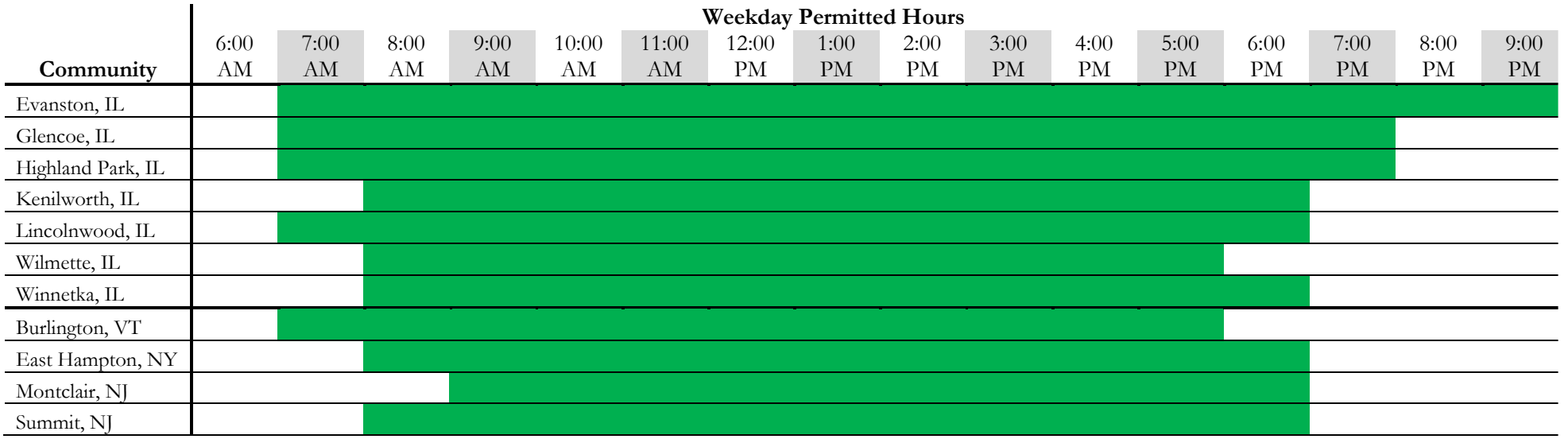
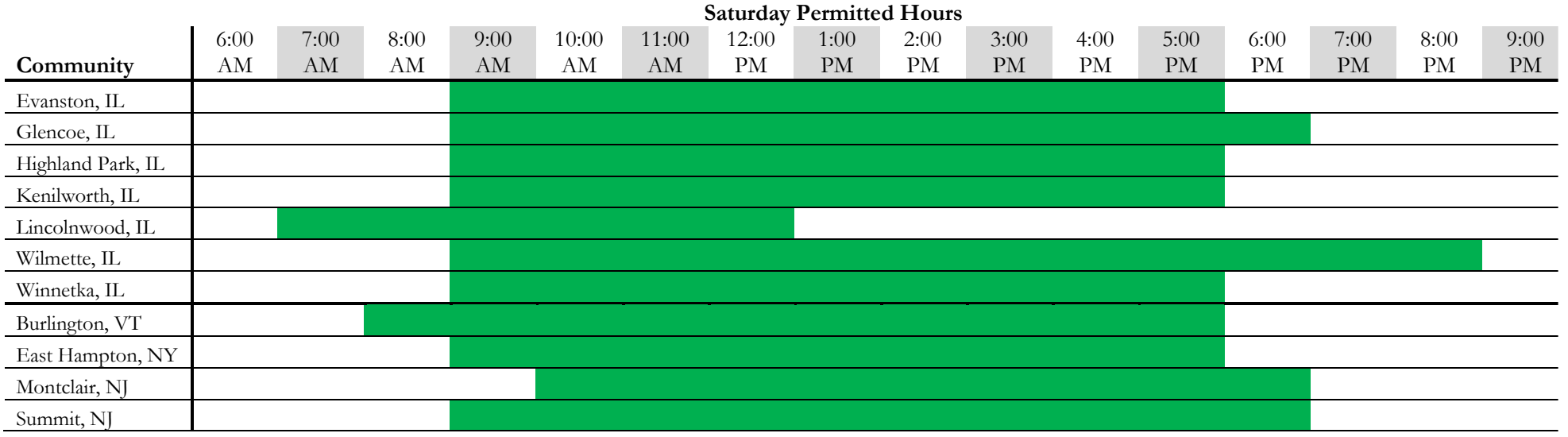
Time of Day Restrictions





