Village of Northbrook

Board of Trustees

REGULAR MEETING AGENDA

SANDRA "SANDY" FRUM BOARD ROOM
NORTHBROOK VILLAGE HALL, 1225 CEDAR LANE
TUESDAY, MAY 23, 2023

7:30 PM

1. ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. SWEARING IN

4. MINUTES APPROVAL

A. Review and Approval of the May 9, 2023 Regular Board of Trustees Meeting Minutes

5. PUBLIC COMMENT TIME

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

6. MANAGER'S REPORT

7. WARRANT LIST

A. Review and Approval of Payments to be Made

ATTACHMENTS:

- Payments to be Made Per Listing Dated May 1, 2023 - May 15, 2023 (Alpha & Descending Lists)

B. Review of Frontage Deposit List Dated May 14, 2023

ATTACHMENTS:

- Frontage Deposit List Dated May 14, 2023

8. PRESIDENT'S REPORT

A. COMMUNITY MOMENT

B. PROCLAMATION:
A Proclamation Recognizing May as Asian American and Pacific Islander Heritage Month

C. PROCLAMATION:
A Proclamation Recognizing May as National Physical Fitness and Sports Month

D. PROCLAMATION:
A Proclamation Recognizing June 2, 2023 as National Gun Violence Awareness Day

E. PROCLAMATION:
A Proclamation Recognizing June 4-10, 2023 as National Garden Week

F. PROCLAMATION:
A Proclamation Recognizing June 11, 2023 as Race Amity Day

G. **RESOLUTION NO.23-**
A Resolution Approving a Pre-Development Agreement for the Northbrook Court Property

ATTACHMENTS:
- Northbrook Court Pre Development Agreement May, 2023 (00132432-2)
- 2022_1213 NBC ZoningExhibits

9. CONSENT AGENDA

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

A. **RESOLUTION NO.23-**
A Resolution Authorizing a Contract for Traffic Signal Control Box Upgrades with Meade Electric Company of Willowbrook, Illinois

ATTACHMENTS:
- PROPOSAL Northbrook -Shermer @ Meadows - Order and Install RxR Traffic Cabinet - 2023
- PROPOSAL Northbrook -Shermer @ Walters - Order and Install RxR Traffic Cabinet - 2023

B. **RESOLUTION NO.23-**
A Resolution Authorizing an Agreement for Shermer Corridor Phase II Engineering Services with A. Epstein and Sons International, Inc. of Chicago, Illinois

ATTACHMENTS:
- Exhibit A - Shermer Road Side Path Project Location Map
- Exhibit B - Shermer Phase II Scope - Epstein

C. **RESOLUTION NO.23-**
A Resolution Authorizing the Renewal of an Agreement for Pavement Marking Services with Preform Traffic Control Systems, Ltd. of Elk Grove Village, Illinois

ATTACHMENTS:

- Exhibit A - Pavement Marking Materials Unit Pricing
- Exhibit B - 2023 - 2024 Pavement Marking Map

D. **RESOLUTION NO.23-**

A Resolution Authorizing Renewal of an Agreement for Cemetery Burials and Related Service with Property Werks of Northern Illinois, Inc. D/B/A Professional Cemetery Services of Dundee, Illinois

ATTACHMENTS:

- Exhibit A - Cemetery Burials and Related Services

E. **RESOLUTION NO.23-**

A Resolution Authorizing an Agreement for Engineering Services for Water Main Replacement & Roadway Reconstruction in the Northbrook Huntington Subdivision with Gewalt Hamilton Associates, Inc. of Vernon Hills, Illinois

ATTACHMENTS:

- Exhibit A - Watermain Design Project Location Map
- Exhibit B - Watermain Design Contract

F. **RESOLUTION NO.23-**

A Resolution Authorizing the Spring 2023 Parkway Tree Planting Program and the Purchase of 285 Parkway Trees through the Suburban Tree Consortium

G. **RESOLUTION NO.23-**

A Resolution Authorizing an Agreement for Refurbishment of Pumper Squad Unit #57 with MaQueen Equipment of Aurora, IL

ATTACHMENTS:

- SQUAD 11 Refurb Quote Part 2
- Foreign Fire S11 Resolution

H. **RESOLUTION NO.23-**

A Resolution Appointing a Delegate and Alternate Delegate to the Intergovernmental Risk Management Agency (IRMA)

I. **RESOLUTION NO.23-**

A Resolution Extending the Temporary Suspension of Police Alarm Service Charges for Residential Alarm Users

J. **RESOLUTION NO.23-**

A Resolution Waiving Competitive Bidding and Authorizing an Agreement with Dacra Tech, LLC of Rosemont, IL

ATTACHMENTS:

- Northbrook - Dacra Tech Master Service Agreement - 5-11-23

K. **RESOLUTION NO.23-**

A Resolution Approving Task Order No 14 with Sentinel Technologies for a Telephony System Upgrade

ATTACHMENTS:

- Exhibit A - Sentinel Task Order No 14

L. **RESOLUTION NO.23-**
A Resolution Approving the Purchase of Network Switches from Sentinel Technologies

ATTACHMENTS:
- Sentinel Technologies Quote 001422 v1.30

M. **RESOLUTION NO.23-**
A Resolution Providing for a Feasibility Study for a Proposed Northbrook Court Tax Increment Financing District and Business District and Approving a Professional Services Agreement for Economic Development Consulting

ATTACHMENTS:
- Exhibit A - Aerial Boundary Exhibit
- Exhibit B - Economic Development Consulting Services Agreement with Michio Murakishi - Northbrook Court

N. **ORDINANCE NO.23-**
An Ordinance Amending the Northbrook Zoning Code to Allow Multi-Color Electronic Message Board Display in the IB Institutional Building District (St. Norbert's & Our Lady of the Brook – 1809 Walters Avenue) (Plan Commission Docket No. PCD-23-02)

ATTACHMENTS:
- 1809 Walters - PC Resolution, Minutes, Staff Report
- 1809 Walters - ACC Staff Report
- 1809 Walters - Public Comment
- 1809 Walters - Formal Application
- 1809 Walters - Industry Research from Applicant
- 1809 Walters - Sign Plan

O. **ORDINANCE NO.23-**
An Ordinance Granting Special Permit for Ground Sign With Multi-Color Electronic Message Board Display and Setback Variation In IB District (St. Norbert's & Our Lady of the Brook – 1809 Walters Avenue) (Plan Commission Docket No. PCD-23-02)

ATTACHMENTS:
- 1809 Walters - Exhibit A-C

COMMITTEE REPORTS

10. ADMINISTRATION AND FINANCE

A. **RESOLUTION NO.23-**
A Resolution Approving Contributions to Non-Profit Community Organizations

B. **RESOLUTION NO.23-**
A Resolution Approving a Contribution to Hunger Resource Network

C. **RESOLUTION NO.23-**
A Resolution Approving a Contribution to North Suburban Legal Aid Clinic

11. 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.

1. Preliminary Review of a Request for Special Permit for Vasa Fitness, LLC at 4125 Dundee Rd (Sanders Court)

   ATTACHMENTS:
   - 4125 Dundee - Application Summary, Aerials, Site Photos
   - 4125 Dundee - Sustainability Addendum
   - 4125 Dundee - Applicant Submittal

12. COMMUNITY AND SUSTAINABILITY

13. PUBLIC WORKS AND FACILITIES

14. PUBLIC SAFETY

15. COMMUNICATIONS AND OUTREACH

16. REMARKS FOR THE GOOD OF THE ORDER

17. CLOSED SESSION

18. ADJOURN

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

VILLAGE OF NORTHBROOK
COOK COUNTY, ILLINOIS
Tuesday, May 23, 2023

VILLAGE OF NORTHBROOK

GENERAL LEDGER SYSTEM
WARRANT LIST

MAY 1, 2023 - MAY 15, 2023
FOR 05/23/2023 MEETING

CHECK NUMBER	VENDOR NAME	PURPOSE	AMOUNT
302928	2918 CHERRY LLC	UTILITY REFUND - FIN	16.28
302825	911 TECH INC	SUBSCRIPTION - PD	5,090.00
302835	ACCURATE EMPLOYMENT SCREENING, LLC	SERVICES - GG	580.96
302777	ACE NORTHBROOK HARDWARE & RENTAL	SUPPLIES - PW	366.72
302861	ADAM WORTHINGTON	UNIFORMS - PD	566.04
5719(A)	ADDIS LAW GROUP	LEGAL SERVICES - GG	17,000.00
5677(A)	ADVANCED TREE CARE	SERVICES - PW	11,118.00
5678(A)	AIR ONE EQUIPMENT INC	SUPPLIES - FD	745.00
302926	AJD COMPUTER SPECIALIST, INC	SUPPLIES - FIN	65.00
302827	AL WARREN OIL CO INC	FUEL - PW	21,892.11
302927	ALAN COSBY	UTILITY REFUND - FIN	3.67
302862	ALAN SMITH	UNIFORMS - PD	173.28
302863	ALEXANDER GIARMIDIS	UNIFORMS - PD	173.28
302847	ALLIED GARAGE DOOR INC	SERVICES - PW	982.26
5715(A)	ALPHA BUILDING MAINTENANCE SERVICE	PROFESSIONAL SERVICES - PW	647.50
5679(A)	AMALGAMATED BANK OF CHICAGO	DEBT SERVICE - FIN	1,773,458.13
302864	AMANDA BURKE	UNIFORMS - PD	97.80
302865	AMANDA JAEGERS	UNIFORMS - PD	566.04
302857	AMANDA WRANN	UNIFORMS - PD	173.28
5712(A)	AMAZON.COM SERVICES, INC.	SUPPLIES - GG	1,989.13
5716(A)	AMERICAN PRINTING TECHNOLOGIES INC	PRINTING - GG	694.96
302846	AMERICAN TAXI DISPATCH, INC	SENIOR TRANSPORTATION - FIN	148.40
302745	AMERICAN WATER WORKS ASSOCIATION	SUPPLIES - PW	108.50
302866	ANDREW CISZEK	UNIFORMS - PD	173.28
302851	ANGELA BAIOCCHI	UNIFORMS - PD	173.28
302867	ANGELIKA MCGEE	REIMBURSEMENT - PD	84.49
302868	ANGELO WELLS	UNIFORMS - PD	173.28
302869	ANTHONY MASCOLO	UNIFORMS - PD	173.28
302821	APEX LANDSCAPING INC.	PROFESSIONAL SERVICES - PW	3,429.39
302746	AQUATIC ECOSYSTEM MANAGEMENT, INC	SERVICES - PW	905.00
302839	ARLINGTON HEIGHTS FORD, LLC	PARTS - PW	58.34
302751	ARTHUR CLESEN, INC.	SUPPLIES - PW	1,644.00
302747	AVOCATION SOFTWARE/ EAC SUBMISSIONS	SERVICES - FD	573.30
302809	AXON ENTERPRISE, INC.	EQUIPMENT - PD (*)	50,400.00
302828	BACKFLOW SOLUTIONS, INC.	SERVICES - PW	5,787.57
5680(A)	BAXTER & WOODMAN INC.	PROFESSIONAL SERVICES - PW (*)	25,730.00
5689(A)	BLUE CROSS AND BLUE SHIELD OF ILLINOIS	HEALTH INSURANCE - GG	97.60
302748	BOUND TREE MEDICAL, LLC	SUPPLIES - FD	44.45
302870	BRAD GUTWILLIG	UNIFORMS - PD	566.04
302871	BRADLEY MICHAELS	UNIFORMS - PD	173.28
302872	BRANDON PRATE	UNIFORMS - PD	173.28
302749	BRANIFF COMMUNICATIONS INC.	ANNUAL MAINTENANCE - IT	1,712.00
302873	BRENDAN CAIN	UNIFORMS - PD	173.28
302874	BRETT KIM	UNIFORMS - PD	173.28
302875	BRIAN LAARVELD	UNIFORMS - PD	97.80
302876	BRIAN RILEY	UNIFORMS - PD	97.80
302877	BRYAN MEENTS	UNIFORMS - PD	32.50
302819	BUILDERS ASPHALT, LLC	MATERIALS - PW	1,859.68
5709(A)	CABCONNECT	SENIOR TRANSPORTATION - FIN	64.00
302852	CAITLIN MCKENZIE	UNIFORMS - PD	566.04
302784	CASH	PETTY CASH - FD	406.61
302750	CDS OFFICE TECHNOLOGIES	COMPUTER UPGRADES - IT (*)	85,980.00

Attachment: Payments to be Made Per Listing Dated May 1, 2023 - May 15, 2023 (Alpha & Descending Lists) (6734 : Warrant List)

VILLAGE OF NORTHBROOK

GENERAL LEDGER SYSTEM
WARRANT LIST

MAY 1, 2023 - MAY 15, 2023
FOR 05/23/2023 MEETING

CHECK NUMBER	VENDOR NAME	PURPOSE	AMOUNT
5682(A)	CDW GOVERNMENT INC.	ANNUAL MAINTENANCE - IT	1,886.34
302817	CENTER FOR FAMILY CONSULTATION	PROFESSIONAL SERVICES - PD	2,200.00
302878	CHARLES HULNE	UNIFORMS - PD	173.28
302879	CHRISTOPHER LACINA	UNIFORMS - PD	173.28
302804	CINTAS CORPORATION #2	UNIFORMS - PW	174.94
302752	COMCAST CABLE	CABLE/INTERNET - PD	115.72
302753	COMMONWEALTH EDISON COMPANY	UTILITIES - PW	518.60
302840	CONSTELLATION ENERGY CORPORATION	UTILITIES - PW	40,682.83
302880	CRAIG ROSCOE	UNIFORMS - PD	566.04
302808	CUMMINS SALES AND SERVICE	PARTS - PW	220.83
302754	CUTLER WORKWEAR	UNIFORMS - PW (*)	20,032.16
302858	DARIUS MARTINEZ-COLEMAN	UNIFORMS - PD	97.80
302881	DENISE JASSO	UNIFORMS - PD	158.51
302853	DONALD ANDERSON	UNIFORMS - PD	608.33
302797	DONALD T. DYTKIEWICZ	PROFESSIONAL SERVICES - PW	550.00
302859	DONALD WEINREIS	UNIFORMS - PD	97.80
302830	DORNER COMPANY	PROFESSIONAL SERVICES - PW	2,984.00
302755	EL-COR INDUSTRIES, INC.	PARTS - PW	1,111.82
5714(A)	ELROD FRIEDMAN LLP	LEGAL SERVICES - GG	53,591.00
302882	ERIC GUSTASON	UNIFORMS - PD	205.51
302756	EVANSTON FUNERAL & CREMATION, INC.	PROFESSIONAL SERVICES - PD	450.00
5683(A)	FASTSIGNS	SUPPLIES - PD	140.00
302757	FEDEX	SHIPPING - PW	100.58
302845	FGM ARCHITECTS INC	PROFESSIONAL SERVICES - PW (*)	10,940.00
5708(A)	FIRE SAFETY CONSULTANTS, INC	PROFESSIONAL SERVICES - FD	1,315.00
5710(A)	FIRST CHOICE COFFEE SERVICES	CANTEEN - FD	307.25
5684(A)	FLUORECYCLE, INC.	RECYCLING - PW	715.95
302758	FOOT STONE, INC.	PROFESSIONAL SERVICES - PW	8,003.33
302820	FUJITEC AMERICA, INC.	SERVICES - PW	565.00
5685(A)	GALLS, LLC	UNIFORMS - PD	1,390.20
302848	GENERAL PARTS DISTRIBUTION, LLC	PARTS - PW	96.36
302759	GOLF MILL FORD	PARTS - PW	4,505.10
5686(A)	GRAINGER	SUPPLIES - PW	1,788.82
302760	GRAYBAR ELECTRIC COMPANY INC.	SUPPLIES - PW (*)	31,155.04
302929	HAK & JEOUNG YOON	UTILITY REFUND - FIN	17.44
5687(A)	HAMPTON, LENZINI & RENWICK INC	PROFESSIONAL SERVICES - PW (*)	3,305.00
5688(A)	HAVEY COMMUNICATIONS, INC.	PARTS - PW	3,815.00
302816	HEALTH INSPECTION PROFESSIONALS INC	PROFESSIONAL SEPRVICES - DPS	5,500.00
302767	HEWLETT PACKARD ENTERPRISE	ANNUAL MAINTENANCE - IT	11,251.90
302838	HOLIDAY SEWER & WATER CONSTRUCTION	PROFESSIONAL SERVICES - PW (*)	23,191.45
302761	HOME DEPOT CREDIT SERVICES	SUPPLIES - PW	1,829.94
302762	ILLINOIS LABOR LAW POSTER SERVICE	PRINTING - FD	284.50
302789	ILLINOIS SECRETARY OF STATE	LICENSE PLATES - PW	25.00
302763	ILLINOIS STATE POLICE	PROFESSIONAL SERVICES - GG	56.50
302883	ILONA MYKHNYCH	UNIFORMS - PD	173.28
5691(A)	INTERGOVERNMENTAL RISK MANAGEMENT	DEDUCTIBLE - GG	44,549.07
302764	INTERNATIONAL ASSOCIATION OF ARSON	MEMBERSHIPS - FD	133.00
302765	INTERSTATE POWER SYSTEMS, INC.	PARTS - PW	387.95
302822	J & B SOLUTIONS TO HEALTHY TREES	SERVICES - PW	950.00
5701(A)	J.F. WAGNER PRINTING COMPANY	PRINTING - GG	7,811.00
302766	J.G. UNIFORMS, INC.	UNIFORMS - PD	1,043.95
302884	JAKE PAWLICKI	UNIFORMS - PD	173.28

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WARRANT LIST

MAY 1, 2023 - MAY 15, 2023
FOR 05/23/2023 MEETING

CHECK NUMBER	VENDOR NAME	PURPOSE	AMOUNT
302885	JAMES DAVIDSON	UNIFORMS - PD	173.28
302886	JAMES FRIEL	UNIFORMS - PD	173.28
302887	JAMES PLEPEL	UNIFORMS - PD	173.28
302888	JAMISON HANSELMAN	UNIFORMS - PD	172.02
302889	JARROD DEITRICH	UNIFORMS - PD	173.28
302890	JASON STEINER	UNIFORMS - PD	173.28
302854	JEFF ZIEBKA	UNIFORMS - PD	650.99
302891	JESSICA MOSS	UNIFORMS - PD	97.80
302892	JESSICA SIEGHART	UNIFORMS - PD	97.80
302768	JOHN S. NEENAN	SUPPLIES - PW	225.00
302893	JOHN SEILER	UNIFORMS - PD	379.78
302894	JON GARCIA	UNIFORMS - PD	173.28
302895	JONATHAN SALMI	UNIFORMS - PD	651.71
302818	JONES & BARTLETT LEARNING, LLC	PUBLICATIONS - FD	350.59
302842	KATHLEEN FIELD ORR & ASSOCIATES	LEGAL SERVICES - PW	437.50
302810	KELLEY WILLIAMSON COMPANY	TESTING - PW	507.50
302896	KYLE PILMER	UNIFORMS - PD	913.82
302770	LEACH ENTERPRISES, INC	PARTS - PW	1,549.43
302769	LEADS-ON-LINE LLC	PROFESSIONAL SERVICES - PD	5,195.00
302771	LEE JENSEN SALES COMPANY, INC.	SUPPLIES - PW	865.00
302843	LEOPARDO COMPANIES INC.	PROFESSIONAL SERVICES - PW (*)	27,710.00
302772	LEXIPOL, LLC	ANNUAL SUBSCRIPTION - IT (*)	39,954.90
302806	LEXISNEXIS RISK SOLUTIONS	SUBSCRIPTION - PD	2,533.34
302841	LINDE GAS & EQUIPMENT INC.	SUPPLIES - PW	200.88
5692(A)	LOGSDON OFFICE SUPPLY	SUPPLIES - PD	3,497.53
5699(A)	M.E.S.	MAINTENANCE - FD	1,230.38
5713(A)	MACQUEEN EMERGENCY GROUP	PARTS - PW	4,406.35
302849	MADELINE FARRELL	REIMBURSEMENT - GG	280.22
302897	MARINO CANTU	UNIFORMS - PD	173.28
302898	MATTHEW JOHNSON	UNIFORMS - PD	173.28
302855	MATTHEW KOMIN	UNIFORMS - PD	173.28
302899	MATTHEW PLACEK	UNIFORMS - PD	566.04
302900	MAUREEN CHRISTAKIS	UNIFORMS - PD	97.80
302924	MAUREEN MORRISSEY	UNIFORMS - FD	130.98
302773	MAURO SEWER CONSTRUCTION, INC.	PROFESSIONAL SERVICES - PW (*)	305,772.48
5694(A)	MC MASTER-CARR SUPPLY COMPANY	SUPPLIES - PW	3,516.34
5695(A)	MEADE INC.	SERVICES - PW	10,180.79
302774	MENONI & MOCOGNI, INC.	MATERIALS - PW	5,612.60
302901	MICHAEL MARECI	UNIFORMS - FD	97.80
302902	MICHAEL OVER	UNIFORMS - FD	173.28
302903	MICHAEL TADLEY	UNIFORMS - FD	173.28
302904	MICHAEL TRACY	UNIFORMS - FD	177.94
302844	MICHIO MURAKISHI	BOND REFUND - DPS	6,180.00
302775	MICRO CENTER SALES CORPORATION	SUPPLIES - PW	854.92
5696(A)	MID AMERICAN WATER OF WAUCONDA INC.	SUPPLIES - PW	1,272.00
302811	MIDWEST OPERATING ENGINEERS WELFARE	HEALTH INSURANCE - GG	39,658.00
302812	MIDWEST OPERATING ENGINEERS WELFARE	HEALTH INSURANCE - GG	19,164.00
302813	MIDWEST OPERATING ENGINEERS WELFARE	HEALTH INSURANCE - GG	839.00
302814	MIDWEST OPERATING ENGINEERS WELFARE	HEALTH INSURANCE - GG	839.00
302815	MIDWEST OPERATING ENGINEERS WELFARE	HEALTH INSURANCE - GG	839.00
5718(A)	MONICA ARGUMEDO, MD, LLC	PROFESSIONAL SERVICES - PD	500.00
5697(A)	MOTION INDUSTRIES, INC.	PARTS - PW	34.40