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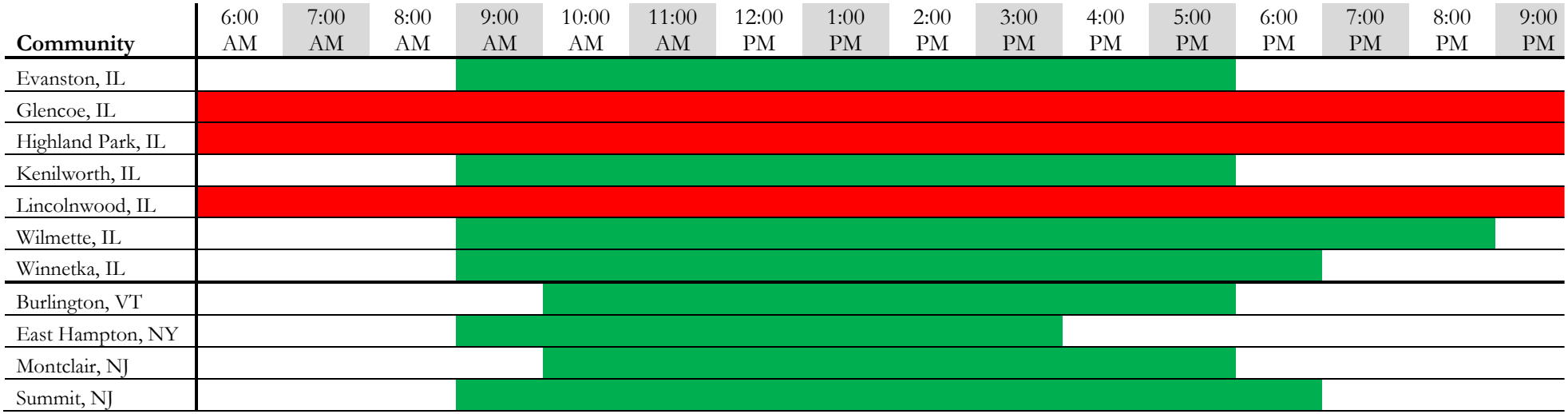
Time of Day Restrictions

Sundays & Holidays Permitted Hours (non-commercial)



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APPENDIX A

Survey of Municipal Leaf-Blower Regulations (Excel Spreadsheet)

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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.municode.com/il/evanston/codes/code_of_ordinances?nodeId=TIT8HESA_CH26LEBL	Health Department	N/A currenlty 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.amlegal.com/nxt/gateway.dll/Illinois/glencoe_il/zoningcode/articleititlean	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	de.com/search?stateId=13&clientId=13923&searchText=leaf%20blower&contentTypeId=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.amlegal.com/codes/kenilworth/latest/kenilworth_il/0-0-0-4257	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.sterlingcodifiers.com/codebook/index.php?book_id=805	Police Department	2	Village Board Memo and Minutes	Yes	$25-$750	Contractor or company	M-F 8am-6pm; S/S/Holidays 9am-6pm.
Lake Forest	Noise Ordinance	com/nxt/gateway.dll/Illinois/lakeforest_il/cityoflakeforestillinoiscodeofordinances?f=templates$fn=default.htm$3.0$vid=amlegal:l	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-5pm Sun and holidays;	4 (doesn't get that many calls)	extension://efaidnbmnnnibpcajpcglclefindmkaj/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.