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VILLAGE OF NORTHBROOK

GENERAL LEDGER SYSTEM
WARRANT LIST

MAY 1, 2023 - MAY 15, 2023
FOR 05/23/2023 MEETING

CHECK NUMBER	VENDOR NAME	PURPOSE	AMOUNT
5698(A)	MOTOROLA SOLUTIONS, INC.	EQUIPMENT - PD	37,889.72
302833	MUNICIPAL SYSTEMS LLC	ANNUAL MAINTENANCE - IT	1,201.75
5711(A)	MUNICIPALH20	SERVICES - PW	4,200.00
302905	NANCY VACCARO	UNIFORMS - PD	78.60
302823	NAPA AUTO PARTS	PARTS - PW	438.24
302906	NEBOJSA DJURDJEVIC	UNIFORMS - FD	173.28
302907	NICHOLAS WHITE	UNIFORMS - FD	173.28
302908	NICHOLE OCHAB	UNIFORMS - FD	566.04
302779	NICOR	UTILITIES - PW	3,783.14
302778	NORTH EAST MULTI-REGIONAL TRAINING	MEMBERSHIP - PD	6,270.00
302831	NORTH SHORE LAWNSPRINKLER	REPAIRS - PW	578.72
302776	NORTHBROOK POSTMASTER	POSTAGE - FIN	1,000.00
302780	NORTHSHORE OMEGA	PROFESSIONAL SERVICES - PW	828.00
302782	NORTHWEST FREIGHTLINER	PARTS - PW	60.82
302781	NORTHWEST MUNICIPAL CONFERENCE	MEMBERSHIPS - GG	17,963.22
302837	PACE ANALYTICAL SERVICES, LLC	SERVICES - PW	674.60
302783	PADDOCK PUBLICATIONS, INC.	PUBLICATIONS - DPS	324.00
302909	PANAGIOTA CALIENDO	UNIFORMS - PD	173.28
302836	PEERLESS NETWORK, INC.	TELECOMMUNICATIONS - IT	4,564.63
302785	PLANET PROMOTIONS, INC.	EVENT ADVERTISING - GG	2,100.00
5700(A)	POMP'S TIRE SERVICE, INC.	SERVICES - PW	2,254.37
302824	PROFESSIONAL CEMETERY SERVICES	SERVICES - PW	465.00
302786	PROVANTAGE LLC	SUPPLIES - PW	8,023.91
302925	PSD HOLDINGS LLC	EASEMENT ACQUISITION - PW	2,400.00
302787	PUMPBIZ, INC.	SUPPLIES - PW	272.12
5702(A)	REALTY & MORTGAGE CO.	SHF EXPENSE REIMB - FIN	20,526.15
302788	RED'S GARDEN CENTER, INC.	SUPPLIES - PW	740.00
302826	RICKMAN CONTRACT SERVICES, INC.	PROFESSIONAL SERVICES - FIN	6,500.00
302910	ROBERT BUJAK	UNIFORMS - PD	173.28
302911	ROGER SCOTT	UNIFORMS - PD	173.28
302923	RYAN MARSHALL	UNIFORMS - PD	97.80
302912	SARAH SCHMALEN	UNIFORMS - PD	97.80
302913	SCOTT LUBIAK	UNIFORMS - PD	173.28
302914	SCOTT PLEPEL	UNIFORMS - PD	173.28
302860	SEAN BARRY	UNIFORMS - PD	173.28
5703(A)	SMITH ECOLOGICAL SYSTEMS CO.	PROFESSIONAL SERVICES - PW	11,025.00
302790	SPOK, INC.	PAGERS - PW	59.76
302791	STANDARD EQUIPMENT COMPANY	PARTS - PW	101.89
302792	STANDARD LUMBER CO.	MATERIALS - PW	68.25
302793	STATE TREASURER	TRAFFIC SIGNALS - PW	7,075.35
302915	STEPHAN POZNIAK	UNIFORMS - PD	173.28
302916	STEPHEN SEMASKO	UNIFORMS - PD	173.28
302794	STERICYCLE INC.	SERVICES - PD	1,064.28
5704(A)	SUBURBAN TREE CONSORTIUM	PROFESSIONAL SERVICES - PW (*)	67,720.30
302795	SUNSET FOOD MART, INC.	CANTEEN - PD	46.63
302796	SWANSONS BLOSSOM SHOP	OFFICE EXPENSE - PD	119.95
302856	TERRENCE JORIA	UNIFORMS - PD	173.28
5693(A)	TERRI LUECHT	SUPPLEMENT PAYMENT - FIN	1,659.00
302832	THALMANN ALIGNMENT INC	SERVICE - PW	120.00
302798	THIRD MILLENNIUM ASSOCIATES, INC.	PROFESSIONAL SERVICES - FIN	1,382.90
302917	THOMAS FIEDLER	UNIFORMS - PD	323.28
302918	THOMAS HOFFMAN	UNIFORMS - PD	173.28

Attachment: Payments to be Made Per Listing Dated May 1, 2023 - May 15, 2023 (Alpha & Descending Lists) (6734 : Warrant List)

VILLAGE OF NORTHBROOK

GENERAL LEDGER SYSTEM
WARRANT LIST

MAY 1, 2023 - MAY 15, 2023
FOR 05/23/2023 MEETING

CHECK NUMBER	VENDOR NAME	PURPOSE	AMOUNT
302850	THOMAS RUCKER	UNIFORMS - PW	193.00
302799	THOMPSON ELEVATOR INSPECTION	PROFESSIONAL SERVICES - DPS	2,852.00
302802	THOMSON REUTERS	SUBSCRIPTION - PD	301.74
302919	TIMOTHY THOMA	UNIFORMS - PD	173.28
302834	TODAY'S UNIFORMS INC.	UNIFORMS - FD	4,447.95
302800	TOTAL PARKING SOLUTIONS, INC.	SERVICES - PW	3,036.00
302920	TRACY OLALDE	UNIFORMS - PD	97.80
302801	TRAFFIC CONTROL & PROTECTION INC	SUPPLIES - PW	8.70
5690(A)	USABLUEBOOK	SUPPLIES - PW	228.48
302829	VERIZON CONNECT NWF INC.	SERVICES - PW	615.22
302921	VINCENT BONSONTO	UNIFORMS - PD	173.28
5705(A)	WAREHOUSE DIRECT, INC.	SUPPLIES - FD	2,993.86
302744	WASTE MANAGEMENT	YARD WASTE STICKERS - FIN	2,160.28
5706(A)	WATER RESOURCES INC	PROFESSIONAL SERVICES - PW	4,470.00
302807	WATERWAY GAS AND WASH COMPANY	MAINTENANCE - PD	362.00
5720(A)	WEIDNER FARMS MATERIAL INC.	MATERIALS - PW	9,263.29
302803	WEST SIDE TRACTOR SALES	PARTS - PW	350.73
302922	WILLIAM HUMPHRIES	K-9 CARE - PD	157.70
5707(A)	WILMETTE TRUCK AND BUS SERVICE, INC	SERVICES - PW	280.00
302805	WINKLER'S TREE SERVICE INC.	SUPPLIES - PW	93.00
5681(A)	XEROX BUSINESS SOLUTIONS MIDWEST	MAINTENANCE - IT	1,965.95
		CLASS 'A' TOTAL	**3,051,414.42**

Attachment: Payments to be Made Per Listing Dated May 1, 2023 - May 15, 2023 (Alpha & Descending Lists) (6734 : Warrant List)

VILLAGE OF NORTHBROOK

GENERAL LEDGER SYSTEM
WARRANT LIST

MAY 1, 2023 - MAY 15, 2023
FOR 05/23/2023 MEETING

CHECK NUMBER	VENDOR NAME	PURPOSE	AMOUNT
	CLASS 'B' WARRANTS		
302729	IRONHAWK INDUSTRIAL DIST LLC	PARTS - PW	483.40
302730	JOHN JONES AUTOMOTIVE DEALERSHIP	SERVICES - PW	1,800.00
374(E)	LOWE'S	SUPPLIES - PW	623.08
5/15/23	PAYROLL	5/15/2023 PAYROLL	1,007,873.12
302728	SHALLOW CREEK KENNELS, INC.	K-9 PURCHASE - PD	10,000.00
5645(A)	UNITED STATES POSTAL SERVICE	POSTAGE - FIN	5,000.00
		CLASS 'B' TOTAL	**1,025,779.60**
		REPORT TOTAL	***4,077,194.02***

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 May 1, 2023 - May 15, 2023 (Alpha & Descending Lists) (6734 : Warrant List)

VILLAGE OF NORTHBROOK

GENERAL LEDGER SYSTEM
WARRANT LIST

MAY 1, 2023 - MAY 15, 2023
FOR 05/23/2023 MEETING

CHECK NUMBER	VENDOR NAME	PURPOSE	AMOUNT
5679(A)	AMALGAMATED BANK OF CHICAGO	DEBT SERVICE - FIN	1,773,458.13
302773	MAURO SEWER CONSTRUCTION, INC.	PROFESSIONAL SERVICES - PW (*)	305,772.48
302750	CDS OFFICE TECHNOLOGIES	COMPUTER UPGRADES - IT (*)	85,980.00
5704(A)	SUBURBAN TREE CONSORTIUM	PROFESSIONAL SERVICES - PW (*)	67,720.30
5714(A)	ELROD FRIEDMAN LLP	LEGAL SERVICES - GG	53,591.00
302809	AXON ENTERPRISE, INC.	EQUIPMENT - PD (*)	50,400.00
5691(A)	INTERGOVERNMENTAL RISK MANAGEMENT	DEDUCTIBLE - GG	44,549.07
302840	CONSTELLATION ENERGY CORPORATION	UTILITIES - PW	40,682.83
302772	LEXIPOL, LLC	ANNUAL SUBSCRIPTION - IT (*)	39,954.90
302811	MIDWEST OPERATING ENGINEERS WELFARE	HEALTH INSURANCE - GG	39,658.00
5698(A)	MOTOROLA SOLUTIONS, INC.	EQUIPMENT - PD	37,889.72
302760	GRAYBAR ELECTRIC COMPANY INC.	SUPPLIES - PW (*)	31,155.04
302843	LEOPARDO COMPANIES INC.	PROFESSIONAL SERVICES - PW (*)	27,710.00
5680(A)	BAXTER & WOODMAN INC.	PROFESSIONAL SERVICES - PW (*)	25,730.00
302838	HOLIDAY SEWER & WATER CONSTRUCTION	PROFESSIONAL SERVICES - PW (*)	23,191.45
302827	AL WARREN OIL CO INC	FUEL - PW	21,892.11
5702(A)	REALTY & MORTGAGE CO.	SHF EXPENSE REIMB - FIN	20,526.15
302754	CUTLER WORKWEAR	UNIFORMS - PW (*)	20,032.16
302812	MIDWEST OPERATING ENGINEERS WELFARE	HEALTH INSURANCE - GG	19,164.00
302781	NORTHWEST MUNICIPAL CONFERENCE	MEMBERSHIPS - GG	17,963.22
5719(A)	ADDIS LAW GROUP	LEGAL SERVICES - GG	17,000.00
302767	HEWLETT PACKARD ENTERPRISE	ANNUAL MAINTENANCE - IT	11,251.90
5677(A)	ADVANCED TREE CARE	SERVICES - PW	11,118.00
5703(A)	SMITH ECOLOGICAL SYSTEMS CO.	PROFESSIONAL SERVICES - PW	11,025.00
302845	FGM ARCHITECTS INC	PROFESSIONAL SERVICES - PW (*)	10,940.00
5695(A)	MEADE INC.	SERVICES - PW	10,180.79
5720(A)	WEIDNER FARMS MATERIAL INC.	MATERIALS - PW	9,263.29
302786	PROVANTAGE LLC	SUPPLIES - PW	8,023.91
302758	FOOT STONE, INC.	PROFESSIONAL SERVICES - PW	8,003.33
5701(A)	J.F. WAGNER PRINTING COMPANY	PRINTING - GG	7,811.00
302793	STATE TREASURER	TRAFFIC SIGNALS - PW	7,075.35
302826	RICKMAN CONTRACT SERVICES, INC.	PROFESSIONAL SERVICES - FIN	6,500.00
302778	NORTH EAST MULTI-REGIONAL TRAINING	MEMBERSHIP - PD	6,270.00
302844	MICHIO MURAKISHI	BOND REFUND - DPS	6,180.00
302828	BACKFLOW SOLUTIONS, INC.	SERVICES - PW	5,787.57
302774	MENONI & MOCOGNI, INC.	MATERIALS - PW	5,612.60
302816	HEALTH INSPECTION PROFESSIONALS INC	PROFESSIONAL SEPRVICES - DPS	5,500.00
302769	LEADS-ON-LINE LLC	PROFESSIONAL SERVICES - PD	5,195.00
302825	911 TECH INC	SUBSCRIPTION - PD	5,090.00
302836	PEERLESS NETWORK, INC.	TELECOMMUNICATIONS - IT	4,564.63
302759	GOLF MILL FORD	PARTS - PW	4,505.10
5706(A)	WATER RESOURCES INC	PROFESSIONAL SERVICES - PW	4,470.00
302834	TODAY'S UNIFORMS INC.	UNIFORMS - FD	4,447.95
5713(A)	MACQUEEN EMERGENCY GROUP	PARTS - PW	4,406.35
5711(A)	MUNICIPALH20	SERVICES - PW	4,200.00
5688(A)	HAVEY COMMUNICATIONS, INC.	PARTS - PW	3,815.00
302779	NICOR	UTILITIES - PW	3,783.14
5694(A)	MC MASTER-CARR SUPPLY COMPANY	SUPPLIES - PW	3,516.34
5692(A)	LOGSDON OFFICE SUPPLY	SUPPLIES - PD	3,497.53
302821	APEX LANDSCAPING INC.	PROFESSIONAL SERVICES - PW	3,429.39
5687(A)	HAMPTON, LENZINI & RENWICK INC	PROFESSIONAL SERVICES - PW (*)	3,305.00
302800	TOTAL PARKING SOLUTIONS, INC.	SERVICES - PW	3,036.00

Attachment: Payments to be Made Per Listing Dated May 1, 2023 - May 15, 2023 (Alpha & Descending Lists) (6734 : Warrant List)

VILLAGE OF NORTHBROOK

GENERAL LEDGER SYSTEM
WARRANT LIST

MAY 1, 2023 - MAY 15, 2023
FOR 05/23/2023 MEETING

CHECK NUMBER	VENDOR NAME	PURPOSE	AMOUNT
5705(A)	WAREHOUSE DIRECT, INC.	SUPPLIES - FD	2,993.86
302830	DORNER COMPANY	PROFESSIONAL SERVICES - PW	2,984.00
302799	THOMPSON ELEVATOR INSPECTION	PROFESSIONAL SERVICES - DPS	2,852.00
302806	LEXISNEXIS RISK SOLUTIONS	SUBSCRIPTION - PD	2,533.34
302925	PSD HOLDINGS LLC	EASEMENT ACQUISITION - PW	2,400.00
5700(A)	POMP'S TIRE SERVICE, INC.	SERVICES - PW	2,254.37
302817	CENTER FOR FAMILY CONSULTATION	PROFESSIONAL SERVICES - PD	2,200.00
302744	WASTE MANAGEMENT	YARD WASTE STICKERS - FIN	2,160.28
302785	PLANET PROMOTIONS, INC.	EVENT ADVERTISING - GG	2,100.00
5712(A)	AMAZON.COM SERVICES, INC.	SUPPLIES - GG	1,989.13
5681(A)	XEROX BUSINESS SOLUTIONS MIDWEST	MAINTENANCE - IT	1,965.95
5682(A)	CDW GOVERNMENT INC.	ANNUAL MAINTENANCE - IT	1,886.34
302819	BUILDERS ASPHALT, LLC	MATERIALS - PW	1,859.68
302761	HOME DEPOT CREDIT SERVICES	SUPPLIES - PW	1,829.94
5686(A)	GRAINGER	SUPPLIES - PW	1,788.82
302749	BRANIFF COMMUNICATIONS INC.	ANNUAL MAINTENANCE - IT	1,712.00
5693(A)	TERRI LUECHT	SUPPLEMENT PAYMENT - FIN	1,659.00
302751	ARTHUR CLESEN, INC.	SUPPLIES - PW	1,644.00
302770	LEACH ENTERPRISES, INC	PARTS - PW	1,549.43
5685(A)	GALLS, LLC	UNIFORMS - PD	1,390.20
302798	THIRD MILLENNIUM ASSOCIATES, INC.	PROFESSIONAL SERVICES - FIN	1,382.90
5708(A)	FIRE SAFETY CONSULTANTS, INC	PROFESSIONAL SERVICES - FD	1,315.00
5696(A)	MID AMERICAN WATER OF WAUCONDA INC.	SUPPLIES - PW	1,272.00
5699(A)	M.E.S.	MAINTENANCE - FD	1,230.38
302833	MUNICIPAL SYSTEMS LLC	ANNUAL MAINTENANCE - IT	1,201.75
302755	EL-COR INDUSTRIES, INC.	PARTS - PW	1,111.82
302794	STERICYCLE INC.	SERVICES - PD	1,064.28
302766	J.G. UNIFORMS, INC.	UNIFORMS - PD	1,043.95
302776	NORTHBROOK POSTMASTER	POSTAGE - FIN	1,000.00
302847	ALLIED GARAGE DOOR INC	SERVICES - PW	982.26
302822	J & B SOLUTIONS TO HEALTHY TREES	SERVICES - PW	950.00
302896	KYLE PILMER	UNIFORMS- PD	913.82
302746	AQUATIC ECOSYSTEM MANAGEMENT, INC	SERVICES - PW	905.00
302771	LEE JENSEN SALES COMPANY, INC.	SUPPLIES - PW	865.00
302775	MICRO CENTER SALES CORPORATION	SUPPLIES - PW	854.92
302813	MIDWEST OPERATING ENGINEERS WELFARE	HEALTH INSURANCE - GG	839.00
302814	MIDWEST OPERATING ENGINEERS WELFARE	HEALTH INSURANCE - GG	839.00
302815	MIDWEST OPERATING ENGINEERS WELFARE	HEALTH INSURANCE - GG	839.00
302780	NORTHSHORE OMEGA	PROFESSIONAL SERVICES - PW	828.00
5678(A)	AIR ONE EQUIPMENT INC	SUPPLIES - FD	745.00
302788	RED'S GARDEN CENTER, INC.	SUPPLIES - PW	740.00
5684(A)	FLUORECYCLE, INC.	RECYCLING - PW	715.95
5716(A)	AMERICAN PRINTING TECHNOLOGIES INC	PRINTING - GG	694.96
302837	PACE ANALYTICAL SERVICES, LLC	SERVICES - PW	674.60
302895	JONATHAN SALMI	UNIFORMS - PD	651.71
302854	JEFF ZIEBKA	UNIFORMS - PD	650.99
5715(A)	ALPHA BUILDING MAINTENANCE SERVICE	PROFESSIONAL SERVICES - PW	647.50
302829	VERIZON CONNECT NWF INC.	SERVICES - PW	615.22
302853	DONALD ANDERSON	UNIFORMS - PD	608.33
302835	ACCURATE EMPLOYMENT SCREENING, LLC	SERVICES - GG	580.96
302831	NORTH SHORE LAWNSPRINKLER	REPAIRS - PW	578.72
302747	AVOCATION SOFTWARE/ EAC SUBMISSIONS	SERVICES - FD	573.30

Attachment: Payments to be Made Per Listing Dated May 1, 2023 - May 15, 2023 (Alpha & Descending Lists) (6734 : Warrant List)

VILLAGE OF NORTHBROOK

GENERAL LEDGER SYSTEM
WARRANT LIST

MAY 1, 2023 - MAY 15, 2023
FOR 05/23/2023 MEETING

CHECK NUMBER	VENDOR NAME	PURPOSE	AMOUNT
302861	ADAM WORTHINGTON	UNIFORMS - PD	566.04
302865	AMANDA JAEGERS	UNIFORMS - PD	566.04
302870	BRAD GUTWILLIG	UNIFORMS - PD	566.04
302852	CAITLIN MCKENZIE	UNIFORMS - PD	566.04
302880	CRAIG ROSCOE	UNIFORMS - PD	566.04
302899	MATTHEW PLACEK	UNIFORMS - PD	566.04
302908	NICHOLE OCHAB	UNIFORMS - PD	566.04
302820	FUJITEC AMERICA, INC.	SERVICES - PW	565.00
302797	DONALD T. DYTKIEWICZ	PROFESSIONAL SERVICES - PW	550.00
302753	COMMONWEALTH EDISON COMPANY	UTILITIES - PW	518.60
302810	KELLEY WILLIAMSON COMPANY	TESTING - PW	507.50
5718(A)	MONICA ARGUMEDO, MD, LLC	PROFESSIONAL SERVICES - PD	500.00
302824	PROFESSIONAL CEMETERY SERVICES	SERVICES - PW	465.00
302756	EVANSTON FUNERAL & CREMATION, INC.	PROFESSIONAL SERVICES - PD	450.00
302823	NAPA AUTO PARTS	PARTS - PW	438.24
302842	KATHLEEN FIELD ORR & ASSOCIATES	LEGAL SERVICES - PW	437.50
302784	CASH	PETTY CASH - FD	406.61
302765	INTERSTATE POWER SYSTEMS, INC.	PARTS - PW	387.95
302893	JOHN SEILER	UNIFORMS - PD	379.78
302777	ACE NORTHBROOK HARDWARE & RENTAL	SUPPLIES - PW	366.72
302807	WATERWAY GAS AND WASH COMPANY	MAINTENANCE - PD	362.00
302803	WEST SIDE TRACTOR SALES	PARTS - PW	350.73
302818	JONES & BARTLETT LEARNING, LLC	PUBLICATIONS - FD	350.59
302783	PADDOCK PUBLICATIONS, INC.	PUBLICATIONS - DPS	324.00
302917	THOMAS FIEDLER	UNIFORMS - PD	323.28
5710(A)	FIRST CHOICE COFFEE SERVICES	CANTEEN - FD	307.25
302802	THOMSON REUTERS	SUBSCRIPTION - PD	301.74
302762	ILLINOIS LABOR LAW POSTER SERVICE	PRINTING - FD	284.50
302849	MADELINE FARRELL	REIMBURSEMENT - GG	280.22
5707(A)	WILMETTE TRUCK AND BUS SERVICE, INC	SERVICES - PW	280.00
302787	PUMPBIZ, INC.	SUPPLIES - PW	272.12
5690(A)	USABLUEBOOK	SUPPLIES - PW	228.48
302768	JOHN S. NEENAN	SUPPLIES - PW	225.00
302808	CUMMINS SALES AND SERVICE	PARTS - PW	220.83
302882	ERIC GUSTASON	UNIFORMS - PD	205.51
302841	LINDE GAS & EQUIPMENT INC.	SUPPLIES - PW	200.88
302850	THOMAS RUCKER	UNIFORMS - PW	193.00
302904	MICHAEL TRACY	UNIFORMS - PD	177.94
302804	CINTAS CORPORATION #2	UNIFORMS - PW	174.94
302862	ALAN SMITH	UNIFORMS - PD	173.28
302863	ALEXANDER GIARMIDIS	UNIFORMS - PD	173.28
302857	AMANDA WRANN	UNIFORMS - PD	173.28
302866	ANDREW CISZEK	UNIFORMS - PD	173.28
302851	ANGELA BAIOCCHI	UNIFORMS - PD	173.28
302868	ANGELO WELLS	UNIFORMS - PD	173.28
302869	ANTHONY MASCOLO	UNIFORMS - PD	173.28
302871	BRADLEY MICHAELS	UNIFORMS - PD	173.28
302872	BRANDON PRATE	UNIFORMS - PD	173.28
302873	BRENDAN CAIN	UNIFORMS - PD	173.28
302874	BRETT KIM	UNIFORMS - PD	173.28
302878	CHARLES HULNE	UNIFORMS - PD	173.28
302879	CHRISTOPHER LACINA	UNIFORMS - PD	173.28