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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 costruction hours of 7a-6p M-F, 8a-6p Sat, noon-6p Sun		4 No	N/A	N/A	N/A	N/A
Lincolnshire	Noise Ordinance only for contactors, not homeowners	https://www.lincolnshireil.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)	Up to $500	Homeowners never fined - contract companies may be fined depending on police decision	Permitted 7am-7pm M-F; 8am-6pm Sat.; no work Sunday or holidays.
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	Speak to contractor + homeowner, give violation notice. Second offense = citation.	Judge gives fine; village suggests fine	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	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 than normal construction hours	5 (no issues, barely ever comes up)	No	Unclear	Unclear	Unclear	
Mundelein	No	N/A	N/A	N/A	N/A	N/A	N/A	N/A	No ordinances for any landscaping practices
Northbrook	Yes - Noise ordinance	https://library.municode.com/il/northbrook/codes/code_of_ordinances?nodeId=Chapter%2016%20%E2%80%93%20NUISANCES	Complaint-based; Police Department enforces	2.5 (Only enforced when residnt 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	Except temporarily in the case of urgent necessity to protect public health or safety, no person shall cause or permit the operation of any blower, fan, pump, or compressor, or engine or motor which emits noise of a continuous or penetrating nature that disturbs the comfort or response of any reasonable person of ordinary sensibilities occupying residential property within the area of audibility, if the sound level exceeds 63 dBA between 10:00 pm to 7:00 am or 68 dBA between 7:00 am to 10:00 pm in residential zones.
Northfield	No	N/A	N/A	N/A	COW February and March 2021 Packets	N/A	N/A	N/A	None
Oak Park	Noise + leaf blower ordinances	https://www.oak-park.us/newsletters/mayjune-2018/help-keep-oak-park-beautiful	Public works	1	Feb 2020 and June 2021 Village Board Meetings	Yes	Determined by judge	Homeowner if homeowner is operating; landscape company if worker is operating	The use of gas-powered leaf blowers emanating more than 65 decibels or failing to meet federal emission regulations is prohibited from June through October. The ban applies to both landscapers and homeowners. Gas-powered blowers that emanate fewer than 65 decibels and meet emission standards may be used during the ban if they have been tested and approved by the Village. Cannot be used June 1-October 1. Two complaints last year and residents were more concerned with noise and ordinance does not address the issue.

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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	mlegal.com/codes/riverwoodsil/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	de.com/il/vernon_hills/codes/code_of_ord	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.amlegal.com/codes/winnetka/latest/winnetkaords-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	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 proeprty 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 Juune 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.	September 16th through June 14th	Title V - Regulations Upon the Use of Private Property
Aspen, CO	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.	N/a	City of Aspen's Noise Ordinance
Belvedere, CA	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	N/a	City of Belvedere Noise Code
Berkeley, CA	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.	N/a	City of Berkeley Community Noise Municipal Code
Beverly Hills, CA	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.	N/a	City of Beverly Hills Portable Gasoline Engine Powered Blower
Boulder, CO	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.	7:00 am to 9:00 pm	City of Boulder's Noise Ordinance
Brookline, MA	Gas-powered leaf blowers are prohibited, electric-powered leaf blowers are permitted during the hours of operation	8:00 am to 8:00 pm, Monday through Friday and 9:00 am to 6:00pm on Saturdays, Sundays, and legal holidays	Town of Brookline's Leaf Blower Control
Cambridge, MA	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. 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.	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	While City Council members and residents have expressed opposition against gas-powered leaf blowers, the City continues to follow the current leaf blower regulation. 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.	N/a	Carmel-by-the-Sea Municipal Code Combustion Engine Blowe

Attachment: 3- Final Report- Leaf Blower Working Group- 12-15-22 (6578 : Sustainability Commission Recommendation on Gas Powered Leaf