Attachment: Payments to be Made Per Listing Dated May 1, 2023 - May 15, 2023 (Alpha & Descending Lists) (6734 : Warrant List)

VILLAGE OF NORTHBROOK

GENERAL LEDGER SYSTEM
WARRANT LIST

MAY 1, 2023 - MAY 15, 2023
FOR 05/23/2023 MEETING

CHECK NUMBER	VENDOR NAME	PURPOSE	AMOUNT
302883	ILONA MYKHNYCH	UNIFORMS - PD	173.28
302884	JAKE PAWLICKI	UNIFORMS - PD	173.28
302885	JAMES DAVIDSON	UNIFORMS - PD	173.28
302886	JAMES FRIEL	UNIFORMS - PD	173.28
302887	JAMES PLEPEL	UNIFORMS - PD	173.28
302889	JARROD DEITRICH	UNIFORMS - PD	173.28
302890	JASON STEINER	UNIFORMS - PD	173.28
302894	JON GARCIA	UNIFORMS - PD	173.28
302897	MARINO CANTU	UNIFORMS - PD	173.28
302898	MATTHEW JOHNSON	UNIFORMS - PD	173.28
302855	MATTHEW KOMIN	UNIFORMS - PD	173.28
302902	MICHAEL OVER	UNIFORMS - PD	173.28
302903	MICHAEL TADLEY	UNIFORMS - PD	173.28
302906	NEBOJSA DJURDJEVIC	UNIFORMS - PD	173.28
302907	NICHOLAS WHITE	UNIFORMS - PD	173.28
302909	PANAGIOTA CALIENDO	UNIFORMS - PD	173.28
302910	ROBERT BUJAK	UNIFORMS - PD	173.28
302911	ROGER SCOTT	UNIFORMS - PD	173.28
302913	SCOTT LUBIAK	UNIFORMS - PD	173.28
302914	SCOTT PLEPEL	UNIFORMS - PD	173.28
302860	SEAN BARRY	UNIFORMS - PD	173.28
302915	STEPHAN POZNIAK	UNIFORMS - PD	173.28
302916	STEPHEN SEMASKO	UNIFORMS - PD	173.28
302856	TERRENCE JORIA	UNIFORMS - PD	173.28
302918	THOMAS HOFFMAN	UNIFORMS - PD	173.28
302919	TIMOTHY THOMA	UNIFORMS - PD	173.28
302921	VINCENT BONSONTO	UNIFORMS - PD	173.28
302888	JAMISON HANSELMAN	UNIFORMS - PD	172.02
302881	DENISE JASSO	UNIFORMS - PD	158.51
302922	WILLIAM HUMPHRIES	K-9 CARE - PD	157.70
302846	AMERICAN TAXI DISPATCH, INC	SENIOR TRANSPORTATION - FIN	148.40
5683(A)	FASTSIGNS	SUPPLIES - PD	140.00
302764	INTERNATIONAL ASSOCIATION OF ARSON	MEMBERSHIPS - FD	133.00
302924	MAUREEN MORRISSEY	UNIFORMS - FD	130.98
302832	THALMANN ALIGNMENT INC	SERVICE - PW	120.00
302796	SWANSONS BLOSSOM SHOP	OFFICE EXPENSE - PD	119.95
302752	COMCAST CABLE	CABLE/INTERNET - PD	115.72
302745	AMERICAN WATER WORKS ASSOCIATION	SUPPLIES - PW	108.50
302791	STANDARD EQUIPMENT COMPANY	PARTS - PW	101.89
302757	FEDEX	SHIPPING - PW	100.58
302864	AMANDA BURKE	UNIFORMS - PD	97.80
302875	BRIAN LAARVELD	UNIFORMS - PD	97.80
302876	BRIAN RILEY	UNIFORMS - PD	97.80
302858	DARIUS MARTINEZ-COLEMAN	UNIFORMS - PD	97.80
302859	DONALD WEINREIS	UNIFORMS - PD	97.80
302891	JESSICA MOSS	UNIFORMS - PD	97.80
302892	JESSICA SIEGHART	UNIFORMS - PD	97.80
302900	MAUREEN CHRISTAKIS	UNIFORMS - PD	97.80
302901	MICHAEL MARECI	UNIFORMS - PD	97.80
302923	RYAN MARSHALL	UNIFORMS - PD	97.80
302912	SARAH SCHMALEN	UNIFORMS - PD	97.80
302920	TRACY OLALDE	UNIFORMS - PD	97.80

Attachment: Payments to be Made Per Listing Dated May 1, 2023 - May 15, 2023 (Alpha & Descending Lists) (6734 : Warrant List)

VILLAGE OF NORTHBROOK

GENERAL LEDGER SYSTEM
WARRANT LIST

MAY 1, 2023 - MAY 15, 2023
FOR 05/23/2023 MEETING

CHECK NUMBER	VENDOR NAME	PURPOSE	AMOUNT
5689(A)	BLUE CROSS AND BLUE SHIELD OF ILLINOIS	HEALTH INSURANCE - GG	97.60
302848	GENERAL PARTS DISTRIBUTION, LLC	PARTS - PW	96.36
302805	WINKLER'S TREE SERVICE INC.	SUPPLIES - PW	93.00
302867	ANGELIKA MCGEE	REIMBURSEMENT - PD	84.49
302905	NANCY VACCARO	UNIFORMS - PD	78.60
302792	STANDARD LUMBER CO.	MATERIALS - PW	68.25
302926	AJD COMPUTER SPECIALIST, INC	SUPPLIES - FIN	65.00
5709(A)	CABCONNECT	SENIOR TRANSPORTATION - FIN	64.00
302782	NORTHWEST FREIGHTLINER	PARTS - PW	60.82
302790	SPOK, INC.	PAGERS - PW	59.76
302839	ARLINGTON HEIGHTS FORD, LLC	PARTS - PW	58.34
302763	ILLINOIS STATE POLICE	PROFESSIONAL SERVICES - GG	56.50
302795	SUNSET FOOD MART, INC.	CANTEEN - PD	46.63
302748	BOUND TREE MEDICAL, LLC	SUPPLIES - FD	44.45
5697(A)	MOTION INDUSTRIES, INC.	PARTS - PW	34.40
302877	BRYAN MEENTS	UNIFORMS - PD	32.50
302789	ILLINOIS SECRETARY OF STATE	LICENSE PLATES - PW	25.00
302929	HAK & JEOUNG YOON	UTILITY REFUND - FIN	17.44
302928	2918 CHERRY LLC	UTILITY REFUND - FIN	16.28
302801	TRAFFIC CONTROL & PROTECTION INC	SUPPLIES - PW	8.70
302927	ALAN COSBY	UTILITY REFUND - FIN	3.67
		CLASS 'A' TOTAL	**3,051,414.42**

Attachment: Payments to be Made Per Listing Dated May 1, 2023 - May 15, 2023 (Alpha & Descending Lists) (6734 : Warrant List)

VILLAGE OF NORTHBROOK

GENERAL LEDGER SYSTEM
WARRANT LIST

MAY 1, 2023 - MAY 15, 2023
FOR 05/23/2023 MEETING

CHECK NUMBER	VENDOR NAME	PURPOSE	AMOUNT
	CLASS 'B' WARRANTS		
5/15/23	PAYROLL	5/15/2023 PAYROLL	1,007,873.12
302728	SHALLOW CREEK KENNELS, INC.	K-9 PURCHASE - PD	10,000.00
5645(A)	UNITED STATES POSTAL SERVICE	POSTAGE - FIN	5,000.00
302730	JOHN JONES AUTOMOTIVE DEALERSHIP	SERVICES - PW	1,800.00
374(E)	LOWE'S	SUPPLIES - PW	623.08
302729	IRONHAWK INDUSTRIAL DIST LLC	PARTS - PW	483.40
		CLASS 'B' TOTAL	**1,025,779.60**
		REPORT TOTAL	***4,077,194.02***

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 May 1, 2023 - May 15, 2023 (Alpha & Descending Lists) (6734 : Warrant List)

VILLAGE OF NORTHBROOK

GENERAL LEDGER SYSTEM
WARRANT LIST

MAY 14, 2023 FRONTAGE DEPOSIT REFUNDS

CHECK NUMBER	VENDOR NAME	PURPOSE	AMOUNT
302731	TIM & SHERRY BECKER	FRONTAGE DEPOSIT REFUND ®	500.00
302732	CLEAR PIPE, INC	FRONTAGE DEPOSIT REFUND ®	500.00
302733	TURF INDUSTRIES INC	FRONTAGE DEPOSIT REFUND ®	500.00
302734	BARBARA RAJCHEL	FRONTAGE DEPOSIT REFUND ®	60.00
302735	MICHAEL & MARIA MILICEVIC	FRONTAGE DEPOSIT REFUND ®	5,000.00
302736	MIKE & DAWN DILLON	FRONTAGE DEPOSIT REFUND ®	500.00
302737	JESSICA ROBY	FRONTAGE DEPOSIT REFUND ®	1,000.00
302738	RELIANCE PLUMBING SEWER AND DRAINAGE	FRONTAGE DEPOSIT REFUND ®	1,000.00
302739	EDWARD PINES	FRONTAGE DEPOSIT REFUND ®	5,000.00
302740	BENJAMIN PECARO	FRONTAGE DEPOSIT REFUND ®	4,500.00
302741	BENJAMIN PECARO	FRONTAGE DEPOSIT REFUND ®	1,000.00
302742	VETTA HEALTH & FITNESS	FRONTAGE DEPOSIT REFUND ®	3,000.00
302743	ADVANCED UNDERGROUND SPRINKLER SYSTEM	FRONTAGE DEPOSIT REFUND ®	500.00
		CLASS 'A' TOTAL	**23,060.00**

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

of 20 .

Village President

ATTEST: _____

Attachment: Frontage Deposit List Dated May 14, 2023 (6735 : Frontage Deposit)

P R O C L A M A T I O N

Asian American and Pacific Islander (AAPI) heritage is celebrated in the United States each May beginning in 1978 and was made into a month-long celebration in 1992 by Congress. This commemorative occasion broadly applies to, but is not limited to, all of the Asian continent and the Pacific islands of Melanesia (New Guinea, New Caledonia, Vanuatu, Fiji and the Solomon Islands), Micronesia (Marianas, Guam, Wake Island, Palau, Marshall Islands, Kiribati, Nauru and the Federated States of Micronesia) and Polynesia (New Zealand, Hawaiian Islands, Rotuma, Midway Islands, Samoa, American Samoa, Tonga, Tuvalu, Cook Islands, French Polynesia and Easter Island).

AAPI Heritage Month is a time to celebrate the achievements of and pay tribute to the generations of Asian American and Pacific Islanders that have contributed to American history. Asian American and Pacific Islanders have distinguished themselves as leading researchers in science, medicine, and technology; innovative farmers and ranchers; distinguished lawyers, judges and government leaders; in the arts, literature, and sports; as war heroes who defend our country; and as peacetime healthcare heroes.

And, while we celebrate the achievements and contributions of the AAPI community that enrich our history, society, and culture, we must also acknowledge the additional determination, hard work, and perseverance AAPI individuals must put forth to be heard and seen and that these additional efforts are a result of inequitable institutional and systemic injustices.

The Village of Northbrook is proud to recognize May as AAPI Heritage Month in appreciation of the many achievements and contributions of the AAPI community to our local, state, and national communities.

NOW, THEREFORE, I, Kathryn L. Ciesla, President of the Village of Northbrook, County of Cook and State of Illinois, do hereby proclaim May 2023 as

ASIAN AMERICAN AND PACIFIC ISLANDER HERITAGE MONTH

in the Village of Northbrook and urge residents to recognize and celebrate the achievements and contributions made by the AAPI community that enrich our lives.

Dated: This 23rd day of May, 2023.

Kathryn L Ciesla
Village President

P R O C L A M A T I O N

During National Physical Fitness and Sports Month, we renew our commitment to staying active and encourage everyone to participate in activities that improve their well-being and lead to healthier lifestyles.

Fitness and sports are not only good for our physical health, they also improve the quality of our lives overall. Experts agree that even small amounts of physical activity can make a significant difference in a person's physical and mental health.

During Physical Fitness and Sports Month, let us all find ways to become more physically active in our daily lives. Take a walk, go for a bike ride, try a new fitness class, join a local sports team, or volunteer at a community race. Whatever physical activity you choose, fitness will lead to better and healthier lives for all.

NOW, THEREFORE, I, Kathryn L. Ciesla, President of the Village of Northbrook, County of Cook and State of Illinois, do hereby proclaim May 2023 as

NATIONAL PHYSICAL FITNESS AND SPORTS MONTH

in the Village of Northbrook and urge everyone to make daily physical activity a priority, to support efforts to increase access to sports opportunities in their communities, and to pursue physical fitness as an essential part of healthy living.

Dated: This 23rd day of May, 2023.

Kathryn L Ciesla
Village President

P R O C L A M A T I O N

Over 100 Americans are killed by gun violence every day. Another 200 are shot and wounded. On average, there are over 13,000 homicides per year and Americans are 25 times more likely to be killed with guns than people in other developed countries.

In 2013, Hadiya Pendleton marched in President Obama's second inaugural parade. One week later, Hadiya was shot and killed on a playground. Hadiya should be celebrating her 25th birthday this year. To help honor Hadiya - and the over 100 Americans whose lives are cut short and the countless survivors who are injured by shootings every day - a national coalition of organizations has designated June 2, 2023 as the 9th National Gun Violence Awareness Day.

Anyone can join this campaign, by pledging to "Go Orange" from June 2- June 4. The color orange was chosen because hunters wear orange to announce themselves to other hunters. Now, orange has become the defining color of the gun violence prevention movement, as it symbolizes the value of human life.

We renew our commitment to reduce gun violence and pledge to do all we can to keep firearms out of the wrong hands and encourage responsible gun ownership.

NOW, THEREFORE, I, Kathryn L. Ciesla, President of the Village of Northbrook, County of Cook and State of Illinois, do hereby proclaim June 2, 2023 as

NATIONAL GUN VIOLENCE AWARENESS DAY

in the Village of Northbrook and encourage all citizens to support their local communities' efforts to prevent the tragic effects of gun violence and to honor and value human lives.

Dated: This 23rd day of May, 2023.

Kathryn L Ciesla
Village President

P R O C L A M A T I O N

The Northbrook Garden Club, in cooperation with the Garden Clubs of Illinois and National Council of State Garden Clubs, is observing National Garden Week in the Village of Northbrook. The Northbrook Garden Club is a non-profit organization with 50 members and is also a member of the Garden Clubs of Illinois that has 6,500 members and 146 clubs throughout Illinois.

The objective of the Northbrook Garden Club is to stimulate the knowledge and love of gardening, to aid in the protection of native trees, plants, animals, and insects, to encourage civic planting, and to further the programs of the Garden Clubs of Illinois, Inc. and the National Garden Clubs, Inc.

Members pursue activities that include educational programs, maintenance of Illinois prairies, community beautification, flower shows, garden walks, workshops, and garden therapy, and provide scholarships for Glenbrook North students pursuing a degree in fields related to earth and environmental sciences.

Garden Club members are concerned citizens willing to devote their time and talents to the preservation, conservation, and beautification of our community's natural treasures.

NOW, THEREFORE, I, Kathryn L. Ciesla, President of the Village of Northbrook, County of Cook and State of Illinois, do hereby proclaim the week of June 4-10, 2023, as

NATIONAL GARDEN WEEK

in the Village of Northbrook in recognition of the contributions to the community by the Northbrook Garden Club.

Dated: This 23rd day of May, 2023.

Kathryn L Ciesla
Village President

P R O C L A M A T I O N

Race Amity is the tradition of close cross-racial and cross-cultural friendships that bring people together to collaborate in advancing equity and social justice. It is referred to as the "other tradition" in our American story because it serves as the moral and spiritual counterweight to the dominant tradition of racism. It is a part of American history that has always existed yet is seldom taught. As we navigate the turbulent waters of the racial divide, it remains an inspirational legacy that deserves attention. Amity is acceptance of the truth, that there is one race, the human race.

The Village of Northbrook recognizes the value of living in a culturally and racially diverse Village and that we are part of a great country whose Latin motto is "E pluribus unum", which translates to "out of many, one."

The Village of Northbrook values the qualities of friendship, civility, respect, collegiality, and kindness. We value the qualities of friendship, civility, respect, collegiality, and kindness

NOW, THEREFORE, I, Kathryn L. Ciesla, President of the Village of Northbrook, County of Cook and State of Illinois, do hereby proclaim Sunday, June 11, 2023 as

Race Amity Day

A day to create the spaces to look inward and reflect on the humanity we share as citizens of this great Village and Nation and reach outward to each other in a spirit of friendship.

Dated: This 23rd day of May, 2023.

Kathryn L Ciesla
Village President

MEMORANDUM
VILLAGE OF NORTHBROOK
VILLAGE MANAGER'S OFFICE

TO: BOARD OF TRUSTEES

FROM: CARA PAVLICEK, VILLAGE MANAGER

DATE: May 23, 2023

SUBJECT: A RESOLUTION APPROVING A PRE-DEVELOPMENT AGREEMENT FOR THE NORTHBROOK COURT PROPERTY

On April 25, 2023, Ben Freeman, Sr. Vice President Commercial Development, represented Northbrook Court NewCo LLC ("Brookfield Properties"), the owner of Northbrook Court since 1995, presented to the Village Board a Conceptual Master Plan for the Redevelopment of Northbrook Court on April 25, 2023, as part of the Regular Meeting.

The presentation included background information on the property as well as review of Brookfield's 2019 development plans (which were sidelined by the pandemic in March of 2020) and discussed the new concept for future redevelopment.

At part of the meeting, the Village Board did not take any formal action. The Village Manager outlined next steps in a process that will occur during the next several months and includes public review of land use, infrastructure and related financial considerations as well as formal Village Board review and consideration. Since the April 25, 2023 meeting, staff has prepared with the Village Attorney a non-binding Pre-Development Agreement which identifies specifics of a public-private partnership to be discussed in the coming months in support of the Conceptual Master Plan for the Redevelopment of Northbrook Court. Some additional key items include:

1. The Conceptual Master Plan outlines a multi-phase ten year redevelopment plan. To address the issues of decline associated with the Northbrook Court shopping mall, the Village is evaluating public-private partnership with Brookfield Properties. In the world of economic development, a single property owner of nearly 100 +/- acres is unique in a built community and it is important for the Village to act thoughtfully and diligently in its review and consideration of this potential redevelopment - especially as it relates to the future success of the new proposed retail space and significant infrastructure needs associated with the redevelopment of the property. The Developer is asking for construction of the retail component to begin in 2024 for an initial phase estimated to open in - 2025 with site infrastructure and residential development to follow either simultaneously or in future phases in subsequent years.

2. Informational open houses with stakeholders and interested residents will be schedule for future dates in June.

3. The Developer has identified a financial "gap" and is seeking public assistance to enable the commencement of construction of the project due to the age and condition of the existing mall property and existing infrastructure and the necessary cost of quality materials. The Pre-Development Agreement, identifies that the gap is especially large in the initial phase of construction given that most of the infrastructure and other costs associated with bringing the retail online and constructing the project infrastructure will be incurred during those phases. As such, a public-private partnership is envisioned which would rely upon the sharing of new sales tax revenues generated by the proposed development along with the new business district sales tax (also limited solely to the development's gross sales) which funding would be invested in eligible project costs associated with the redevelopment of the property. In addition a Tax Increment Financing (TIF) district on the property is proposed which is anticipated to contribute a

minority of the requested public funding. TIF funds come from the future growth in property taxes generate from the property generally known as Northbrook Court shopping mall at 1515 Lake Cook Road which is approximately 100 acres.

4. The Village has engaged with both School Districts 28 and 225 and is continuing to review timing of proposed retail and residential concepts.

5. By separate action on the May 23, 2023, Village Board agenda, a resolution approving an agreement for Economic Development Consulting Services is presented to authorize a contract with Michio Murakishi (Consultant) for such professional services related to a potential business district (BD) and TIF district at Northbrook Court.

6. A detailed schedule of Village Board actions is contained in the Pre-Development Agreement with final consideration of all action anticipated to conclude in September 2023.

As background, Northbrook Court was opened in 1976 on approximately 100 acres and since its opening has been a regional shopping destination. The mall property has been a key property tax payer and sales tax generator for the Village. In the past decade, foot traffic has declined (consistent with mall properties across the country) and the presence of online shopping choices, fueled by the pandemic, must also be recognized as a contributing factor to the changing landscape of anchor stores and tenants at Northbrook Court. The Village sales tax collections have been reduced with our most recent data showing the Village received a total of $3.8 million in 2017 and $2.9 million in 2021. We expect to report 2022 sales tax collections in May.

In 2019, the Village Board entered into a Redevelopment and Economic Incentive Agreement with Brookfield Properties (a public-private partnership), approving the redevelopment of just under 18 acres on the nearly 100-acre property. The redevelopment was poised to begin in the Spring of 2020 when the Covid-19 pandemic shut-down occurred. Since that time, the Village and Brookfield have collaboratively reviewed and discussed how the existing public private-partnership is relevant in today's economy and what opportunities exist to modify the partnership to address the full 100 +/- acre property and establish a unique retail/dining mixed-use community.

Resolution (ID # 6721)

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 Pre-Development Agreement for the Northbrook Court Property

is hereby adopted, as follows:

Section 1. RECITALS.

Northbrook Court NewCo Co, LLC ("***Developer***") and one or more affiliates owns or controls the 97.2 acre parcel consisting of all of the area that currently constitutes the 105.4 acre Northbrook Court Shopping Mall property (the "***Mall Property***") except (i) the Neiman Marcus building and parking lot parcel consisting of 7.70 acres, (ii) the Citibank outparcel consisting of 1.14 acres, and (iii) the Bank of America outparcel consisting of 0.95 acres (the "***Development Property***").

On April 25, 2023, the Developer presented to the Village a conceptual master plan for the redevelopment of the majority of the Mall Property with a project that contemplates the ultimate replacement or adaptive reuse of the existing enclosed shopping mall and large concrete parking lot with a sustainable neighborhood environment characterized by diverse, high-quality architecture, and a mix of uses including retail shopping, lodging, dining, fitness, entertainment, new housing, and accessory uses on the Development Property (the "***Development Project***").

Following the April 25, 2023 presentation, the President and Board of Trustees authorized Village staff to work with the Developer to codify into a Pre-Development Agreement ("***Pre-Development Agreement***") the public steps and procedures that the Village will take to review and consider the Development Project.

The Village and the Developer have determined that it is in their mutual best interests to cooperate and collaborate on the exploration of the feasibility of the Development Project, and desire to enter into a generally non-binding Pre-Development Agreement to introduce the conceptual master plan and to identify the several actions and procedures necessary to fully design, plan for, finance and implement, the Development Project, all in a manner that protects and enhances the Village.

The President and Board of Trustees have considered the Pre-Development Agreement and find and determine that it is in the best interest of the Village and the public to approve the Pre-Development Agreement. 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 PRE-DEVELOPMENT AGREEMENT.

The Pre-Development Agreement between the Village and the Developer shall be, and is hereby, approved in substantially the form attached hereto as ***Exhibit A***.

Section 3. EXECUTION OF PRE-DEVELOPMENT AGREEMENT.

The Village President and Village Clerk are hereby authorized and directed to execute

and seal, on behalf of the Village, the Pre-Development Agreement upon receipt of at least five copies fully executed by the Developer and any other person or entities whose consent is required. If the Pre-Development Agreement is 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 its passage by the Board of Trustees in the manner provided by law.

Scheduled: 5/23/2023

ATTEST:

Village President

Village Clerk

Attachment: Northbrook Court Pre Development Agreement May, 2023 (00132432-2) (6721 : A Resolution Approving a Pre-Development

PRE-DEVELOPMENT AGREEMENT
FOR THE NORTHBROOK COURT PROPERTY

THIS PRE-DEVELOPMENT AGREEMENT ("***Agreement***"), is made and entered into as of the ____ day of _____, 2023, by and between the **VILLAGE OF NORTHBROOK**, an Illinois home rule municipal corporation (the "***Village***") and **NORTHBROOK COURT NEWCO CO, LLC (**the "Developer"). The Village and the Developer are individually a "***Party***" and together the "***Parties***."

IN CONSIDERATION OF, and in reliance upon, the recitals and the mutual covenants set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Village and the Developer mutually agree as follows:

SECTION 1. RECITALS.

A. The Developer and one or more affiliates owns or controls the 97.2 acre parcel depicted on the proposed conceptual "***Block Plan***" attached to this Agreement as ***Exhibit A*** (the "***Development Property***"). The Development Property consists of all of the area that currently constitutes the 105.4 acre Northbrook Court Shopping Mall property (the "***Mall Property***") *except* (i) the Neiman Marcus building and parking lot parcel consisting of 7.70 acres, (ii) the Citibank outparcel consisting of 1.14 acres, and (iii) the Bank of America outparcel consisting of 0.95 acres.

B. The Mall Property was first developed as an enclosed shopping mall in 1976.

C. In 2019, the Village and certain entities owned or controlled by, and/or affiliated with, the Developer entered into a "Redevelopment & Economic Incentive Agreement," which agreement was amended on four occasions thereafter and contemplated the redevelopment of a portion of the Mall Property consisting primarily of the former Macy's Department Store and parking area (as amended, the "***2019 REIA***").

D. The Developer has now proposed and presented to the Village a conceptual master plan for the redevelopment of the majority of the Mall Property with a project that contemplates the ultimate replacement or adaptive reuse of the existing enclosed shopping mall and large concrete parking lot with a sustainable neighborhood environment characterized by diverse, high-quality architecture, and a mix of uses including retail shopping, lodging, dining, fitness, entertainment, new housing, and accessory uses on the Development Property (the "***Development Project***").

E. The Village is a home rule unit of government in accordance with Article VII, Section 6, of the 1970 Illinois Constitution. The Village has the authority, pursuant to the laws of the State of Illinois, to promote the health, safety and welfare of the Village and its inhabitants, to prevent the presence of blight, to encourage private development in order to enhance the local tax base, to promote additional tax revenue realization by the Village, to foster increased economic activity within the Village, to increase employment opportunities within the Village, and to enter into contractual agreements with third parties for the purpose of achieving such purposes, and to otherwise further the best interests of the Village.

F. The Village anticipates that the Development Project has the potential to generate additional new tax revenue in excess of any anticipated one-time or ongoing public costs that it may incur in connection with the Development Project, generating a net fiscal and economic

benefit to the community and the region.

G. The Development Project, as proposed by the Developer, is a complex undertaking that requires partnerships among several public and private stakeholders to establish a master development plan that will be implemented over time, and requires an extensive public process allowing for review, consideration, and input by all interested parties including, particularly, the residents of the Village.

H. In that spirit, the Village and the Developer have determined that it is in their mutual best interests to cooperate and collaborate on the exploration of the feasibility of the Development Project, and desire to enter into this generally non-binding Agreement to introduce the conceptual master plan and to identify the several actions and procedures necessary to fully design, plan for, finance and implement, the Development Project, all in a manner that protects and enhances the Village.

SECTION 2. STATEMENT OF COOPERATION.

The Village and the Developer each declare their interest in exploring and further discussing and reviewing the Development Project. The Village and the Developer each pledge to cooperate in good faith with each other and with all other stakeholders to take all reasonable steps toward the review and consideration of the Development Project, as set forth in this Agreement. Specifically:

- the Developer will work with the Village and with other units of government and area organizations with an interest in the Development Project, including High School District 225, Elementary School District 28, the Northbrook Park District, the Northbrook Public Library, the Metropolitan Water Reclamation District, the Illinois Department of Transportation, Metra, the Regional Transportation Authority, and Cook County;

- the Developer will comply with all Village requirements concerning public meetings and public hearings and will cooperate with the Village in making regular and timely non-proprietary information available to the public concerning the status of the Development Project; and

- the Village will undertake its review of the requested zoning relief and economic incentives in the most expeditious manner possible under applicable law, adhering to the proposed timelines and schedule set forth in this Agreement.

SECTION 3. PURPOSE AND IMPACT OF AGREEMENT.

A. Statement of Purpose. This Agreement represents a statement of mutual cooperation of the Parties for the consideration of the Development Project. This Agreement sets forth the Parties' mutual understanding, and current plans for the pursuit and completion, of all tasks and actions that will be necessary for the Development Project to come to fruition. Accordingly, the purpose of this Agreement is to serve as a "roadmap" for the further preparation of plans necessary for the Development Project and the establishment of all necessary governmental approvals for the Development Project. The Parties recognize and agree that this Agreement is the first of many agreements and contracts that will be necessary to properly and

Attachment: Northbrook Court Pre Development Agreement May, 2023 (00132432-2) (6721 : A Resolution Approving a Pre-Development

fully implement the Development Project.

B. Nature of Agreement. Except for the Developer's reimbursement obligation in Section 13.C and the Village's obligation to commence the procedures described in Section 11.B which are binding: (1) this Agreement is not to be deemed or interpreted as an obligation on either Party to take any actions, or to refrain from any actions, with respect to the Development Project; (2) neither Party is or will be under any obligation to act in any way contemplated by, or to exercise any of the rights granted to it in, this Agreement; and (3) further, neither Party will be liable to the other Party for the failure to take any action contemplated by this Agreement. ***Specifically, and without limitation of the foregoing, nothing in this Agreement shall be deemed or interpreted as binding, obligating, or requiring the Village to approve the Development Project or any of the zoning or economic relief requested by the Developer in connection with the Development Project***.

C. Termination. Either Party may terminate this Agreement at any time, for any reason, upon the provision of advance written notice to the other Party. The Developer's reimbursement obligation in Section 13.C will survive the termination of this Agreement.

SECTION 4. IDENTIFICATION OF COMMUNITY BENEFITS AND IMPACTS.

The Parties mutually recognize that, given its size and scope, the Development Project will generate many positive impacts for the Village and the surrounding community, and simultaneously present challenges for the Village and the community. The Parties are committed to harnessing the benefits of the Development Project while also working cooperatively with each other and with the residents, property owners, and businesses of the Village and its surrounding region to mitigate any challenges posed by the Development Project. To those ends, the Parties agree to cooperate to identify community needs and issues, to negotiate community benefits to address those community needs and issues, and to incorporate those agreed upon benefits into a future agreement or agreements between the Parties, all to best enhance and protect the Village and its residents while also preserving the viability and success of the Development Project.

SECTION 5. The 2019 REIA.

The 2019 REIA will remain in effect until a new, binding redevelopment agreement governing the entire Development Property ("***Binding Redevelopment Agreement***") is fully executed, at which time the 2019 REIA will be repealed. If the Binding Redevelopment Agreement is not executed by September 26, 2023, unless extended pursuant to Section 2.A of the Fourth Amendment to the 2019 REIA, the Developer will be required to perform the demolition and restoration obligations set forth in the 2019 REIA or else forfeit the existing letter of credit posted per the 2019 REIA. Nothing in this Agreement modifies or amends the obligations in the 2019 REIA.

SECTION 6. DEVELOPMENT PROPERTY COMPONENTS.

A. Subareas and Infrastructure. The Developer proposes that the Development Property will consist of the following components, all as depicted and labeled on the Block Plan:

1. 11 Private Development Subareas, consisting of approximately 49.78 acres, labeled NE-1, NE-2, NE-3, SE-1, SE-2, NW-1, NW-2, NW-3, NW-5, SW-1, and SW-2;

Attachment: Northbrook Court Pre Development Agreement May, 2023 (00132432-2) (6721 : A Resolution Approving a Pre-Development

2. One Civic Subarea, consisting of approximately one acre to be dedicated to the Village for civic use, labeled NW-4;

3. Parks and Open Space Subareas, consisting of approximately 26.2 acres, including the approximately 23.18-acre existing Detention Area, an approximately 2.54-acre Linear Park, and an approximately 0.52-acre neighborhood park, which amenities would be in proximity to an existing open space, approximately 3.98 acres of the Chicago River North Branch;

4. One Event Space Subarea, consisting of approximately 0.8 acres; and

5. Streets and rights-of-way, consisting of approximately 13.6 acres.

B. <u>Development Property Land Uses</u>. The Developer proposes that the Development Project will substantially conform with the following proposed land uses:

1. Phase I Retail.

   a. A new, high-quality and high-end retail and commercial destination area on the Development Property will offer a sophisticated outdoor, pedestrian-oriented environment within Subarea NE-1 and a portion of Subarea NE-2 ("Phase I Retail") Phase I Retail will have a total floor area of approximately 115,000 square feet, and will consist of a mix of high-quality and attractive uses, including approximately (i) 75,000 square feet of retail and (ii) 40,000 square feet of complementary food and beverage, fitness, entertainment and related accessory uses.

   b. Developer shall endeavor to have at least 30% of the retail component of Phase I Retail be "***Luxury Retail***," unless modified at the request of the Developer and in the sole discretion of the Village Manager. Luxury Retail includes high-end or top-tier fashion brands distinguished by their quality, accessibility, in-store experience, price point and other unique features. Examples in the market of similar Luxury Retail destinations include by way of example Oakbrook Center, Plaza Frontenac (St. Louis), La Cantera (San Antonio) and Tysons Galleria (McLean, Virginia). The Parties acknowledge that the mix of retail tenants will be driven by the marketplace, and trends in luxury and high-end retailers. The Village will rely upon the expertise of the Developer in cultivating the optimal mix of high-quality and high-end retail tenants complemented by food and beverage and other complementary tenants.

   c. Quality of construction for the Luxury Retail may include alfresco dining patios, first-class retail building facades that may include variations in materials, modulation or other accents, pedestrian-oriented outdoor lanes, and a variety of landscaping that can offer substantive winter interest to provide for a year-round shopping and dining destination.

   d. Phase I Retail's emphasis on retail and placemaking is intentional and intended to drive the economic redevelopment of the entire Development Property. Phase I Retail's development is necessary to revitalize the Village along the Lake-Cook corridor and is the first step in revitalizing the Mall

Attachment: Northbrook Court Pre Development Agreement May, 2023 (00132432-2) (6721 : A Resolution Approving a Pre-Development

Property, and, upon Phase I Retail's opening, it is the intent for it to be the catalyst for a growing economic foundation in the Village that will benefit the Village's partner taxing bodies.

2. Mixed Residential, Hotel, and Office Uses.

    a. The residential uses may include townhouse dwellings, two family dwellings, multiple family dwellings and single-family dwellings, including 55-plus age-restricted housing, with an overall density of up to 2,000 units. Interspersed with Phase I Retail and mix of residential uses on the Development Property may be commercial, retail, office, lodging, fitness, entertainment, and other complementary uses.

    b. A new residential neighborhood on the Development Property will reflect the rich history and heritage of Chicago's North Shore and be a true walkable neighborhood.

    c. The neighborhood will be defined by a variety of home types, with consideration given to features like pedestrian mews and other outdoor space and a range of indoor and outdoor amenities. The neighborhood also may include office, hotel, and certain service uses.

3. Open Space. An internal sidewalk network and linear park framework will be developed as part of the pedestrian-oriented neighborhood, providing important environmental benefits. Increasing the walkability of the site will provide a new recreational benefit to neighboring residential and commercial/office properties in this important Northbrook corridor.

SECTION 7. LAND USE REGULATIONS.

A. Development Project Overall Use and Bulk Regulations. The Developer proposes that the C-4 District regulations of the Village Zoning Code be amended to codify the following use and bulk regulations that will govern development on the Development Property (the "***Land Use Regulations***"):

1. Exterior Setback Requirement:

    a. From Lake-Cook Road: Buildings will be set back a minimum of 30 feet; parking will be set back a minimum of 10 feet

    b. From residential areas adjacent to the Development Property: Buildings will be set back a minimum of 30 feet; parking will be set back a minimum of 10 feet

2. Interior Setback Requirements: To be determined as part of site plan review and approval for individual Subareas and projects within Subareas.

3. Height: The maximum overall building height is up to 135 feet, provided that each Subarea will have its own specific height restriction which in some cases is less than 135 feet. Height will be measured from the average finished grade around a building to the eave or top of roof joist.

Attachment: Northbrook Court Pre Development Agreement May, 2023 (00132432-2) (6721 : A Resolution Approving a Pre-Development

4. Minimum Parking:

    a. Townhouse and Two Family Dwellings: 1.5 spaces/unit;

    b. Multiple Family Dwellings: 1.25 spaces/unit;

    c. 55+ Age-Restricted Housing: 0.5 spaces/unit;

    d. Commercial (including retail, civic, office): 2.5 spaces/1,000sf of floor area; and

    e. Hotel: .5 spaces per key.

    The Village's approval of the proposed minimum parking requirements set forth in this Section will ultimately depend on design, location, housing types, walkability, and parking mitigation factors such as best practices for shared parking in a mixed use neighborhood, as well as enhanced electric vehicle charging capacity, designated ride share pick up/drop off location(s), and delivery parking location(s). In no event will parking mitigation efforts shift parking off the development site for which the parking is required.

5. Architecture and Landscaping.

    The Development Project will be characterized by the quality of architecture, façade details and design elements required to attract retail customers and support a successful mixed use development. The outdoor space and pedestrian oriented environment will be equally characterized by the quality of landscaping and visual amenities to also attract retail customers and support a successful mixed use development.

B. <u>Specific Subarea Land Uses and Regulations</u>.

1. Subarea NE-1 and NE-2: Subareas NE-1 and NE-2 will contain Phase I Retail and residential uses, and will include a portion of a publicly-accessible outdoor gathering and event space. Use, bulk, and density regulations may include and be subject to the following:

    a. Allowed uses: Miscellaneous Commercial, Retail Trade, Civic, Office, Townhouse Dwellings, Two Family Dwellings, Multiple Family Dwellings, Hotel, and accessory and related service uses;

    b. Maximum Floor Area Ratio: 3.5; and

    c. Maximum Residential Density: 25 dwelling units per net acre of land.

2. Subarea NE-3: Subarea NE-3 will contain residential uses that will complement Phase I Retail and the current location of Nieman Marcus. Use, bulk, and density regulations will include the following:

Attachment: Northbrook Court Pre Development Agreement May, 2023 (00132432-2) (6721 : A Resolution Approving a Pre-Development

a. Allowed uses: Townhouse Dwellings, Two Family Dwellings, Multiple Family Dwellings;

b. Maximum Floor Area Ratio: 3.5; and

c. Maximum Residential Density: 25 dwelling units per net acre of land.

3. Subareas SE-1 and SE-2: Subareas SE-1 and SE-2 will contain a mix of residential and miscellaneous commercial and civic uses that will complement Phase I Retail and the current location of Nieman Marcus, and related service uses. These Subareas will include a portion of a publicly-accessible outdoor gathering and event space. Commercial uses will be excluded from a portion of the Subareas defined as the "buffer area." Use, bulk, and density regulations will include the following:

   a. Allowed uses: Miscellaneous Commercial, Retail Trade, Civic, Office, Townhouse Dwellings, Two Family Dwellings, Multiple Family Dwellings, Hotel, and accessory and related service uses;

   b. Maximum Floor Area Ratio: 4.0; and

   c. Maximum Residential Density: 85 dwelling units per net acre of land.

4. Subareas SW-1 and SW-2: Subareas SW-1 and SW-2 will contain a mix of residential uses and related miscellaneous commercial, civic, and service uses. Commercial uses will be excluded from the "buffer area" portion of these Subareas. Use, bulk, and density regulations will include the following:

   a. Allowed uses: Miscellaneous Commercial, Civic, Townhouse Dwellings, Two Family Dwellings, Multiple Family Dwellings, and accessory and related service uses;

   b. Maximum Floor Area Ratio: 3.0; and

   c. Maximum Residential Density: 40 dwelling units per net acre of land.

5. Subareas NW-1 and NW-5: Subareas NW-1 and NW-5 will contain a mix of miscellaneous commercial, civic, and residential uses, and service uses. Commercial uses will be excluded from the "buffer area" portion of these Subareas. Use, bulk, and density regulations will include the following:

   a. Allowed uses: Miscellaneous Commercial, Retail Trade, Civic, Office, Townhouse Dwellings, Two Family Dwellings, Multiple Family Dwellings, Hotel, and accessory and related service uses;

   b. Maximum Floor Area Ratio: 4.0; and

Attachment: Northbrook Court Pre Development Agreement May, 2023 (00132432-2) (6721 : A Resolution Approving a Pre-Development

c. Maximum Residential Density: 75 dwelling units per net acre of land.

6. Subareas NW-2 and NW-3: Subareas NW-2 and NW-3 will contain a mix of commercial, civic, and service uses. Use, bulk, and density regulations will include the following:

   a. Allowed uses: Miscellaneous Commercial, Retail Trade, Civic, Office, Hotel, and accessory and related service uses; and

   b. Maximum Floor Area Ratio: 4.0.

7. Subarea NW-4: Subarea NW-4 will contain civic uses. Use and bulk regulations will include the following:

   a. Allowed uses: Civic; and

   b. Maximum Floor Area Ratio: 1.0.

8. Parks and Open Space Areas:

   a. The areas designated as "***Parks & Open Space: Linear and Neighborhood Parks***" on the Block Plan will be developed in phases by the Developer in connection with, and at the time of, the construction of the Development Project within the applicable Subarea. Prior to the commencement of construction of the initial structure(s) within a Subarea, the Developer and the Village will determine (i) an overall Parks & Open Space phasing plan that depicts the exact location of the Park & Open Space areas; (ii) a phasing and allocation plan that depicts which portion(s) of the Parks & Open Space are to be developed in conjunction with particular Subareas; and (iii) whether the applicable Park & Open Space area will be dedicated to the Northbrook Park District or will be privately maintained as public open space. The owners of applicable Subareas will be permitted to temporarily restrict access to Park & Open Space areas in order to accommodate private events.

   b. The Developer will incorporate a network of sidewalks and walking paths that will provide pedestrian access to, from, among, and within Subareas.

9. Private Event Space Area:

   The approximately 0.8 acre area that is located within portions of Subareas NE-2, SE-1, and SE-2 will be constructed by the Developer as part of the Development Project for these respective Subareas, for outdoor event space for public and private events, all of which will be organized and programed by either the Developer, the owner of the retail component, or a property owners' association covering all or a portion of the Development Property.

Attachment: Northbrook Court Pre Development Agreement May, 2023 (00132432-2) (6721 : A Resolution Approving a Pre-Development

10. Streets and Right-Of-Ways:

    a. The Developer and the Village will continue to discuss whether and in which locations all or a significant portion of the surface roads to be constructed within the Development Property will be dedicated to the Village and on what terms.

    b. The Developer will cooperate with the Village and other applicable public and private entities to facilitate the connection of the Development Property to adjacent, sidewalks, nearby bicycle and walking trails, including working with the Village to create a connection from the Development Property east to the Skokie Valley Trail and across the Tollway Spur to trails located adjacent to and within the Chicago Botanical Garden. For purposes of this provision, cooperation includes working with appropriate agencies and dedicating right-of-way, but does not include actually constructing or paying for such improvements.

C. Phasing of Development. The Parties contemplate that the Binding Redevelopment Agreement will contain the following provisions:

1. The Development Project will be constructed in multiple phases based on market demand and will be undertaken so as to allow for coordination and relocation of existing retail tenants to new buildings on the Development Property prior to the demolition of the existing structures on the Development Property.

2. Phase I Retail luxury mixed-use development will occur prior to, or concurrent with, the construction of any other building in any other Subarea.

3. No building permit for vertical construction will be issued (though the Developer will be allowed to apply for permits) for any Subarea unless and until a building permit has first been issued for the construction of Phase I Retail.

SECTION 8. VILLAGE APPROVALS.

A. Acknowledgement. The Parties acknowledge and agree that, pursuant to the Village Code and the Zoning Code and applicable law, the Development Project may not be constructed, and the Development Property may not be operated or used as contemplated in this Agreement, except upon approval by the Village of the zoning, land use, and subdivision approvals necessary for the Development Project, in accordance with the requirements and procedures of the Village Code and the Zoning Code.

B. Land Use Approvals. The Development Property is located within the C-4 Regional Shopping District of the Village Zoning Code. Presently, the Development Property is the only parcel in the Village mapped within this District. It is contemplated that the Developer will seek, and the Village will consider, an amendment to Section 5-109.B of the Village Zoning Code to allow for the construction and operation of the Development Project as a mixed-use planned development, governed by the Land Use Regulations and the provisions set forth in this

Attachment: Northbrook Court Pre Development Agreement May, 2023 (00132432-2) (6721 : A Resolution Approving a Pre-Development

Agreement (the "***Land Use Approvals***").The granting or denial of the Land Use Approvals will be at the sole and absolute discretion of the Village Board.

C. Application Procedure. The Village and the Developer agree to cooperate in good faith toward identification of specific content of the Land Use Approvals that are mutually satisfactory. The Developer will file the required application, and the Village will conduct the required public processes for consideration of the Land Use Approval, generally in accordance with the time schedule set forth in Section 12 of this Agreement

D. Public Improvements. The Binding Redevelopment Agreement will specify, delineate and distinguish among the public improvements that will be engineered and constructed or caused to be engineered and constructed in one or more phases by the Developer and/or its successors and assigns in subsequent phases.

E. Site Plan and Design Review. The Binding Redevelopment Agreement will contain provisions enabling a process for Village staff review of the site plan for each Subarea as well as the vertical improvements to be constructed.