Claremont, CA	**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 manimize 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 withstanding 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;	7:00 am to 10 pm	Claremont Municipal Code
Del Mar, CA	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.	N/a	Del Mar Noise Regulations
Dobbs Ferry, NY	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 subsequenct offense in the same calendar year. A "person" includes the owner of the property and the operator fo the leaf blower.	**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.	Dobbs Ferry Noise Provisions Resolution
Evanston, IL	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.	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.	City of Evanston's Use of Leaf Bowers Ordinance
Foster City, CA	No person shalluse or operate a leaf blower. Leaf blowers are defined as portable equipment that is powered by a salf-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 trimmings 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.	No person shall use or operate a leaf blower in a residential zoning district or within one hundred yards of a residential zoning district before 8:00 am or after 5 pm Monday through Friday, nor prior to 9:00 am or after 5:00 pm on Saturdays or at any time on Sundays or at any time on the following holidays: New Years Day, Presidents' Day, Memorial Day, 4th of July, Labor Day, Thanksgiving, Christmas.	Foster City Municipal Code: General Performance Standards: I
Farmingham, MA	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.	7:00 am - 10:00 pm Sunday through Thursday. 8:00 am to 11:00 pm on Friday through Saturday.	Farmingham Nuisance Noise Ordinance
Hastings, NY	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.	May 16 through October 14, 9:00 am to 5:00 pm	Hasting's Leaf Blower Law
Honolulu, HI	It i 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 of subsequent violation within one year of the first violation. Police officers enforce violations.	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.	Honolulu Ordinance Relating to Gasoline-Powered Leaf Blowe
Houston, TX	***No ordinance for leaf blowers.*** **Residential property:** 65 dBA during daytime hours. 58 dBA during nighttime hours. **Nonresidential property:** 68 dBA at all times.	**Daytime hours:** 8:00 am to 10:00 pm. **Nighttime hours:** 10:01 pm to 7:59 am the following day.	City of Houston Noise and Sound Level Regulation
Indian Wells, CA	Indian Wells banned gas-powered blowers in 1998, except on golf courses.	N/a	You've Got Issues: Prohibit Noisy Leaf Blowers?
Key West, FL	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.	N/a	Key West Leaf Blowers Ordinance
Laguna Beach, CA	The city of Laguna Beach banned leaf blowers (both gas and electric in 1993).	N/a	The price of a blown leaf

Attachment: 3- Final Report- Leaf Blower Working Group- 12-15-22 (6578 : Sustainability Commission Recommendation on Gas Powered 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	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 Lose 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.	October 1 through May 14th from 8:00 am to 6:00 pm on weekdays and 100:00 am to 4:00 pm on Saturdays. Leaf blowers are prohibited on Sundays and holidays.	Mamaroneck Noise Regulation
Menlo Park, CA	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 nozzel 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 delivere or mailed to the property owner on which the violation occurred.	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 Fla
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 Sndays 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.	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	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.	**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	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.	March 15th through April 30th, inclusive, and October 15th and December 15th, inclusive, of each calender 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	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 Portland. 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 Portland. Leaf blowers that are on the certified list of 65 dBA, or quieter, may be operated within the City of Portland year round.	**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	***No ordinance for leaf blowers.*** Any provision violating the provisions of the Noise Ordinance shall be fined in an amount no 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 Portsmouth Police or the Building Inspector of the City of Portsmouth or his agent.	N/a	City of Portsmouth Noise Ordinance
Rye, NY	Lawn mowers, leaf blowers, and outdoor vacuum cleaners shall have a permitted intensity of 85 db(A).	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

Attachment: 3- Final Report- Leaf Blower Working Group- 12-15-22 (6578 : Sustainability Commission Recommendation on Gas Powered Leaf

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 Barabara 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 inquries.	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: Blowering 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	**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, N	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 has-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*

From: Chris Leiner <cleiner@nbparks.org>
Sent: Monday, November 28, 2022 1:53 PM
To: Pavlicek, Cara <Cara.Pavlicek@northbrook.il.us>
Cc: Molly Hamer <MHamer@nbparks.org>
Subject: RE: gas powered leaf blowers

Cara,

Thank you for providing the Park District an update on the direction being considered by the Advisory Group on gas powered backpack blowers. The Park District is true to our mission and is very supportive of environmental initiatives throughout our community.

The issue being studied by the Village has been a topic of conversation among Park Districts for some time. The Northbrook Park District has previously tested a variety of equipment to determine the suitability of battery powered landscaping equipment, specifically battery powered backpack blowers. Based on recent tests of currently available commercial battery powered equipment, the District has not found a suitable replacement for the existing gas-powered blowers to manage the size and scope of our Park District operations.

The District's existing gas-powered blowers produce a blowing force of 41 Newtons or 912 CFM's at the nozzle. In comparison, the best performing battery powered backpack blower tested by staff produces a blowing force of 21 Newtons or 553 CFM's at the nozzle. The District uses gas powered backpack blowers daily to maintain athletic fields, playgrounds, walking paths, parking lots, pool decks, and at the golf course. The District would be unable to maintain the current standard of property maintenance if the Park District's use of gas-powered backpack blowers were limited. The District actively manages approximately 511 acres of developed park land, and use of existing equipment is crucial to continued success in managing these properties.

The District considers itself an early adopter of new technologies and is supportive of the process. However, the currently technology available in battery powered backpack blowers does not provide the capacity needs of the Park District.

Again, thank you for engaging our team in the discussion. Please reach out with any questions you have as you move through the process with the Advisory Committee.

Thanks,

Chris Leiner, CPRP
Director of Parks & Properties
545 Academy Drive
Northbrook, IL 60062

847-897-6115 | nbparks.org

Enhancing our community by providing outstanding services, parks and facilities

Attachment: 4- NB Park District Email (6578 : Sustainability Commission Recommendation on Gas Powered Leaf Blowers)

MEMORANDUM
VILLAGE OF NORTHBROOK
PUBLIC WORKS

TO: CARA PAVLICEK, VILLAGE MANAGER

FROM: KELLY HAMILL, PUBLIC WORKS DIRECTOR

DATE: March 14, 2023

SUBJECT: A RESOLUTION AUTHORIZING A CONTRACT FOR LANDSCAPE MAINTENANCE SERVICES

The Public Works Department is responsible for the care and upkeep of the Village's landscaping at all Village facilities, the Central Business District (CBD), commuter parking lots, gateway entry signs, the Pop-up Patch (while the Village is utilizing it), and other various locations throughout the Village. The Village utilizes contractual assistance for much of this landscape maintenance.

The Village's contract for landscape maintenance expired at the end of the 2022 season. In preparation for the rebidding of this contract, staff from the Public Works Department and the Sustainability Coordinator conducted a thorough review of the scope of work and identified areas where the scope needed updating. The revised scope of work includes the landscape maintenance at the Police Station, Fire Station 11, and the Water Treatment Plant which were previously maintained by the Northbrook Park District. Also included is the landscape work for the Public Works Center, all gateway signs, daylily planting beds, and the Pop-up Patch which were previously maintained by in-house staff. Similar to the Right-of-Way mowing contract approved on February 28, in-house personnel currently maintaining these locations will be redirected to other essential programs such as the revised sidewalk grinding or street patching programs, and tree maintenance activities. It should be noted that the revised scope of work included provisions for the use of electric and gas-powered leaf blowers. Electric leaf blowers are required from May through October, which is the bulk of the maintenance season. Gas-powered leaf blowers are only allowed for use during October, November, and April.

On January 12, 2023, staff released a Request for Proposals (RFP) with the revised scope. The document was sent to seven regional landscape maintenance companies and was posted on the Village's website. Five sealed proposals were received. A summary of the proposals received is included in Table 1 below. A more detailed breakdown of costs is included in Exhibit A.