F. Compliance with Village Standard Requirements. The Binding Redevelopment Agreement will contain provisions ensuring the Developer's full compliance with all applicable Village development standards and requirements including, without limitation, the Village's Affordable Housing Ordinance/Inclusionary Housing Program; the Village's Climate Action Plan; the Village's Subdivision Code requirements for school, park, and library land dedications (or payments of fees in lieu of dedication);

G. Safety and Security Plan. The Binding Redevelopment Agreement will contain provisions requiring the Developer to plan for safety and security to serve both ongoing commercial and retail operations on the Development Property (including security related to burglary and theft typically provided in a mixed-use project of the quality of Phase I Retail) and the construction and maintenance of the Development Project and the improvements to be constructed on the Development Property.

H. Additional Land Donations and Improvements. The following concepts will be addressed prior to the execution of the Binding Redevelopment Agreement:

1. Developer has proposed to dedicate to the Village approximately one acre of land in Subarea NW-4 for future use by the Village as a Fire Station. The exact size and location of the dedicated area will be further discussed by the Parties, and the process for transfer of ownership will be set forth in the Binding Redevelopment Agreement.

2. The Village and the Developer will discuss and agree on the most appropriate arrangement for ownership and maintenance of the approximately 23.18 acre existing Detention Area. The Detention Area will remain available to serve the detention and retention requirements of the Development Property (through reservation of an easement or otherwise, if no longer owned by the Developer), provided that the Village and the Developer may mutually agree to dedicate portions of the Detention Area

Attachment: Northbrook Court Pre Development Agreement May, 2023 (00132432-2) (6721 : A Resolution Approving a Pre-Development

to other uses complementary to the Development Project.

3. The Developer will coordinate with the Village on the water distribution system design for both fire and potable water and will dedicate to the Village such portions of the systems as are necessary to establish system redundancies which are deemed beneficial to the public water distribution system (e.g. a looped system around the entire development and the new private system that would be interconnected). This provision does not prevent internal private looping.

SECTION 9. PROPOSED FOOD AND BEVERAGE TAX.

The Binding Redevelopment Agreement will contain a provision stating that the Developer acknowledges that the Village has the right to adopt a Village-wide food and beverage tax, and that if it is adopted, the Developer will not have any portion of it rebated or abated as part of the public financing for the Development Project.

SECTION 10. COST OF DEVELOPMENT PROJECT.

A. Cost of Development Project. The Developer estimates that the total cost of construction of the Development Project will be $750,000,000.

B. Financial Gap. The Developer has identified a financial "gap" of $90 million of net assistance needed to enable the commencement of construction of the Development Project due to the age and condition of the existing Mall Property, the need for new public/private infrastructure, as well as the necessary cost of quality materials to achieve the Luxury Retail and surrounding new neighborhood community and the costs of creating the additional public benefits associated with the Development Project. The gap is especially large in the initial phase of construction given that virtually all of the infrastructure and other costs associated with bringing the retail online and constructing the backbone infrastructure will be incurred during those phases. The Village is reviewing and analyzing the requested assistance. The final amount of any Village financial assistance will be documented in the Binding Redevelopment Agreement. The financial gap identified by the Developer does not include the cost of construction of municipal facilities including, without limitation, a fire station, which the Village may evaluate and include in its determination of TIF eligible expenses. Such expenses would be in addition to the $90 million of net assistance identified.

SECTION 11. REQUESTED PUBLIC FINANCING.

A. Requested Public Financing. The Developer has requested a public financing structure featuring senior lien obligations issued as tax-exempt revenue bonds (non-recourse to the Village and secured exclusively by pledged revenues) and junior lien obligations issued as developer notes with stated interest rates. The three public financing mechanisms are:

1. Sales Tax Rebate;

2. Business District Act Financing; and

3. Tax Increment Financing (collectively the "***Financial Incentives***").

Attachment: Northbrook Court Pre Development Agreement May, 2023 (00132432-2) (6721 : A Resolution Approving a Pre-Development

The Developer has made clear in its request, and if approved the Binding Redevelopment Agreement will provide, that any and all public financing undertaken by the Village will be limited non-recourse obligations of the Village, and will be so called "revenue obligations" (as opposed to general obligations), with no risk to, or pledge of the full faith and credit of, the Village.

B. **Village Consideration of the Financial Incentives**. The Village agrees to initiate the required processes and procedures for consideration and ultimate approval of the Financial Incentives. The significant procedural steps that are required to be followed by the Village to consider the implementation of the three public financing mechanisms are in the schedule in Section 12 of this Agreement. Upon completion of these steps, the Village Board will have no obligation to actually implement or grant any of the Financial Incentives unless the Village Board determines that it is in the best interest of the Village to do so. The granting or denial of any ordinance implementing or authorizing any of the three public financing mechanisms will be at the sole and absolute discretion of the Village Board.

C. **Property Covered by the Financial Incentives.** The properties that are anticipated to be covered by the Financial Incentives are the Development Property and the 7.70 acre Neiman Marcus building and parking lot parcel (collectively, the "***Incentive Property***").

D. **Rebate of Sales Tax.** The Developer requests that the Village rebate a portion of the sales tax generated from the Incentive Property. The Village will undertake any necessary actions to evaluate the availability and eligibility of projected sales taxes generated by the uses on the Incentive Property pursuant to the Retailers' Occupation Tax Act, Service Use Tax Act, Service Occupation Tax Act, Use Tax Act, Home Rule Municipal Retailers' Occupation Tax Act, and the Village's Home Rule Sales Tax Ordinance as a means of providing for future reimbursement to the Developer, through bonds, notes or other debt instruments. The method and procedure for determining the amount to be rebated to the Developer, as well as the method and process for the rebate, will be consistent with the Village's existing practice for providing sales tax rebates. Specifically, but without limitation, the Village and the Developer will establish a base year amount for sales tax revenue for the Incentive Property, with the 2021 calendar year being under consideration as the base year by the Parties as of the date of execution of this Agreement, and the Village will rebate only 50% of that portion of future sales tax revenue generated from the Incentive Property that exceeds the base year amount.

E. **Business District Financing.** The Developer requests that the Village create a business development district covering the Incentive Property to support financial assistance for the Development Project and businesses within the Incentive Property. The Village will undertake necessary actions under the Business District Development and Redevelopment Act, 65 ILCS 5/11-74.3-1 *et seq*., to authorize (i) the preparation of a development or redevelopment plan for the creation of a "Business District" including the Incentive Property to allow utilization of tax revenues derived from the imposition of a Business District Retailers' Occupation Tax in an amount not to exceed 1% and a Business District Hotel Operators' Occupation Tax in an amount not to exceed 1% for the payment of Business District project costs and (ii) the future reimbursement to the Developer of eligible Business District project costs through bonds, notes or other debt instruments. The Developer has requested and the Village has agreed to hire, at

Attachment: Northbrook Court Pre Development Agreement May, 2023 (00132432-2) (6721 : A Resolution Approving a Pre-Development

the Developer's sole expense, a financial consultant to determine the Development Property's eligibility under the Business District Development and Redevelopment Act. Nothing in this Section makes any guarantee or assurance that the Incentive Property will qualify as part of a Business District.

F. Tax Increment Financing. The Developer requests that the Village create a tax increment financing district covering the Incentive Property to support financial assistance for the Development Project and properties within the Incentive Property. The Village will undertake necessary actions under the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et seq*. ("***TIF Act***"), to (i) qualify the entire Incentive Property as part of a new Redevelopment Project Area, (ii) authorize the preparation and approval of a Redevelopment Plan, (iii) terminate the existing Northbrook Court TIF District that was created pursuant to the 2019 REIA, and (iv) authorize tax increment financing to provide for the future reimbursement to the Developer of eligible redevelopment project costs under the TIF Act through bonds, notes or other debt instruments. The Developer has requested and the Village has agreed to hire, at the Developer's sole expense, a financial consultant to determine the Incentive Property's eligibility under the TIF Act. Nothing in this Section makes any guarantee or assurance that the Incentive Property or Development Project will qualify for tax increment financing.

SECTION 12. REVIEW AND APPROVAL SCHEDULE.

The timeline for consideration of the Land Use Approvals*, and Financial Incentives contemplated in this Agreement will substantially conform with the following schedule:

May 23, 2023	Village Board Authorizes preparation of a Plans and Eligibility Studies for TIF and Business Development District
May 2023	Consultant conducts eligibility study and prepares Eligibility Studies and Plans
June 2, 2023	Draft TIF Plan and Eligibility Study made available for public inspection
June 13, 2023	Village Board conducts Preliminary Review of Zoning Application; Village Board determines Zoning Public Hearing Schedule
	Village Board initiates process for noticing and convening Joint Review Board and TIF Public Hearing
	Village establishes Interested Parties Registry
June 19, 2023	Developer submits complete application for Land Use Approvals
	Village mails notices of Joint Review Board meeting and TIF Public Hearing to Taxing Bodies and DCEO
July 10, 2023	Joint Review Board public meeting

Attachment: Northbrook Court Pre Development Agreement May, 2023 (00132432-2) (6721 : A Resolution Approving a Pre-Development

July 24, 2023	Village publishes Public Hearing public notice for Land Use Approvals
August 22, 2023	Village Board conducts Public Hearing on Land Use Approvals
	Village Board conducts Public Hearing on TIF
September 12, 2023	Village Board considers and adopts Ordinances:

- Dissolving the existing TIF
- Approving the three requisite TIF Ordinances for the new TIF (no less than 14 days after close of the TIF Public Hearing)
- Adopting the Land Use Approval Ordinances
- Adopting the Business District Ordinance
- Approving the Binding Redevelopment Agreement

*The dates for the Land Use Approvals are subject to modification based on timeliness of submission of Zoning Application and staff review

SECTION 13. GENERAL PROVISIONS.

A. Notices. All notices required or permitted to be given under this Agreement must be given by the Parties by (i) personal delivery, (ii) deposit in the United States mail, enclosed in a sealed envelope with first class postage thereon, or (iii) deposit with a nationally recognized overnight delivery service, addressed as stated in this Section 13.A. The address of any Party may be changed by written notice to the other Parties. Any mailed notice will be deemed to have been given and received within three days after the same has been mailed and any notice given by overnight courier will be deemed to have been given and received within 24 hours after deposit. Notices and communications to the Parties must be addressed to, and delivered at, the following addresses:

If to Village:
Village of Northbrook
1225 Cedar Lane
Northbrook, IL 60062
Attention: Village Manager

With a copy to:
Elrod Friedman LLP
325 North LaSalle Street
Chicago, IL 60654
Attention: Steven Elrod, Village Attorney

If to Developer:
Brookfield Properties
350 N. Orleans Street, Suite 300
Chicago, IL 60654-1607
Attention: Ben Freeman

Attachment: Northbrook Court Pre Development Agreement May, 2023 (00132432-2) (6721 : A Resolution Approving a Pre-Development

Attachment: Northbrook Court Pre Development Agreement May, 2023 (00132432-2) (6721 : A Resolution Approving a Pre-Development

With a copy to: Brookfield Properties
225 Liberty Street, 3rd Floor
New York, NY 10281
Attention: Development Counsel

And to: DLA Piper LLP (US)
444 W. Lake Street, Suite 900
Chicago, IL 60606
Attention: Paul Shadle and Richard Klawiter

B. Relationship of the Parties. Nothing in, nor done pursuant to, this Agreement will be construed to create the relationship of principal and agent, employer and employee, partners, or joint ventures between the Village and the Developer.

C. Reimbursements to Village. Promptly upon presentation of a written demand or demands therefor, the Developer will pay the Village for all reasonable third-party fees, costs, and expenses incurred or accrued by the Village in connection with negotiating, preparing, and drafting this Agreement. Further, the Binding Redevelopment Agreement will require the Developer to pay to the Village, promptly upon presentation of a written demand or demands therefor, all reasonable third-party fees, costs, and expenses incurred or accrued by the Village in connection with the review, preparation and consideration of the Development Project. The Village shall provide to the Developer regular updates of such third-party fees, costs and expenses and shall review and confer with the Developer before incurring any such fees, costs and expenses from an individual vendor in excess of $25,000 (with the exception of the Village attorney and the Village financial consultant, whose fees, costs and expenses shall not require any such prior approval).

D. Consents. Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any Party, or of any duly authorized officer, employee, agent, or representative of any Party, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent must be in writing. Neither Party may unreasonably withhold or delay any such consent or assent.

E. Governing Law. This Agreement is governed by, construed, and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois. Venue for any action will be the Circuit Court of Cook County, Illinois.

F. Exhibit. Exhibit A attached to this Agreement is by this reference, incorporated into, and made a part of, this Agreement. In the event of a conflict between the text of this Agreement and an exhibit to this Agreement, the text of this Agreement will control.

G. No Third-Party Beneficiaries. No claim as a third-party beneficiary under this Agreement by any person, firm, or corporation may be made, or be valid, against the Developer or the Village.

H. Counterparts. This Agreement may be executed in counterparts, each of which will constitute an original document and together will constitute the same instrument.

[SIGNATURE PAGE FOLLOWS]

Attachment: Northbrook Court Pre Development Agreement May, 2023 (00132432-2) (6721 : A Resolution Approving a Pre-Development

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

ATTEST:

VILLAGE OF NORTHBROOK, an Illinois home rule municipal corporation

By:_____

Village Clerk

By:_____

Village President

DEVELOPER:

NORTHBROOK COURT NEWCO CO, LLC,

a Delaware limited liability company

By:_____

Name (Printed):_____

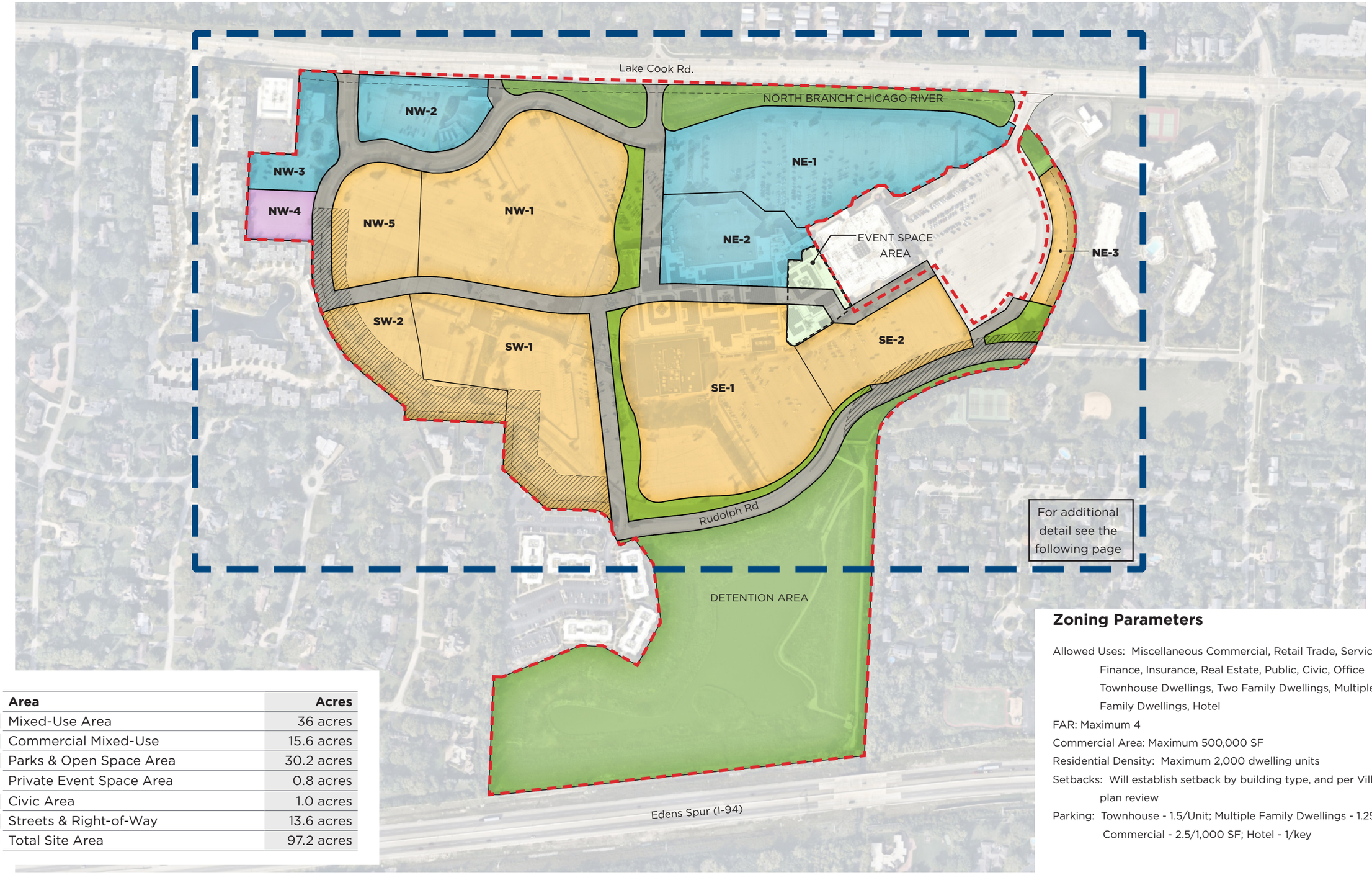
Its: Authorized Signatory

Attachment: Northbrook Court Pre Development Agreement May, 2023 (00132432-2) (6721 : A Resolution Approving a Pre-Development

EXHIBIT A

BLOCK PLAN

Attachment: Northbrook Court Pre Development Agreement May, 2023 (00132432-2) (6721 : A Resolution Approving a Pre-Development



Area	Acres
Mixed-Use Area	36 acres
Commercial Mixed-Use	15.6 acres
Parks & Open Space Area	30.2 acres
Private Event Space Area	0.8 acres
Civic Area	1.0 acres
Streets & Right-of-Way	13.6 acres
Total Site Area	97.2 acres

Zoning Parameters

Allowed Uses: Miscellaneous Commercial, Retail Trade, Services, Finance, Insurance, Real Estate, Public, Civic, Office Townhouse Dwellings, Two Family Dwellings, Multiple Family Dwellings, Hotel

FAR: Maximum 4

Commercial Area: Maximum 500,000 SF

Residential Density: Maximum 2,000 dwelling units

Setbacks: Will establish setback by building type, and per Village plan review

Parking: Townhouse - 1.5/Unit; Multiple Family Dwellings - 1.25/Unit; Commercial - 2.5/1,000 SF; Hotel - 1/key

Block Plan — Planning Areas

CONFIDENTIAL, PRIVILEGED AND PROPRIETARY DRAFT, SUBJECT TO REVISION—
NOT FOR PUBLIC DISTRIBUTION; DISCLOSURE COULD LEAD TO COMPETITIVE HARM

Attachment: 2022_1213 NBC ZoningExhibits (6721 : A Resolution Approving a Pre-Development Agreement for the Northbrook Court Property)

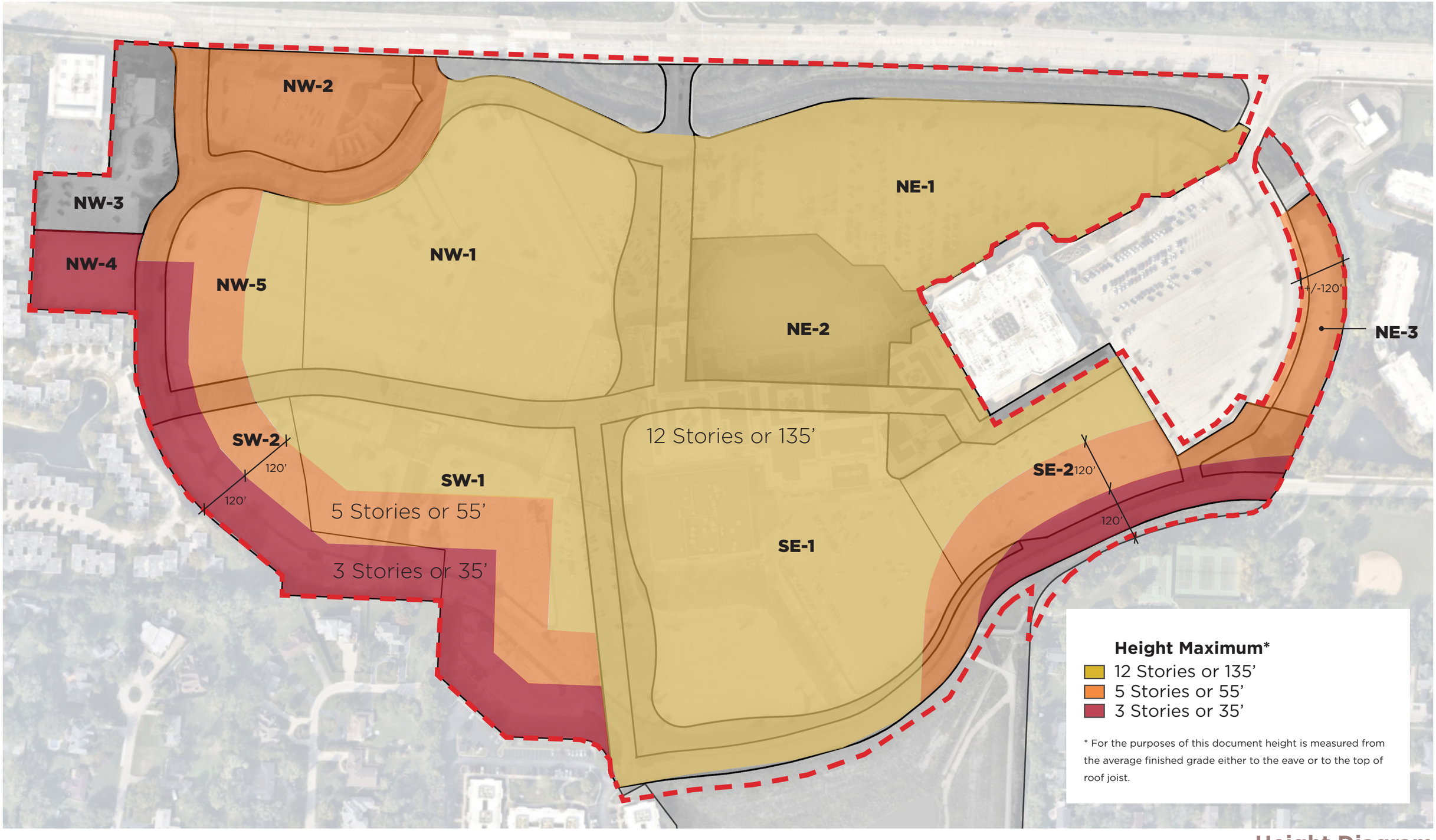


Area	Acres
Mixed-Use Area	36 acres
Commercial Mixed-Use	15.6 acres
Parks & Open Space Area	30.2 acres
Private Event Space Area	0.8 acres
Civic Area	1.0 acres
Streets & Right-of-Way	13.6 acres
Total Site Area	97.2 acres

Block Plan — Planning Areas

CONFIDENTIAL, PRIVILEGED AND PROPRIETARY DRAFT, SUBJECT TO REVISION—
NOT FOR PUBLIC DISTRIBUTION; DISCLOSURE COULD LEAD TO COMPETITIVE HARM

Attachment: 2022_1213 NBC ZoningExhibits (6721 : A Resolution Approving a Pre-Development Agreement for the Northbrook Court Property)



Height Diagram

CONFIDENTIAL, PRIVILEGED AND PROPRIETARY DRAFT, SUBJECT TO REVISION—
NOT FOR PUBLIC DISTRIBUTION; DISCLOSURE COULD LEAD TO COMPETITIVE HARM

Attachment: 2022_1213 NBC ZoningExhibits (6721 : A Resolution Approving a Pre-Development Agreement for the Northbrook Court Property)

MEMORANDUM
VILLAGE OF NORTHBROOK
PUBLIC WORKS

TO: CARA PAVLICEK, VILLAGE MANAGER

FROM: KELLY HAMILL, DIRECTOR OF PUBLIC WORKS

DATE: May 23, 2023

SUBJECT: A RESOLUTION AUTHORIZING A CONTRACT FOR TRAFFIC SIGNAL CONTROL BOX UPGRADES

The Village of Northbrook contracts for the maintenance of traffic signals at 14 signalized intersections. The Village also provides partial reimbursement for 15 State and County owned intersections for which these agencies administer maintenance contracts. This combination of contracts ensures that all traffic signals within the Village are operational at all times.