Table 1. Summary of Costs - Landscape Maintenance

Completed Bids

Vendor	Base Bid	Recommended Alternates*	Total cost
CityEscape Garden Design, LLC	$71,125	$63,675	$134,800
Moore Landscapes	$66,678	$131,079	$197,757

Incomplete Bids

Vendor	Base Bid	Recommended Alternates*	Total cost
Mark 1 Landscapes	$71,125	$63,675	$134,800
Apex Landscaping, Inc.	$66,522	$97,145	$163,667
BrightView Landscapes, LLC	$88,856	$77,877	$166,733

* This price includes the cost of the Integrated Pest Management (IPM) program which is further detailed in Table 2. It also

includes the cost of insect and disease control, mulching, flower installation, supplemental watering, weed control, fertilization, seasonal cleanup, aeration, vine maintenance, gateway sign maintenance, daylily bed maintenance and Pop-Up Patch maintenance. These services occur less frequently than "base" services like mowing, which occurs weekly.

A review of the proposals identified that Mark 1 Landscape, Inc., Apex Landscaping, Inc., and BrightView Landscapes were unable to meet the needs of the Village as they did not provide pricing for all services desired. CityEscape Garden Design, LLC. and Moore Landscapes submitted for the full base bid and all recommended alternates. Staff conducted a detailed reference check for CityEscape Garden Design, LLC and were not satisfied with the responses. While it should be noted that not all references were negative, two references were not satisfied with services and would not recommend. Moore Landscapes has been a landscaping contractor for the Village over the past five years and originally planted the downtown streetscapes. Staff has been satisfied with their work over the duration of the expiring contract. Further, they are a local business who understands the needs of the Village and being local, can respond quickly to the needs of the Village.

Following guidance from the Climate Action Plan (CAP), Staff included an alternate for Integrated Pest Management (IPM) in this contract. The IPM establishes best practices for landscape maintenance and satisfies Greenspace 3-3 (GS 3-3). The goal of IPM is to deliver effective pest control while at the same time reducing the volume of toxicity of pesticides used and human and environmental exposure to pesticides. The use of pesticides is not restricted by this specification; however, the intent is to significantly reduce the amount of pesticides used. Furthermore, IPM is a process for achieving long term, environmentally sound, weed and plant pest control through the use of a wide variety of technological and management practices. Control techniques in an IPM include a combination of pest monitoring, good sanitation practices, education, grounds maintenance, alternative physical, mechanical and biological pest control, and the use of pesticides when warranted according to a predetermined hierarchy of pest management choices, formulations and application techniques that will minimize the exposure and potential risk to people and the environment. The annual IPM cost will be in addition to the base bid costs listed above; it is included in the recommended alternates total. A summary of the cost proposals for a Village-wide IPM program is available below in Table 2.

Table 2. Alternate Proposal - Integrated Pest Management

Vendor	Total Additional Cost
BrightView Landscapes, LLC	$1,590
CityEscape Garden Design, LLC	$2,630
Apex Landscaping Inc.	$4,561
Moore Landscapes	$30,574

Public Works Staff, along with the Sustainability Coordinator, conducted a review of the IPM proposals and identified that Moore Landscapes submitted the only comprehensive and responsible bid for IPM services. For comparison purposes, the Village of Hinsdale has a well-established IPM program with an annual cost of $60,000. The IPM portion of the contract will be managed by the Sustainability Coordinator.

Staff recommends entering into a contract with Moore Landscapes for the maintenance of landscaping at Village Buildings, the Central Business District and at various locations throughout the Village and for the IPM program. Any other alternate services will be determined and authorized on an as needed basis. Moore Landscapes' bid included a comprehensive schedule for all base bid and alternate services and the only accurate bid for a Village-wide IPM program. The bid for IPM may be considerably higher if bid individually due the economies of scale involved with labor for the contract in its totality. The Village

retained Moore Landscapes for Right-of-Way mowing from 2017 to 2022 and was satisfied with their quality of work.

Landscape maintenance services will be provided under a one-year contact effective May 1, 2023, with options to renew annually up to four times with cost adjustments not to exceed the average CPI increase for the Chicago area over the previous 12-month period.

Sufficient funds are budgeted for this work in the Draft Fiscal Year 2023/2024 Budget in the General Fund account numbers 11-4100-554-00 (Professional Services) and 11-4100-524-80 (Other Facilities Maintenance), and in Parking Fund Account number 22-7200-524-00 (Buildings & Grounds).

Account	Account Number	Draft Budget	Available	Request	Amount Remaining	Within Budget
Professional Services	11-4100-554-00	$525,405	$525,405	$179,458	$345,947	Yes
Civic Building Maintenance	11-4100-524-80	$7,815	$7,815	$5,067	$2,748	Yes
Metra Bldg. & Grounds	22-7200-524-00	$13,800	$13,800	$13,232	$568	Yes

Staff recommends Village Board approval of a Resolution authorizing the execution of a contract for landscape maintenance services at Village Buildings, the Central Business District and various locations with Moore Landscapes of Northbrook, Illinois in the amount of $167,183 and Integrated Pest Management in the amount of $30,574 for a total amount of $197,757. Staff will be present at the March 14, 2023 Board meeting to address any questions that may arise.

Resolution (ID # 6539)

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 a Contract for Landscape Maintenance services with Moore Landscapes, Inc. of Northbrook, Illinois

is hereby adopted, as follows:

Section 1. Recitals.

The Public Works Departments is responsible for the care and upkeep of the Village's landscaping at Village facilities, the Central Business District ("***CBD***"), Metra train station, commuter parking lots, gateway sign locations, the Pop-up Patch, and Daylily beds throughout the Village. The Village's current contract expires April 30, 2023 and this is the first re-bid of the contract since 2018. Staff conducted an in-depth review of required services and scope of work. The new scope of work includes landscape and turf maintenance at Fire Station 11, the Water Treatment Plant and the Police Station, which all were previously maintained by the Park District. Also added to the scope of work is the landscape and turf maintenance at the Public Works facility, all gateway sign locations, the Pop-up Patch, and Daylily beds throughout the Village which were previously maintained by Public Works staff. Lastly, with guidance from the Climate Action Plan, Staff included a bid alternate for Integrated Pest Management ("***IPM***") with the scope of work to deliver effective pest control while reducing the volume of toxicity of pesticides used and exposure to pesticides

In January 2023, Public Works staff prepared a request for proposals ("***RFP***") that detailed specifications for landscape maintenance of grounds listed above, along with additional perennial plantings, flower pot plantings, and hanging baskets throughout the Central Business District ("***Landscape Maintenance Services***"). RFPs were provided to seven regional companies that specialize in landscape maintenance and posted to the Village's website. Five proposals were received and opened on January 28, 2023. The most complete proposal for Landscape Maintenance Services was submitted by Moore Landscapes of Northbrook, Illinois ("***Vendor***") in the amount of $167,183 for base and supplemental services and $30,574 for the Integrated Pest Management program. Staff, including the Village's Sustainability Coordinator, determined that the Vendor was the only contractor to submit a comprehensive proposal for the IPM alternate. The Vendor has provided landscaping services to the Village before in the form of right-of-way mowing and initial flower planting and maintenance in the CBD. Staff has been satisfied with the Vendor's prior work with the Village. The Vendor is a local company that understands the needs of the Village and has historically provided quick and timely responses to work requests.

Based on these factors, Village staff recommends approval of an agreement between the Village and Vendor in the amount of $167,183 for Landscape Maintenance Services and $30,574 for IPM services for a total contract amount of $197,757 ("***Agreements***").