Under the Village's maintenance contract for its traffic signals, the contractor performs routine inspections of the signals and all Emergency Vehicle Pre-emption devices, lamp replacements, adjusts timing of the signals, cleans the fixtures, and paints the signals, mast arms, and bases. The contractor also performs major repairs (i.e. repairs to electronic controls or pole replacements due to vehicle accidents) on a time and material basis.

In February 2020, Public Works staff prepared detailed bid documents for basic maintenance services of Village owned traffic signals. The contract was awarded to the low bidder, Meade Electric Company, Inc of Willowbrook, Illinois. The initial contract period was for 24 months effective May 1, 2020, with the option to renew for up to three additional one-year periods. Meade has continued to provide good service over the past three years. On April 25, 2023, the Village Board approved a contract renewal and the contract now expires on April 30, 2024.

The traffic signal control boxes that control the intersections at Shermer Road and Walters Avenue and at Shermer Road and Meadow Road are original units and are over 30 years old. The technology in the controllers has been obsolete for some time and the sources for repair or replacement parts have been declining. Both of these control boxes communicate with the railroad crossing signals on Shermer Road which are regulated by the Illinois Commerce Commission (ICC), the state agency with regulatory authority over railroads and railroad crossings in Illinois. The ICC requires a master control unit in control boxes to allow for operational reporting of the railroad crossing signals. In this situation, one master control unit is sufficient for both intersections at the Shermer Road railroad crossing as it will communicate with both traffic control boxes. Due to the existing traffic signal and control box contract and historical knowledge of these control boxes and the programming required to meet the ICC regulations, Meade Electric is a sole source provider for these services.

As our traffic signal and control box contractor, Village staff requested Meade Electric to provide quotes for providing and replacing both signal control boxes, associated labor and programming, and installing the master control unit to meet the ICC requirements. Meade Electric provided quotes for $27,182 for the Shermer and Meadow and $33,574 for the Shermer and Walters, or a total of $60,756.00. A 10% contingency of $6,076 is requested by Staff to cover any unforeseen conditions identified in the field for a total requested spending authority of $66,832.00.

The cost for these repairs were identified Capital Improvement Plan (CIP) and the FY 2023/24 Budget contains sufficient funding in account 40-7400-531-24.

Fund	Account	Budget	Available	Requested	Remaining	Within Budget
Infrastructure Capital Fund - Maintenance Streets - Traffic Signal	40-7400-531-24	$200,000	$200,000	$66,832	$133,168	Yes

Staff recommends Village Board approval of a Resolution authorizing a Contract with Meade Electric Company, of Willowbrook, Illinois for Traffic Signal Control Box Upgrades in the quoted amount of $60,756 and including a 10% contingency of $6,076 for a total amount of $66,832.

Resolution (ID # 6629)

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 Traffic Signal Control Box Upgrades with Meade Electric Company of Willowbrook, Illinois

is hereby adopted, as follows:

Section 1. Recitals.

The Village's Annual Budget for Fiscal Year (FY) 2023/24 provides for traffic signal controller improvements at the intersections of Shermer Road at Walters Avenue and Shermer Road at Meadow Road. These controllers are obsolete and in need of replacement. Further, the Illinois Commerce Commission (***"ICC"***) requires the installation of a master control unit which allows for the operational reporting of the Shermer Road railroad crossing.

On April 25, 2023, an Agreement with Meade Electric Company of Willowbrook, Illinois ("***Contractor***") was renewed for the maintenance of the Village's Traffic Signals for FY 2023/24. The Contractor has extensive knowledge of the Village's traffic signal control boxes, installation of master control units, and programming to meet the ICC requirements. Based on these factors, Village staff recommends authorizing a contract between the Village and the Contractor for Traffic Signal Upgrades Construction ("***Contract***") in the amount of $60,756 along with a 10% contingency in the amount of $6,076 for a total amount of $66,832. The FY 2023/24 Annual Budget provides sufficient funds in Account No. 40-7400-531-24.

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. Waiver of Competitive Bidding Requirements; Acceptance.

The requirement that competitive sealed bids be solicited for this purchase is hereby waived based on the Contractor being the sole source for traffic signal control box equipment and installation services and the Contractor's proposal is accepted.

Section 3. Approval of Contract.

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

Section 4. Authorization to Execute Contract.

The Village Manager and the Village Clerk shall be, and are hereby, authorized and directed to execute and seal, on behalf of the Village, the Contract only after receipt by the Village Clerk of at least two original copies of the Contract executed by the Contractor and compliance by the Contractor with all conditions precedent to closing.

Section 5. Authorization to Execute Change Orders.

The Village Manager and Village Clerk are authorized and directed 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 an amount not to exceed $6,076.00, 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 Contract file.

Scheduled: 5/23/2023

ATTEST:

Village President

Village Clerk

Brvan Knutson

625 Willowbrook Center Parkway
Willowbrook, IL 60527
Office (708) 588-2516
Mobile (708) 243-1758
bmk@meade100.com

PROPOSAL

SUBMITTED TO: Village of Northbrook **JOB LOCATION** Shermer @ Meadows

ADDRESS 1225 Cedar Lane **JOB NAME** Order and Install RxR Cabinet

CITY Northbrook **STATE** IL **ZIP** 60062 **DATE** April 17, 2023

ATTENTION OF: **Matt Morrison** **PROPOSAL BINDING FOR** 45 days

OUR PROPOSAL IS AS FOLLOWS:

To furnish all material, labor and equipment needed to:

Order new RxR traffic cabinet, remove existing RxR cabinet and install the new RxR cabinet. RxR cabinet will be powder coated black.

WE PROPOSE TO FURNISH THE NECESSARY LABOR AND MATERIAL FOR THE SUM OF

Twenty-Seven Thousand One Hundred Eighty-Two Dollars and……...… 00/100 ($27,182.00)

BY Bryan Knutson

ACCEPTANCE OF THIS PROPOSAL

BY_____ **PURCHASE ORDER NO.**_____
COMPANY DATE

BY_____ **CONTRACT NO.**_____

Please sign and return via fax, mail, or e-mail.
Thank You,
Bryan Knutson

Attachment: PROPOSAL Northbrook -Shermer @ Meadows - Order and Install RxR Traffic Cabinet - 2023 (6629 : A Resolution Authorizing a

Brvan Knutson

625 Willowbrook Center Parkway
Willowbrook, IL 60527
Office (708) 588-2516
Mobile (708) 243-1758
bmk@meade100.com

PROPOSAL

SUBMITTED TO: Village of Northbrook **JOB LOCATION** Shermer @ Walters

ADDRESS 1225 Cedar Lane **JOB NAME** Order and Install RxR Cabinet

CITY Northbrook **STATE** IL **ZIP** 60062 **DATE** April 17, 2023

ATTENTION OF: **Matt Morrison** **PROPOSAL BINDING FOR** 45 days

OUR PROPOSAL IS AS FOLLOWS:

To furnish all material, labor and equipment needed to:

Order new RxR traffic cabinet with master controller, remove existing RxR cabinet and install the new RxR cabinet and all equipment.

WE PROPOSE TO FURNISH THE NECESSARY LABOR AND MATERIAL FOR THE SUM OF

Thirty-Three Thousand Five Hundred Seventy-Four Dollars and..…… 00/100 ($33,574.00)

BY Bryan Knutson

ACCEPTANCE OF THIS PROPOSAL

BY_____ **PURCHASE ORDER NO.**_____
COMPANY DATE

BY_____ **CONTRACT NO.**_____

Please sign and return via fax, mail, or e-mail.
Thank You,
Bryan Knutson

Attachment: PROPOSAL Northbrook -Shermer @ Walters - Order and Install RxR Traffic Cabinet - 2023 (6629 : A Resolution Authorizing a

MEMORANDUM
VILLAGE OF NORTHBROOK
PUBLIC WORKS

TO: CARA PAVLICEK, VILLAGE MANAGER

FROM: KELLY HAMILL, DIRECTOR OF PUBLIC WORKS

DATE: May 23, 2023

SUBJECT: A RESOLUTION AUTHORIZING AN AGREEMENT FOR SHERMER ROAD CORRIDOR PHASE II ENGINEERING

In August 2020, the Village Board approved Resolution 2020-102, which authorized an Agreement for Phase I Engineering services for the Shermer Road Sidepath. The Village's 5-year Capital Improvement Plan (CIP) has identified Phase II Engineering to begin in FY 2023/24, continue in FY 2024/25, and with construction occurring in FY 2025/26 to coincide with asphalt resurfacing and concrete panel replacement and to utilize Federal Surface Transportation Program (STP) funding awarded for the project in that year. The Village provided community outreach during the Phase I Engineering as follows:

- Project initiation letters were sent to stakeholders on 1/22/2021 and 2/24/2021 informing residents of the purpose and need of the project and encouraged feedback for the Technical Advisory Committee (TAC).
- First TAC meeting held on 3/17/2021 where the overview of the project was presented.
- Second TAC meeting held on 4/14/2021
- In person public meeting held 5/19/2021
    - The original scope of the project contemplated acquiring ROW needed to build the MUP
    - After the public meeting it was determined that acquiring ROW may be difficult and time consuming.
    - The project scope was changed to reduce the lane width of Shermer Road so no ROW is required.
    - A third TAC and second public meeting were required due to the scope change.
- Third TAC meeting was held 1/13/2022.
- Second public meeting was held 2/15/2022.
- A number of meetings where held with individual residents and business owners to discuss concerns with the project.

As part of the Fiscal Year 2023/24 Budget, funding was included to begin Phase II final engineering design for the improvement of Shermer Road corridor (both asphalt and concrete sections) and a sidepath on Shermer Road between Willow Road and Walters Avenue. This work is timed with the planned asphalt resurfacing and concrete panel replacement on Shermer Road in FY 2025/26. The Phase II design of the corridor will encompass the sidepath and a three to five foot road diet of Shermer Road along the east side of the corridor to allow for wider rights-of-way making the installation of the sidepath safer for pedestrian traffic along with planned ADA improvements throughout the corridor. Additionally, the Village has tasked the consultant with coordination of urban design and beautification elements for the corridor. This project is being designed as one construction project to reduce

inconvenience to the general public and traffic.

The Village of Northbrook was awarded grant funding for the Phase II design engineering through Cook County's Invest in Cook program. Under the terms of the Invest in Cook program, the Village must appropriate all funding for the project with up to 50 percent or $250,000 eligible for reimbursement.

In January 2023, staff prepared and issued a Request for Qualifications (RFQ) packet for the desired scope of services. This process allows the Village to select the most qualified firm for the scope of work and negotiate a scope of services once the firm is selected. The RFQ package was advertised on the Village's website. On Thursday, February 16, the Village received qualifications from five firms. After reviewing each firm's qualifications, staff selected and conducted interviews with all five firms.

Following these finalist interviews, the staff committee selected A. Epstein and Sons International, Inc. of Chicago, Illinois ("Consultant") based on their qualifications and interview presentation. Additionally, the Consultant's project manager previously served as the project manager for development of the Master Bicycle & Pedestrian Plan (MBPP), currently serves as the Village's on-call bicycle and pedestrian engineering consultant, and has significant knowledge of the community. Based on previous work experience, staff feels confident that the Consultant can complete the work as specified. After selecting the Consultant for the project, Staff worked with their project team to develop the scope of work, the number of project hours and a project budget to complete Phase II engineering.

After these discussions, the proposed project budget includes 2,273 hours for a total not to exceed cost of $558,516. Sufficient funds for this work are available in the Fiscal Year 2023/24 Budget in Account No. 40-7400- 531-07.

Acct. Name	Acct. #	Budget	Available	Requested	Remaining	Within Budget?
Infrastructure Capital Projects Fund - Other Maint.	40-7400-531-07	$924,140	$924,140	$558,516	$365,624	Yes

Staff recommends Village Board approval of a Resolution authorizing an agreement with A. Epstein and Sons International, Inc. of Chicago, Illinois for Shermer Roadway and Sidepath Engineering in the amount not to exceed $558,516. Staff will be in attendance at the Village Board meeting to answer any questions that may arise.

Resolution (ID # 6534)

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 Shermer Corridor Phase II Engineering Services with A. Epstein and Sons International, Inc. of Chicago, Illinois

is hereby adopted, as follows:

Section 1. Recitals.

As part of the Fiscal Year 2023/24 Budget, funding has been designated for the start of Phase II final engineering design for the construction of bicycle and pedestrian and roadway improvements in the Shermer Road corridor from Willow Road to Walters Avenue. This project was identified in the Village's Bicycle and Pedestrian Plan and received the highest prioritization score. Due to the size and complexity of the project, staff recommended using a consultant for the Phase II engineering design. The scope of work for this project includes coordinating with the Illinois Department of Transportation for use of Federal Surface Transportation Funding ("***Services***").

Staff prepared a Request for Qualifications (RFQ) package that included the general project scope and a description of the Services. The RFQ was posted on the Village website. Five firms submitted proposals, and all five firms were selected for interviews. After review, staff identified A. Epstein and Sons International, Inc. of Chicago, Illinois ("***Consultant***") as being the most qualified to complete the Services. After discussions, the Consultant and staff developed a scope of services with a total project cost not to exceed $558,516.

The Fiscal Year 2023/24 Budget provides sufficient funds in Account No. 40-7400-531-07 for the Services. Based on these factors, staff recommends entering into a consultant services agreement between the Village and the Consultant for the completion of the Services in the amount not to exceed $558,516 ("***Agreement***").

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

Section 2. Approval of Agreement.

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

Section 3. Authorization to Execute Agreement.

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

Scheduled: 5/23/2023

ATTEST:

_____
Village President

_____
Village Clerk



Bike and Pedestrian Improvements

GIS Consortium

7/12/2022

Capital Improvment Projects

Bike and Pedestrian Improvements

2024 - 2025

EXHIBIT A

0 355 710 1,420

N

Attachment: Exhibit A - Shermer Road Side Path Project Location Map (6534 : A Resolution Authorizing an Agreement for Shermer Road

EPSTEIN

Scope of Work

Overview of Project

This project involves Phase II Engineering for improvements to Shermer Road from Willow Road to Walters Avenue. Improvements include adding a sidepath to the east side of Shermer Road, resurfacing full width from Willow to Techny, pavement patching from Techny to Walters and spot repairs to west side curb and gutter. To fit the sidepath in the parkway within existing right-of-way, the east curb will be removed and replaced in a different location and lane widths will be narrowed on Shermer Road. The engineering will be funded through an Invest in Cook Grant and local funds. The Federal Aid process and guidelines will be followed. This project will be completed under applicable IDOT Bureau of Local Roads and Streets (BLRS) and Village standards.

Epstein anticipates improvements to include:

- Pick up topographic survey
- PSI investigation
- Geotechnical investigation
- Design of sidepath
- Design of roadway resurfacing
- Quantifying and indicating the pavement patching
- Quantifying and indicating the spot curb replacements
- Design of stormwater management
- Storm sewer design
- Design of roadway lighting
- Design of traffic signal modifications
- Relocation of Village Entry Identifier sign
- Design of aesthetic enhancements
- Maintenance of traffic
- Utility coordination
- Stakeholder coordination
- Adjacent project coordination (Willow Road)
- IDOT coordination
- Obtaining permits

Epstein, with its sub-consultants, Christopher B. Burke Engineering, LLC (CBBEL) and GSG Consultants, Inc. (GSG) will perform the following scope:

Task 1: Field Data Collection

CBBEL will prepare a topographic survey including tree sizes and species, manhole inverts, sizes and condition, surface features, and ROW location. The team will determine limits of pick up survey, review survey, incorporate into that we already have. CBBEL will request a design stage JULIE investigation and incorporate information into topographic survey. Epstein will conduct field visits after CBBEL has provided survey to observe and confirm existing conditions, identify concrete pavement patch locations and identify spot curb repair locations. Epstein will oversee environmental reviews as needed to develop construction documents consistent with Village and IDOT BLRS design requirements. Our subconsultant GSG will complete a PSI report consistent with IDOT procedures. The report will provide recommendations regarding soil management and handling during construction and estimated extent of each type of soil disposal option, i.e. CCDD, special waste and hazardous waste. Epstein will review geotechnical recommendations prepared by GSG to inform proposed pavement design, earthwork, and soil disposal. Willow Road is IDOT jurisdiction. No soil management is anticipated within IDOT ROW. For traffic signal and roadway lighting, we will determine if soil borings at each pole will be required, or if standard pole foundations will suffice.

Attachment: Exhibit B - Shermer Phase II Scope - Epstein (6534 : A Resolution Authorizing an Agreement for Shermer Road Corridor Phase II

EPSTEIN

Scope of Work

Task 2: Aesthetic Enhancement Concept Study

Review potential aesthetic enhancements for feasibility and potential incorporation into the Phase II scope of work. Aesthetic enhancements may include lighting, landscaping, enhanced crosswalks, and monument signing. The team will discuss potential enhancement, discuss viability and develop concept costs for those enhancements that are considered viable. Will work with the Village to decide which enhancements will be incorporated into the Phase II design. Epstein will provide a written memorandum identifying improvements recommended from the Bicycle and Pedestrian Plan that are and are not incorporated into the project.

Task 3: Phase I Amendments

Revisions to Phase I will be prepared to include full width resurfacing, lighting, pavement patching, and west side curb repairs. Epstein will revise the PDR with additional exhibits, cost estimate and a revised narrative be reviewed by IDOT BLRS.

Task 4: Preliminary Plan Preparation

Epstein will prepare construction documents including design plans, specifications, quantities, and cost estimate, advancing proposed plans prepared from the Project Development Report. Epstein will submit to the Village for review and comment. We will use IDOT Pay Items, Standard Specifications and Standard Details to the maximum extent feasible. Quantities will be broken up into federally funded and locally funded. Plans will be prepared utilizing 3D attributes. Anticipated plan set is as follows:

Sheet Count	Description
1	Cover Sheet, Title, Project Limits
1	Index of Sheets, General Notes, List of Standards
6	Summary of Quantity Sheets
2	Alignment, Ties and Benchmark
4	Typical Sections
15	Maintenance of Traffic
14	Proposed Plan and Profile with Removals
14	Drainage and Utilities
18	ADA Details
4	Erosion Control
4	Landscape
4	Pavement Marking Plans
8	Roadway Lighting Plans
16	Traffic Signal Plans
6	Details
40	Cross Sections @ 50’ Intervals and Driveways
157	**Total Sheet Count**

Attachment: Exhibit B - Shermer Phase II Scope - Epstein (6534 : A Resolution Authorizing an Agreement for Shermer Road Corridor Phase II

EPSTEIN

Scope of Work

Task 5: Stakeholder Coordination Meetings

Once the Village reviews the Preliminary Plans, we will present the design to various stakeholders for early feedback that may impact the design. The purpose of each meeting will be dependent on the type of stakeholder.

Affected Property Owners:
We will meet with Glenbrook North HS, and Maple School up to two times. Meetings with the property owners will include an overview of the proposed improvements as it relates to their property and how the design is mitigating their concerns raised during Phase I. We will also express to stakeholders that no easements or ROW is being obtained and that no impacts to their property is expected during construction.

Utilities:
Preliminary plans will be presented to each utility company with potential conflicts. We are aware of ComEd, AT&T, and Comcast facilities on utility poles within the project limits. The Phase I concept avoids conflicts with utility poles. We will verify no conflicts throughout the Phase II process. We will plan on one meeting with ComEd to verify their requirements during construction and obtain concurrence that their poles can remain as is. AT&T and Comcast follow ComEd's lead on pole relocation.

Agencies:
IDOT is improving the intersection of Shermer Road and Willow Road in 2023. We will coordinate with IDOT to obtain the plans and match our proposed improvements with their future improvements.
An IDOT kick off meeting will be required prior to Letting. We will plan for one more coordination meeting with IDOT to discuss open items. We will meet with MWRD, stormwater permitting authority, once to discuss concept drainage prior to submitting the permit application. The Phase I is proposing installing six Pace bus stops along the corridor. We will meet with Pace to early in the project to determine preferences on location and design. We will meet with Metra to discuss any changes to the station parking lot they may want to be aware of. The Northbrook Fire Department has a station on west side of Shermer Road and was involved during Phase I. We will plan to meet with them once.

Public:
Epstein will prepare exhibits, send meeting notices, conduct, and prepare meeting summary of one public open house after Preliminary plans have been reviewed by the Village. Epstein will conduct the meeting as in-person or online. The purpose of the meeting will be to keep the public informed of the latest updates and schedule on the project.

A summary of meetings described is shown below:

No. of Meetings	Topic
2	Glenbrook and Maple Schools – 2 Meetings with both schools at same time (one to discuss project and other to discuss MOT)
1	Utilities - ComEd
2	IDOT
1	MWRD Pre-permit
1	Pace
1	Metra
1	Northbrook Fire Department
1	Public Meeting
1	Aesthetic/Beautification meeting with the Village
12	**Total Anticipated Meetings**

Attachment: Exhibit B - Shermer Phase II Scope - Epstein (6534 : A Resolution Authorizing an Agreement for Shermer Road Corridor Phase II

EPSTEIN

Scope of Work

Task 6: Pre-Final Plan Preparation

Following the Preliminary submittal, Epstein will revise and provide updated plans, specifications, and estimate (PS&E) based on Village comments. Epstein will confirm the anticipated letting date based on discussions with the Village and coordination with IDOT BLRS letting schedules. Epstein will submit the Pre-Final submittal to the Village for review and comment.

Task 7: Bid Letting Process, Pre-Final and Final Plan Preparation

Epstein will incorporate comments from the Village on the Pre-Final submittal, and will prepare a Pre-Final PS&E package to IDOT to begin the Letting process. At this stage, it will be important to follow the milestones established in the IDOT BLRS Letting Schedule for a specified target letting date. There are approximately six weeks between Pre-Final and Final allowed. Once comments are received from IDOT, we will prepare the Final PS&E to IDOT.

Task 8: Permits and Approvals

Anticipated permits to be obtained include IDOT, NPDES, NCCSWCD, Village Tree Removal & Preservation Permit, and MWRD. Epstein will be responsible for exhibits, calculations and completion of the initial permit applications for the Village to submit to each agency. The contractor will be responsible for obtaining the final permits. In addition to permits required, approvals will be required from Pace, Metra, and the fire department. Epstein will prepare a log of anticipated permits, permit fees, duration of approval, contact individual and status to be shared with the Village.

Task 9: Village Requested Assistance

- Epstein will provide the Village assistance in pursuing grant applications & review of additional funding opportunities.
- Upon completion of Phase II a memorandum/letter of understanding will be prepared that discusses the traffic calming elements that were/were not included in the project (for appropriateness)
- Upon completion of Phase II a memorandum/letter of understanding will be prepared that discusses items recommended by the Village's sustainability commission that may or may not be incorporated into project including but not limited to incorporation of permeable pavements, warm-mix asphalt, and integrated artwork, seating, native landscaping, and other site beautification treatments.

Task 10: 3D Renderings

To garner support for the project Epstein will prepare 3D renderings and an animated "Fly-by" presenting the proposed improvements along the corridor. The visualization is to 'see'' the design to explain the proposed design. The particular message of the visualization being produced will be determined prior to beginning the rendering process. As an example, an overhead aerial view of a model would be more useful for explaining layout or planning issues, where an eye-level view would give a more experiential view of the project. The animation will be provided to the Village for their use.

Task 11: Project Management

Epstein's Project Manager will prepare monthly invoices which will include progress reports and backup documentation consistent with IDOT BLRS invoicing requirements. The Project Manager will track the fee remaining on the project versus the work remaining. This task includes the management of staff and deliverables to ensure the project team stays on schedule and budget. The Project Manager will ensure open and constant communication is occurring between the Village, sub-consultants and

Attachment: Exhibit B - Shermer Phase II Scope - Epstein (6534 : A Resolution Authorizing an Agreement for Shermer Road Corridor Phase II

EPSTEIN

Scope of Work

internal team members. Any work that is outside of the scope will be discussed with the Village prior to performing the work. Epstein's project manager will serve as the primary point of contact between the Village and Consultant Team, and will work with the Village to resolve issues that arise, and will engage subconsultants as needed.

This task includes the following meetings and field checks with the Village:
Kick-Off Meeting (1)
Village Milestone Review Meetings (2)
Pre-Final plan-in-hand walk through of the site (1)

Task 12: Quality Assurance / Quality Control (QA/QC)

A QA/QC Plan will be prepared by Epstein at the start of the project for acceptance by the design team. The plan will include involvement from QA/QC representatives at the beginning and throughout the design process to perform an independent quantity check, constructability review and, at the Pre-Final stage, a plan-in-hand review. The Preliminary, Pre-Final and Final Submittals will be reviewed by the QA/QC representative. Comments will be distributed to the disciplines where each will make changes and provide a response to the QA/QC representative. Throughout the design, the QA/QC representative is involved in design challenges, coordination issues and decision making in order to provide the best possible solution to our client and the users.

Task 13: Construction Phase Assistance

This task includes an allowance of 60 hours for time spent answering questions and reviewing shop drawings during construction that the on-site resident engineer cannot answer.

Attachment: Exhibit B - Shermer Phase II Scope - Epstein (6534 : A Resolution Authorizing an Agreement for Shermer Road Corridor Phase II

Illinois Department of Transportation

EXHIBIT D

COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

FIXED RAISE

Local Public Agency	County	Section Number
Northbrook	Cook	22-00183-00-BT

Prime Consultant (Firm) Name	Prepared By	Date
Epstein	Karlovitz	3/6/2023

Consultant / Subconsultant Name	Job Number

Note: This is name of the consultant the CECS is being completed for. This name appears at the top of each tab.

Remarks

PAYROLL ESCALATION TABLE

CONTRACT TERM	18	MONTHS	OVERHEAD RATE	137.84%
START DATE	5/1/2023		COMPLEXITY FACTOR	
RAISE DATE	1/1/2024		% OF RAISE	2.00%
END DATE	10/31/2024			

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	5/1/2023	1/1/2024	8	44.44%
1	1/2/2024	11/1/2024	10	56.67%

The total escalation = 1.11%

BLR 05514 (R

Attachment: Exhibit B - Shermer Phase II Scope - Epstein (6534 : A Resolution Authorizing an Agreement

Local Public Agency	County	Section Number
Northbrook	Cook	22-00183-00-BT

Consultant / Subconsultant Name	Job Number

PAYROLL RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET FIXED RAISE

MAXIMUM PAYROLL RATE	86.00
ESCALATION FACTOR	1.11%

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Project Principal	$86.03	$86.00
Senior Project Manager	$65.46	$66.19
Senior Technical Engineer	$56.76	$57.39
Project Manager	$61.95	$62.64
Senior Project Engineer	$54.95	$55.56
Project Engineer	$46.28	$46.79
Senior Design Engineer	$40.73	$41.18
Design Engineer	$33.63	$34.00
CADD Coordinator	$50.15	$50.71
Administrative Assistant	$31.52	$31.87

Attachment: Exhibit B - Shermer Phase II Scope - Epstein (6534 : A Resolution Authorizing an Agreement for Shermer Road Corridor Phase II

Local Public Agency	County	Section Number
Northbrook	Cook	22-00183-00-BT

Consultant / Subconsultant Name	Job Number

SUBCONSULTANTS

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

NAME	Direct Labor Total	Contribution to Prime Consultant
Christopher B. Burke Engineering, Ltd.	73,146.00	7,314.60
GSG	12,188.00	1,218.80

Total	85,334.00	8,533.40

NOTE: Only subconsultants who fill out a cost estimate that splits out direct labor may be listed on this sheet.

Attachment: Exhibit B - Shermer Phase II Scope - Epstein (6534 : A Resolution Authorizing an Agreement for Shermer Road Corridor Phase II

Local Public Agency	County	Section Number
Northbrook	Cook	22-00183-00-BT

Consultant / Subconsultant Name	Job Number

DIRECT COSTS WORKSHEET

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost (Up to state rate maximum)			$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			$0.00
Vehicle Owned or Leased	$32.50/half day (4 hours or less) or $65/full day	14	$65.00	$910.00
Vehicle Rental	Actual Cost (Up to $55/day)			$0.00
Tolls	Actual Cost			$0.00
Parking	Actual Cost			$0.00
Overtime	Premium portion (Submit supporting documentation)			$0.00
Shift Differential	Actual Cost (Based on firm's policy)			$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)	3	$30.00	$90.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)	3	$551.00	$1,653.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			$0.00
Project Specific Insurance	Actual Cost			$0.00
Monuments (Permanent)	Actual Cost			$0.00
Photo Processing	Actual Cost			$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			$0.00
CADD	Actual Cost (Max $15/hour)			$0.00
Web Site	Actual Cost (Submit supporting documentation)			$0.00
Advertisements	Actual Cost (Submit supporting documentation)			$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)	1	$150.00	$150.00
Recording Fees	Actual Cost			$0.00
Transcriptions (specific to project)	Actual Cost			$0.00
Courthouse Fees	Actual Cost			$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Utliity Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Testing of Soil Samples	Actual Cost			$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
				$0.00
				$0.00
				$0.00
				$0.00
			TOTAL DIRECT COSTS	

Attachment: Exhibit B - Shermer Phase II Scope - Epstein (6534 : A Resolution Authorizing an Agreement for Shermer Road Corridor Phase II

Local Public Agency: Northbrook

County: Cook

Section Number: 22-00183-00-BT

Consultant / Subconsultant Name:

Job Number:

COST ESTIMATE WORKSHEET

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

OVERHEAD RATE 137.84%

COMPLEXITY FACTOR 0

TASK	DIRECT COSTS (not included in row totals)	STAFF HOURS	PAYROLL	OVERHEAD & FRINGE BENEFITS	FIXED FEE	SERVICES BY OTHERS	TOTAL	% OF GRAND TOTAL
Field Data Collection	130	40	1,990	2,743	657	53,629	59,019	10.57%
Aesthetic Enhancement Concept Stud	130	55	3,140	4,328	1,036		8,504	1.52%
Phase I Addendum	0	8	501	691	165		1,357	0.24%
Preliminary Plan Preparation	551	998	44,622	61,507	14,725	129,837	250,691	44.89%
Stakeholder Coordination Meetings	195	74	3,702	5,102	1,222		10,026	1.80%
Pre-Final Plan Preparation	551	590	26,339	36,305	8,692		71,336	12.77%
Bid Letting Process and Final Plan Pre	551	120	5,345	7,368	1,764		14,477	2.59%
Permits and Approvals	220	20	1,324	1,825	437	8,787	12,373	2.22%
Village Requested Assistance	195	50	2,386	3,289	787		6,462	1.16%
3D Renderings	150	70	3,323	4,581	1,097		9,001	1.61%
Project Management/Admin.		80	5,295	7,299	1,747		14,341	2.57%
QA/QC		88	6,438	8,875	2,125		17,438	3.12%
Construction Phase Assistance	130	60	3,115	4,293	1,028		8,436	1.51%
PSI		16	771	1,063	255	31,419	33,508	6.00%
Geotechnical Investigation		4	230	316	76	28,872	29,494	5.28%
Pavement Design			-	-	-	6,346	6,346	1.14%
			-	-	-		-	
			-	-	-		-	
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			-	-	-		-	
Subconsultant DL							$2,904.20	0.52%
Direct Costs Total ===>	$2,803.00						**$2,803.00**	0.50%
TOTALS		2273	108,521	149,585	35,813	258,890	558,516	100.00%

258,106

The subconsultant fee has been adjusted due to 15% fixed f

Attachment: Exhibit B - Shermer Phase II Scope - Epstein (6534 : A Resolution Authorizing an Agreement

Local Public Agency
Northbrook

County
Cook

Section Number
22-00183-00-BT

Consultant / Subconsultant Name

Job Number

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 1 OF 3

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Field Data Collection			Aesthetic Enhancement Concept Study			Phase I Addendum			Preliminary Plan Preparation			Stakeholder Coordina Meetings		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	W A
Project Principal	86.00	76.0	3.34%	2.88										20	2.00%	1.72			
Senior Project Manager	66.19	315.0	13.86%	9.17	16	40.00%	26.47	35	63.64%	42.12							30	40.54%	2(
Senior Technical Engineer	57.39	8.0	0.35%	0.20															
Project Manager	62.64	234.0	10.29%	6.45							8	100.00%	62.64	158	15.83%	9.92			
Senior Project Engineer	55.56	0.0																	
Project Engineer	46.79	20.0	0.88%	0.41															
Senior Design Engineer	41.18	588.0	25.87%	10.65	16	40.00%	16.47	20	36.36%	14.98				260	26.05%	10.73	12	16.22%	6
Design Engineer	34.00	596.0	26.22%	8.92	8	20.00%	6.80							320	32.06%	10.90	24	32.43%	1
CADD Coordinator	50.71	356.0	15.66%	7.94										200	20.04%	10.16	8	10.81%	5
Administrative Assistant	31.87	80.0	3.52%	1.12										40	4.01%	1.28			
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TOTALS		2273.0	100%	$47.74	40.0	100.00%	$49.75	55.0	100%	$57.09	8.0	100%	$62.64	998.0	100%	$44.71	74.0	100%	$5

Attachment: Exhibit B - Shermer Phase II Scope - Epstein (6534 : A Resolution Authorizing an Agreement

Local Public Agency: Northbrook

County: Cook

Section Number: 22-00183-00-BT

Consultant / Subconsultant Name:

Job Number:

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 2 OF 3

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Pre-Final Plan Preparation			Bid Letting Process and Final Plan Preparation			Permits and Approvals			Village Requested Assistance			3D Renderings			Project Management/Adm		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	W
Project Principal	86.00	20	3.39%	2.92															
Senior Project Manager	66.19	80	13.56%	8.97	20	16.67%	11.03	20	100.00%	66.19				10	14.29%	9.46	80	100.00%	6
Senior Technical Engineer	57.39																		
Project Manager	62.64										10	20.00%	12.53						
Senior Project Engineer	55.56																		
Project Engineer	46.79										20	40.00%	18.72						
Senior Design Engineer	41.18	150	25.42%	10.47	40	33.33%	13.73				20	40.00%	16.47	40	57.14%	23.53			
Design Engineer	34.00	200	33.90%	11.53	40	33.33%	11.33												
CADD Coordinator	50.71	100	16.95%	8.59	20	16.67%	8.45							20	28.57%	14.49			
Administrative Assistant	31.87	40	6.78%	2.16															
TOTALS		590.0	100%	$44.64	120.0	100%	$44.54	20.0	100%	$66.19	50.0	100%	$47.72	70.0	100%	$47.48	80.0	100%	$6

Attachment: Exhibit B - Shermer Phase II Scope - Epstein (6534 : A Resolution Authorizing an Agreement

Local Public Agency
Northbrook

County
Cook

Section Number
22-00183-00-BT

Consultant / Subconsultant Name

Job Number

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 3 **OF** 3

PAYROLL CLASSIFICATION	AVG HOURLY RATES	QA/QC			Construction Phase Assistance			PSI			Geotechnical Investigation			Pavement Design					
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	W
Project Principal	86.00	36	40.91%	35.18															
Senior Project Manager	66.19	24	27.27%	18.05															
Senior Technical Engineer	57.39							4	25.00%	14.35	4	100.00%	57.39						
Project Manager	62.64	28	31.82%	19.93	30	50.00%	31.32												
Senior Project Engineer	55.56																		
Project Engineer	46.79																		
Senior Design Engineer	41.18				30	50.00%	20.59												
Design Engineer	34.00							4	25.00%	8.50									
CADD Coordinator	50.71							8	50.00%	25.35									
Administrative Assistant	31.87																		
TOTALS		88.0	100%	$73.16	60.0	100%	$51.91	16.0	100%	$48.20	4.0	100%	$57.39	0.0	0%	$0.00	0.0	0%	$

Attachment: Exhibit B - Shermer Phase II Scope - Epstein (6534 : A Resolution Authorizing an Agreement

Task 1A – Supplemental Topographic Survey

CBBEL will perform full Topographic Survey of Shermer Road Westerly Parkway, from Willow Road to Walters Avenue (centerline of Shermer Road to Westerly ROW including 50'± side street overlap, 8,700'LF ±), for use in Design Engineering Services. This will supplement the previous survey completed for the east half and include the survey of underground utilities. CBBEL will perform the following survey tasks:

The survey will be used as a base map for design purposes. Included are the following survey tasks:

Horizontal Control: CBBEL will recover and verify existing primary control utilizing state of the art GPS equipment based on NGS Control Monumentation.

Vertical Control: CBBEL will recover and verify existing benchmarks and confirm elevations on existing horizontal control points. This will be based on GPS observed NGS Control Monumentation (NAVD'88 vertical control datum).

Existing Right-of-Way: CBBEL will establish the approximate existing right-of-way of the roadways within the project limits based on monumentation found in the field, plats of highways, subdivision plats and any other available information.

Topographic Survey: CBBEL will field locate all pavements, driveways, curb and gutters, pavement markings, signs, manholes, utility vaults, drainage structures, utilities, driveway culverts, cross road culverts, etc. within the project limits. Establish all rim and invert elevations, utility sizes & type, depth subterranean structure, etc., at all points of access to below-grade utilities.

Cross Sections: CBBEL will survey cross sections along the project limits at 50' intervals, at driveways, and at all other grade controlling features. Survey will be obtained from centerline of Shermer Road to the existing westerly right-of-way line.

Tree Survey: CBBEL will locate all trees over 6" inches in diameter within the existing right-of-way for the project in order to assess potential tree impacts, if any, associated with the project. The located trees will be identified by species (deciduous or coniferous) and the size and condition determined as appropriate.

Utility Survey and Coordination: All existing storm and sanitary sewers will be surveyed to determine rim and invert elevations and pipe sizes. Above ground facilities of any additional underground utilities including water main, gas, electric, cable, etc. will also be located.

Base Mapping: CBBEL will compile all of the above information onto one base map at 1"=20' scale that is representative of existing conditions for use as the base sheet for the construction of any public or private infrastructure subsequent to the findings of engineering/drainage analysis.

***NOTE: Boundary/Land Acquisition Survey, Plats of Easement, and Right-of-Way/Plat of Highway Scope of Services are not included in this proposal.**

Task 1B – Julie Utility Coordination

CBBEL will continue previous coordination with JULIE to retrieve atlas information for all applicable underground utilities including water main, gas, electric, cable, etc. CBBEL will also collect Village atlases and include this info in base mapping. CBBEL will compile all Utility Atlas information into the base map. Locations of existing utilities /obstructions / systems shown on the base map are the compilation of available utility plans provided by utility owners and JULIE Utility Coordination. All utilities /obstructions / systems may not be shown. Contractor shall be responsible for locating and protecting all underground utilities /obstructions / systems whether or not shown on base map. JULIE Utility Coordination Atlas information is typically isolated to Public Right-of-Way (off-site) & limited areas adjacent to Public Right-of-Way. Identification & location of all private subsurface utilities within project area (on-site) is the responsibility of the client.

Task 1C – Drone Survey

CBBEL will provide a drone survey of the project area as required for the production of a project rendering.

Task 4 - Plans - Alignment, Ties and Benchmarks

CBBEL will develop an alignment, ties, and benchmarks sheet showing all existing horizontal and vertical control and alignment information from Epstein.

Task 4 – Plans – Drainage and Utilities

CBBEL will prepare Drainage and Utility Plan and Profile sheets based on the proposed Roadway Plans. It is anticipated that the drainage improvements will generally consist of the relocation of inlets and catch basins to accommodate the new proposed east curb line. It is anticipated that this will also include short runs of storm sewer laterals and miscellaneous parkway drainage. Additionally, CBBEL will assemble and submit the required MWRDGC permit submittal.

Task 4 – Plans – Traffic Signals

CBBEL will utilize existing signal plan information to be obtained from the Village. The proposed roadway improvement plans will be utilized CBBEL to develop the traffic signal modification plans for Shermer Road at Willow Road, Shermer Road at Sherman Drive and Shermer Road at Techny Road. This data will be supplemented by a field reconnaissance of the intersections to verify existing conditions.

Traffic Modification Plans: Upon completion of the data collection we will proceed with the development of the traffic signal modification plans for the project.

Base Sheet Preparation: CBBEL will prepare base sheets at a scale of 1" = 20' for the traffic signal modification plans using the data collected.

Traffic Signal Modification Plans: CBBEL will prepare the traffic signal modification plans using the base sheet information prepared. The traffic signal modification plans will be developed based on IDOT and Village standards current at the time said plans are prepared. The traffic signal modifications will include any necessary controller and cabinet modifications, the installation of pedestrian signal heads, Accessible Pedestrian Pushbuttons (APS), pedestrian crosswalks and accessible ramps, pavement markings, and modifications to the existing sidewalks. The traffic signal modification plans will include the following:

Attachment: Exhibit B - Shermer Phase II Scope - Epstein (6534 : A Resolution Authorizing an Agreement for Shermer Road Corridor Phase II

a. Preliminary, Pre-final and Final Traffic Signal Modification Plans.
b. Cable Plan.
c. Phase Designation Diagram
d. Summary of Quantities
e. Pavement Marking Details
f. Technical Specifications

Task 4 – Plans – Lighting

The street lighting improvements will be at the signalized intersections along Shermer Road at Sherman Drive, Techny Road, and Walters Avenue. The existing intersection combination lighting at Techny Road will be replaced and the street (transition) lighting will be converted to LED. New intersection and transition lighting is proposed at Sherman Drive and at Walters Avenue to serve the high school and train station pedestrian traffic at these intersections. The proposed street lighting at Walters Avenue will be decorative to match the decorative lighting north of this intersection. Temporary lighting will be provided at intersections where there is existing lighting to be removed. Also included is gateway sign lighting.

Photometric Analysis

CBBEL will meet with the appropriate personnel as required to determine the minimum lighting requirements, preferred lighting equipment and obtain existing lighting information. CBBEL will perform site visit to obtain information regarding the existing field conditions.

Based on the information collected, lighting photometric calculations will be performed for the proposed lighting. The calculations will determine the proposed lighting levels for the roadway and intersections. The photometric calculations will be performed using the last version of AGI32 photometric software.

We understand these photometric calculations to include the following:

- Photometric calculations for each individual roadway multi-lane cross section including sidewalk horizontal illuminance calculations.
- Photometric calculations for signalized intersections.

Based on the photometric calculations and existing/proposed field conditions, a proposed light pole layout will be determined, field verified, and incorporated into a preliminary set of lighting plans. A Preliminary lighting submittal report will be created including a project description, target lighting levels with justification, photometric calculations, and cut sheets of the proposed lighting equipment. The preliminary report will be submitted along with the preliminary plans for review.

Prefinal and Final Submittal

Upon approval from the reviewing agencies, proposed roadway lighting plans/detail sheets and specifications will be prepared. The plan sheets will include the locations of

the lighting units along with electric cables/raceways, controllers and hand holes. Detail drawings will include light pole and luminaire, concrete foundation, lighting controller(s) cabinet/ component schedule/ wiring diagram, pole handhole wiring diagram, one-line circuit diagram, handhole and conduit installation details. Detailed specifications will be prepared along with the appropriate Village standards. Voltage drop calculations and opinion of probable construction cost and summary of quantities will also be performed and submitted under this task. The detailed prefinal design will be submitted to the Village for review. CBBEL will also coordinate and meet with the electric utility to determine location for new electric service to the proposed lighting controller(s) under this task.

Task 4 – Plans – ADA Ramp Details

CBBEL will design and detail all of the ramps associated with the Traffic Signal upgrades. The designs will meet all of the requirements of ADA, IDOT, and the Village. CBBEL will also design and detail additional ramps to utilize these proposed manhours. It is anticipated the total number of ramps to be designed will be 16-20.

Attachment: Exhibit B - Shermer Phase II Scope - Epstein (6534 : A Resolution Authorizing an Agreement for Shermer Road Corridor Phase II

Illinois Department of Transportation

EXHIBIT D

COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

FIXED RAISE

Local Public Agency	County	Section Number
Northbrook	Cook	

Prime Consultant (Firm) Name	Prepared By	Date
Christopher B. Burke Engineering, Ltd.	Kerr	3/6/2023

Consultant / Subconsultant Name	Job Number
Christopher B. Burke Engineering, Ltd.	

Note: This is name of the consultant the CECS is being completed for. This name appears at the top of each tab.