The Fiscal Year 2023/2024 Draft Budget includes sufficient funds in the General fund Account Nos. 11-4100-524-80 and 11-4100-554-00 and in the Parking Fund Account No. 22-7200-524-00 for contractual landscape and IPM services at the Village Hall, Fire Stations 10, 11 and 12, the Water

Filtration Plant, Police Station, Public Works Facility, Civic Building, CBD, Metra Train Station, Commuter Parking Lots, Gateway signs, the Pop-up Patch, and various Daylily beds throughout the Village. This new contact comes with the option of up to four one-year renewals.

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

Section 2. Approval of Agreements.

The Agreements with Vendor are approved in a form acceptable to the Village Manager and the Village Attorney.

Section 3. Authorization to Execute Agreements.

The Village Manager and the Village Clerk are hereby authorized and directed to execute and seal, on behalf of the Village, the Agreements only after receipt by the Village Clerk of at least three original copies of the Agreements executed by Vendor; provided, however, that if such executed copies of the Agreements are not received by the Village Clerk within 30 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: 3/14/2023

ATTEST:

_____
Village President

_____
Village Clerk

2023/2024 Landscape Maintenance Breakdown of Costs

	Village Hall		Civic Center		Fire Station 10		Fire Station 11		Fire Station 12		Water Plant		Police Station	
Vendor	**Base**	**Supplemental**	**Base**	**Supplemental**	**Base**	**Supplemental**	**Base**	**Supplemental**	**Base**	**Supplemental**	**Base**	**Supplemental**	**Base**	**Supplemental**
Mark 1 Landscapes	$6,025	$6,540	$3,254	$1,565	$4,060	$2,250	$3,158	$2,005	$3,640	$2,215	$1,708	$735	$6,980	$3,705
CityEscape Garden Design	$6,921	$5,819	$3,097	$1,970	$4,301	$2,347	$4,820	$2,270	$4,362	$2,310	$3,233	$1,135	$5,635	$3,440
Apex Landscaping	$4,708	$8,095	$5,554	$2,271	$4,172	$3,251	$10,165	$6,126	$5,068	$4,596	$3,864	$874	$8,126	$3,867
BrightView	$7,153	$8,678	$3,116	$2,522	$4,849	$2,975	$3,289	$2,517	$4,202	$3,115	$4,501	$2,809	$6,271	$4,835
Moore Landscapes	$6,322	$9,820	$1,894	$3,259	$2,697	$3,020	$2,845	$4,177	$3,695	$3,586	$4,425	$3,729	$7,570	$7,632

	Metra Station		CBD		Public Works		Gateway Signs		Pop-up Park		Daylily Beds	IPM	Perennial Plantings	Totals
Vendor	**Base**	**Supplemental**	**Base**	**Supplemental**	**Base**	**Supplemental**	**Base**	**Supplemental**	**Base**	**Supplemental**				
Mark 1 Landscapes	$8,380	$4,080	$21,905	$34,175	$4,760	$6,405	$5,600	No bid	No bid	No bid	$1,655	No bid	No bid	$134,800
CityEscape Garden Design	$8,330	$2,025	$32,338	$25,970	$5,846	$6,880	$1,130	$1,400	$850	$600	$1,345	$2,630	$1,707	$142,711
Apex Landscaping	$7,454	$1,605	$7,287	$44,181	$6,538	$7,849	$616	No bid	No bid	No bid	$2,970	$4,561	$9,870	$163,667
BrightView	$7,943	$2,676	$37,912	$30,350	$7,640	$9,630	No bid	No bid	No bid	No bid	$1,980	$1,890	$5,880	$166,733
Moore Landscapes	$7,045	$6,187	$9,595	$33,009	$7,970	$10,946	$3,900	$5,310	$5,600	$1,430	$3,120	$30,574	$8,400	$197,757

Attachment: Exhibit A - Breakdown of Costs (Landscape Maintenance) (6539 : A Resolution Authorizing a