Remarks

PAYROLL ESCALATION TABLE

CONTRACT TERM	18	MONTHS	OVERHEAD RATE	126.53%
START DATE	5/1/2023		COMPLEXITY FACTOR	
RAISE DATE	1/1/2024		% OF RAISE	2.00%
END DATE	10/31/2024			

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	5/1/2023	1/1/2024	8	44.44%
1	1/2/2024	11/1/2024	10	56.67%

The total escalation = 1.11%

BLR 05514 (R

Attachment: Exhibit B - Shermer Phase II Scope - Epstein (6534 : A Resolution Authorizing an Agreement

Local Public Agency	County	Section Number
Northbrook	Cook	

Consultant / Subconsultant Name	Job Number
Christopher B. Burke Engineering, Ltd.	

PAYROLL RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET FIXED RAISE

MAXIMUM PAYROLL RATE	**86.00**
ESCALATION FACTOR	**1.11%**

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Engineer VI	$84.21	$85.15
Engineer V	$71.16	$71.95
Engineer IV	$58.38	$59.03
Engineer III	$46.57	$47.09
Engineer I/II	$33.60	$33.97
Survey V	$81.89	$82.80
Survey IV	$74.00	$74.82
Survey III	$64.75	$65.47
Survey II	$53.00	$53.59
Survey I	$37.56	$37.98
Engineering Technician V	$70.17	$70.95
Engineering Technician IV	$61.81	$62.50
Engineering Technician III	$38.25	$38.68
Engineering Technician I/II	$23.33	$23.59
CAD Manager	$68.83	$69.59
CAD Technician II	$51.81	$52.39
GIS Speciailist III	$56.00	$56.62
Landscape Architect	$63.00	$63.70
Landscape Designer I/II	$36.50	$36.91
Environmental Resource Specialist V	$73.70	$74.52
Environmental Resource Specialist IV	$60.58	$61.25
Environmental Resource Specialist III	$51.25	$51.82
Environmental Resource Specialist I/II	$29.13	$29.45
Environmental Resource Technician	$44.00	$44.49
Engineering Itern	$18.67	$18.88

Attachment: Exhibit B - Shermer Phase II Scope - Epstein (6534 : A Resolution Authorizing an Agreement for Shermer Road Corridor Phase II

Local Public Agency	County	Section Number
Northbrook	Cook	

Consultant / Subconsultant Name	Job Number
Christopher B. Burke Engineering, Ltd.	

SUBCONSULTANTS

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

NAME	Direct Labor Total	Contribution to Prime Consultant

Local Public Agency
Northbrook

County
Cook

Section Number

Consultant / Subconsultant Name
Christopher B. Burke Engineering, Ltd.

Job Number

DIRECT COSTS WORKSHEET

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost (Up to state rate maximum)			$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			$0.00
Vehicle Owned or Leased	$32.50/half day (4 hours or less) or $65/full day	15	$65.00	$975.00
Vehicle Rental	Actual Cost (Up to $55/day)			$0.00
Tolls	Actual Cost			$0.00
Parking	Actual Cost			$0.00
Overtime	Premium portion (Submit supporting documentation)			$0.00
Shift Differential	Actual Cost (Based on firm's policy)			$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			$0.00
Project Specific Insurance	Actual Cost			$0.00
Monuments (Permanent)	Actual Cost			$0.00
Photo Processing	Actual Cost			$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			$0.00
CADD	Actual Cost (Max $15/hour)			$0.00
Web Site	Actual Cost (Submit supporting documentation)			$0.00
Advertisements	Actual Cost (Submit supporting documentation)			$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)	200	$3.00	$600.00
Recording Fees	Actual Cost			$0.00
Transcriptions (specific to project)	Actual Cost			$0.00
Courthouse Fees	Actual Cost			$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Utliity Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Testing of Soil Samples	Actual Cost			$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
				$0.00
				$0.00
				$0.00
				$0.00
			TOTAL DIRECT COSTS	

Attachment: Exhibit B - Shermer Phase II Scope - Epstein (6534 : A Resolution Authorizing an Agreement for Shermer Road Corridor Phase II

Local Public Agency: Northbrook

County: Cook

Section Number:

Consultant / Subconsultant Name: Christopher B. Burke Engineering, Ltd.

Job Number:

COST ESTIMATE WORKSHEET

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

OVERHEAD RATE 126.53%

COMPLEXITY FACTOR 0

TASK	DIRECT COSTS (not included in row totals)	STAFF HOURS	PAYROLL	OVERHEAD & FRINGE BENEFITS	FIXED FEE	SERVICES BY OTHERS	TOTAL	% OF GRAND TOTAL
Field Data Collection - Topo	1,575	296	15,218	19,255	5,022		39,495	20.54%
Field Data Collection - JULIE		24	1,130	1,430	373		2,933	1.53%
Plans - Alignment, Ties, and BMs		30	2,003	2,534	661		5,198	2.70%
Plans - Drainage and Utilities		200	8,079	10,222	2,666		20,967	10.91%
Plans - Traffic Signals		306	17,457	22,088	5,761		45,306	23.57%
Plans - Lighting		304	13,443	17,010	4,436		34,889	18.15%
Plans - ADA Ramps		224	9,046	11,446	2,985		23,477	12.21%
Permits - MWRDGC		70	3,386	4,284	1,117		8,787	4.57%
Corridor Rendering		56	3,709	4,693	1,224		9,626	5.01%
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Subconsultant DL							$0.00	
Direct Costs Total ===>	$1,575.00						**$1,575.00**	0.82%
TOTALS		1510	73,471	92,962	24,245	-	192,253	100.00%

166,433

Attachment: Exhibit B - Shermer Phase II Scope - Epstein (6534 : A Resolution Authorizing an Agreement

Local Public Agency
Northbrook

County
Cook

Section Number

Consultant / Subconsultant Name
Christopher B. Burke Engineering, Ltd.

Job Number

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 1 OF 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Field Data Collection - Topo			Field Data Collection - JULIE			Plans - Alignment, Ties, and BMs			Plans - Drainage and Utilities			Plans - Traffic Sign		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	W A
Engineer VI	85.15	24.0	1.59%	1.35													24	7.84%	6
Engineer V	71.95	88.0	5.83%	4.19	4	1.35%	0.97				2	6.67%	4.80	20	10.00%	7.20	32	10.46%	7
Engineer IV	59.03	138.0	9.14%	5.39	16	5.41%	3.19										50	16.34%	9
Engineer III	47.09	296.0	19.60%	9.23	12	4.05%	1.91	24	100.00%	47.09	4	13.33%	6.28	40	20.00%	9.42	60	19.61%	9
Engineer I/II	33.97	464.0	30.73%	10.44										140	70.00%	23.78			
Survey V	82.80	0.0																	
Survey IV	74.82	0.0																	
Survey III	65.47	0.0																	
Survey II	53.59	104.0	6.89%	3.69	104	35.14%	18.83												
Survey I	37.98	104.0	6.89%	2.62	104	35.14%	13.34												
Engineering Technician V	70.95	0.0																	
Engineering Technician IV	62.50	0.0																	
Engineering Technician III	38.68	0.0																	
Engineering Technician I/II	23.59	0.0																	
CAD Manager	69.59	120.0	7.95%	5.53	56	18.92%	13.17				24	80.00%	55.68						
CAD Technician II	52.39	140.0	9.27%	4.86													140	45.75%	2
GIS Speciailist III	56.62	0.0																	
Landscape Architect	63.70	32.0	2.12%	1.35															
Landscape Designer I/II	36.91	0.0																	
Environmental Resource S	74.52	0.0																	
Environmental Resource S	61.25	0.0																	
Environmental Resource S	51.82	0.0																	
Environmental Resource S	29.45	0.0																	
Environmental Resource T	44.49	0.0																	
Engineering Itern	18.88	0.0																	
		0.0																	
		0.0																	
TOTALS		1510.0	100%	$48.66	296.0	100.00%	$51.41	24.0	100%	$47.09	30.0	100%	$66.75	200.0	100%	$40.39	306.0	100%	$5

Attachment: Exhibit B - Shermer Phase II Scope - Epstein (6534 : A Resolution Authorizing an Agreement

Local Public Agency
Northbrook

County
Cook

Section Number

Consultant / Subconsultant Name
Christopher B. Burke Engineering, Ltd.

Job Number

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 2 **OF** 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Plans - Lighting			Plans - ADA Ramps			Permits - MWRDGC			Corridor Rendering								
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	W
Engineer VI	85.15																		
Engineer V	71.95				24	10.71%	7.71	6	8.57%	6.17									
Engineer IV	59.03	72	23.68%	13.98															
Engineer III	47.09	100	32.89%	15.49	40	17.86%	8.41	16	22.86%	10.76									
Engineer I/II	33.97	132	43.42%	14.75	160	71.43%	24.27	32	45.71%	15.53									
Survey V	82.80																		
Survey IV	74.82																		
Survey III	65.47																		
Survey II	53.59																		
Survey I	37.98																		
Engineering Technician V	70.95																		
Engineering Technician IV	62.50																		
Engineering Technician III	38.68																		
Engineering Technician I/II	23.59																		
CAD Manager	69.59							16	22.86%	15.91	24	42.86%	29.83						
CAD Technician II	52.39																		
GIS Speciailist III	56.62																		
Landscape Architect	63.70										32	57.14%	36.40						
Landscape Designer I/II	36.91																		
Environmental Resource Spe	74.52																		
Environmental Resource Spe	61.25																		
Environmental Resource Spe	51.82																		
Environmental Resource Spe	29.45																		
Environmental Resource Tec	44.49																		
Engineering Itern	18.88																		
TOTALS		304.0	100%	$44.22	224.0	100%	$40.38	70.0	100%	$48.37	56.0	100%	$66.23	0.0	0%	$0.00	0.0	0%	$

Attachment: Exhibit B - Shermer Phase II Scope - Epstein (6534 : A Resolution Authorizing an Agreement

GSG CONSULTANTS, INC.

735 Remington Road
Schaumburg, IL 60173
Tel: 630.994.260
www.gsg-consultants.cor

Attachment: Exhibit B - Shermer Phase II Scope - Epstein (6534 : A Resolution Authorizing an Agreement for Shermer Road Corridor Phase II

March 7, 2023

Mt. Greg Osborne, PE
Director of Civil Engineering
EPSTEIN
600 West Fulton Street
Chicago, Illinois 60661-1259

Proposal for Geotechnical and Environmental Services
Phase II Engineering Design for Shermer Roadway and Sidepath Improvements
Northbrook, IL

Dear Mr. Osborne:

GSG Consultants, Inc. (GSG) has prepared this proposal to provide geotechnical and environmental services for the above referenced project. The Shermer Road improvement project limit extends over approximately 1.50+/- miles between Walters Avenue and Willow Road.

GSG's services will include the following:

1. Complete a Preliminary Site Investigation.
2. Complete a geotechnical investigation and pavement coring.
3. Prepare pavement design for the project corridor.

SCOPE OF SERVICES

1. **Preliminary Site Investigation (PSI)-** The purpose of the PSI investigation is to determine soil have been impacted by special waste or regulated substances associated with Recognized Environmental Concerns (RECs)/Potentially impacted Properties (PIPs) identified in the PESA report. The PSI process includes the following steps:

   A. Develop a sampling plan based on the results of the PESA and proposed improvement prepared by Epstein.

   B. Conduct field sampling based on the sampling plan. Soil samples will be analyzed for constituents of concern based on the nature of the RECs/PIPs identified in the PESA report. We will advance a total of 20 soil borings using a geoprobe to a maximum depth of 5-10 feet each.

   C. Evaluate soil samples collected from each boring for the presence of stains and/or odors. GSG will use a Photo-Ionization Detector (PID) to screen the entire length of the soil samples collected immediately after retrieval and will record the PID readings on the boring log form. We will also document the soil samples' color, texture, consistency, and odor on the boring logs.

D. Collect one soil sample from each boring location,

E. Analyze select soil samples for pH and the Target Compound List (TCL).

F. Evaluate soils laboratory analytical data and determine location of materials exceeding Illinois Environmental Protection Agency (IEPA) Tiered Approach to Corrective Action Objectives (TACO) Tier 1 Soil Remediation Objectives for Residential Properties (35 Ill. Admin. Code 742), and/or the most stringent maximum allowable concentration (MAC) for chemical constituents in uncontaminated soil established pursuant to Subpart F of 35 Ill. Admin. Code 1100.605.

G. Provide recommendations regarding soil handling and management and disposal options and identify locations of impacted soils where Construction Worker Precautions will be required during construction activities of the proposed improvement. Based on the analytical data we will prepare the IEPA Form LPC-663 for CCDD soils.

Deliverable - We will prepare a **Preliminary Site Investigation (PSI)** report documenting the field sampling activities and presenting the analytical results in table format and preparing exhibits showing the location and depth of Clean Construction and Demolition Debris (CCDD), non-CCDD, and non-special waste soil present within the project limit. We will also prepare a copy of the IEPA LPC-663 Form for CCDD certification.

2. Geotechnical Investigation - The purpose of the subsurface exploration activities is to collect site-specific data to evaluate sub-grade conditions to provide soil parameters for pavement design, predict soil-related construction problems, and provide recommendations regarding possible solutions and/or treatments due to the presence of any unsuitable soil conditions. The geotechnical investigation will include the following:

A. Review existing proposed improvements and review available historic information regarding the project.

B. Conduct a visual reconnaissance of each location to evaluate access for drilling equipment and locate proposed soil borings. During our reconnaissance, we will also document existing site conditions. This information will be later used as supporting data for our geotechnical reports.

C. Stake-out the soil borings using advanced handheld GPS to layout the soil borings.

D. Contact JULIE 48-hours prior to the start of field activities and obtain clearance for underground utilities. As part of the overall underground utility clearance effort, we will also contact the appropriate jurisdictional agency or private underground utility information. We will request a joint utility meeting at locations where necessary to obtain clearance for the planned borings.

E. Advance a total of 16 borings to a depth of 10 feet each at 500 feet intervals for the roadway and 4 soil borings to a depth of 25 feet for the traffic signal relocation. We will also collect pavement

Attachment: Exhibit B - Shermer Phase II Scope - Epstein (6534 : A Resolution Authorizing an Agreement for Shermer Road Corridor Phase II

cores from each boring location. We will implement required traffic control measures prior to starting field sampling activities at each location. We will use cones, signs, and other procedures for traffic control. Borings will be performed in accordance with the most recent edition of the ASTM standards including D1586, D1587, and D2113.

F. GSG's field representative will log the borings in the field including soil description by color, texture, and consistency in accordance with the AASTHO and IDOT classification system, and measure the depth to groundwater, depth of topsoil, and/or fill materials present. We will also perform field Rimac tests on cohesive soil samples in accordance with IDOT requirements.

G. Perform laboratory testing program on selected soil samples. The type of the laboratory testing program is dependent upon the type of soil encountered but will generally include visual engineering classification, natural moisture content, particle size (sieve & hydrometer), organic contents, and Atterberg limits testing.

Deliverable - We will prepare a **Roadway Geotechnical Report** in accordance with IDOT's requirements and guidelines.

3. Pavement Design – GSG will prepare pavement design for the proposed improvement based on the proposed project improvement following IDOT procedures and requirements.

Deliverable - We will prepare a technical memo providing information regarding the proposed pavement design.

BUDGET

Attached is GSG's estimated budget to complete the work outlined in this proposal. We look forward to working with you on this project. Should you have any questions regarding our proposal, please call us at (312) 733-6226.

Sincerely,
GSG CONSULTANTS, INC

Ala Sassila, Ph.D., P.E.
Principal

Attachment: Exhibit B - Shermer Phase II Scope - Epstein (6534 : A Resolution Authorizing an Agreement for Shermer Road Corridor Phase II

Illinois Department of Transportation

EXHIBIT D

COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

FIXED RAISE

Local Public Agency	County	Section Number
Village of Northbrook	Cook	

Prime Consultant (Firm) Name	Prepared By	Date
Epstien	AES	3/7/2023

Consultant / Subconsultant Name	Job Number
GSG Consultants, Inc.	

Note: This is name of the consultant the CECS is being completed for. This name appears at the top of each tab.

Remarks

Work Order #8 - Touhy & Franklin PESA
(Under Contract No. 2138-10282A)

PAYROLL ESCALATION TABLE

CONTRACT TERM	6	MONTHS	OVERHEAD RATE	125.59%
START DATE	3/20/2023		COMPLEXITY FACTOR	
RAISE DATE	1/1/2024		% OF RAISE	2.00%
END DATE	9/19/2023			

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	3/20/2023	9/19/2023	6	100.00%

The total escalation = 0.00%

Attachment: Exhibit B - Shermer Phase II Scope - Epstein (6534 : A Resolution Authorizing an Agreement for Shermer Road

Local Public Agency	County	Section Number
Village of Northbrook	Cook	

Consultant / Subconsultant Name	Job Number
GSG Consultants, Inc.	

PAYROLL RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET FIXED RAISE

MAXIMUM PAYROLL RATE	**78.00**
ESCALATION FACTOR	**0.00%**

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Principal	$146.50	$78.00
Senior Project Manager	$84.89	$78.00
Project Manager	$67.81	$67.81
Senior Engineer II	$66.50	$66.50
Senior Engineer I	$51.30	$51.30
Project Engineer II	$48.00	$48.00
Project Engineer I	$40.17	$40.17
Staff Engineer II	$40.50	$40.50
Staff Engineer I	$32.50	$32.50
Senior Inspector	$51.11	$51.11
Inspector II	$42.88	$42.88
Inspector I	$38.51	$38.51
Technician	$29.00	$29.00
Senior Environmental Scientist	$52.00	$52.00
Environmental Scientist II	$44.25	$44.25
Environmental Scientist I	$29.58	$29.58
CAD Designer	$35.50	$35.50
Project Administrator	$30.88	$30.88
Project Controls	$45.00	$45.00
Document Controls	$33.02	$33.02
Administrative	$25.59	$25.59

Attachment: Exhibit B - Shermer Phase II Scope - Epstein (6534 : A Resolution Authorizing an Agreement for Shermer Road Corridor Phase II Engineering)

Local Public Agency	County	Section Number
Village of Northbrook	Cook	

Consultant / Subconsultant Name	Job Number
GSG Consultants, Inc.	

SUBCONSULTANTS

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

NAME	Direct Labor Total	Contribution to Prime Consultant

Local Public Agency
Village of Northbrook

County
Cook

Section Number

Consultant / Subconsultant Name
GSG Consultants, Inc.

Job Number

DIRECT COSTS WORKSHEET

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost (Up to state rate maximum)			$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			$0.00
Vehicle Owned or Leased	$32.50/half day (4 hours or less) or $65/full day	6	$65.00	$390.00
Vehicle Rental	Actual Cost (Up to $55/day)			$0.00
Tolls	Actual Cost			$0.00
Parking	Actual Cost			$0.00
Overtime	Premium portion (Submit supporting documentation)			$0.00
Shift Differential	Actual Cost (Based on firm's policy)			$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			$0.00
Project Specific Insurance	Actual Cost			$0.00
Monuments (Permanent)	Actual Cost			$0.00
Photo Processing	Actual Cost			$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			$0.00
CADD	Actual Cost (Max $15/hour)			$0.00
Web Site	Actual Cost (Submit supporting documentation)			$0.00
Advertisements	Actual Cost (Submit supporting documentation)			$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			$0.00
Recording Fees	Actual Cost			$0.00
Transcriptions (specific to project)	Actual Cost			$0.00
Courthouse Fees	Actual Cost			$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)	3	$1,300.00	$3,900.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Utliity Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Testing of Soil Samples	Actual Cost	20	$600.00	$12,000.00
Lab Services	Actual Cost (Provide breakdown of each cost)	1	$1,705.00	$1,705.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
EDR Database	Actual Cost			$0.00
Environmental Drilling	Actual Cost	1	$4,300.00	$4,300.00
Geotechnical Drilling	Actual Cost	2	$4,300.00	$8,600.00
Pavement Coring & Resotration	Actual Cost	13	$325.00	$4,225.00
			TOTAL DIRECT COSTS:	**$35,120.00**

Attachment: Exhibit B - Shermer Phase II Scope - Epstein (6534 : A Resolution Authorizing an Agreement for Shermer Road Corridor Phase II Engineering)

Local Public Agency
Village of Northbrook

County
Cook

Section Number

Consultant / Subconsultant Name
GSG Consultants, Inc.

Job Number

COST ESTIMATE WORKSHEET

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

OVERHEAD RATE 125.59%

COMPLEXITY FACTOR 0

TASK	DIRECT COSTS (not included in row totals)	STAFF HOURS	PAYROLL	OVERHEAD & FRINGE BENEFITS	FIXED FEE	SERVICES BY OTHERS	TOTAL	% OF GRAND TOTAL
PSI	17,895	144	5,230	6,568	1,726		13,524	20.30%
Geotechnical Investigation	17,225	100	4,504	5,657	1,486		11,647	17.48%
Pavement Dedign		44	2,454	3,082	810		6,346	9.52%
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Subconsultant DL							$0.00	
Direct Costs Total ===>	$35,120.00						**$35,120.00**	52.70%
TOTALS		288	12,188	15,307	4,022	-	66,637	47.30%

27,495

Attachment: Exhibit B - Shermer Phase II Scope - Epstein (6534 : A Resolution Authorizing an Agreement for Shermer

Local Public Agency
Village of Northbrook

County
Cook

Section Number

Consultant / Subconsultant Name
GSG Consultants, Inc.

Job Number

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 1 OF 1

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			PSI			Geotechnical Investigation			Pavement Dedign								
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	W
Principal	78.00	12.0	4.17%	3.25	4	2.78%	2.17	4	4.00%	3.12	4	9.09%	7.09						
Senior Project Manager	78.00	0.0																	
Project Manager	67.81	0.0																	
Senior Engineer II	66.50	20.0	6.94%	4.62				8	8.00%	5.32	12	27.27%	18.14						
Senior Engineer I	51.30	0.0																	
Project Engineer II	48.00	44.0	15.28%	7.33				16	16.00%	7.68	28	63.64%	30.55						
Project Engineer I	40.17	0.0																	
Staff Engineer II	40.50	60.0	20.83%	8.44				60	60.00%	24.30									
Staff Engineer I	32.50	0.0																	
Senior Inspector	51.11	0.0																	
Inspector II	42.88	0.0																	
Inspector I	38.51	28.0	9.72%	3.74	16	11.11%	4.28	12	12.00%	4.62									
Technician	29.00	0.0																	
Senior Environmental Scientist	52.00	12.0	4.17%	2.17	12	8.33%	4.33												
Environmental Scientist II	44.25	20.0	6.94%	3.07	20	13.89%	6.15												
Environmental Scientist I	29.58	80.0	27.78%	8.22	80	55.56%	16.43												
CAD Designer	35.50	12.0	4.17%	1.48	12	8.33%	2.96												
Project Administrator	30.88	0.0																	
Project Controls	45.00	0.0																	
Document Controls	33.02	0.0																	
Administrative	25.59	0.0																	
		0.0																	
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		0.0																	
		0.0																	
		0.0																	
		0.0																	
TOTALS		288.0	100%	$42.32	144.0	100.00%	$36.32	100.0	100%	$45.04	44.0	100%	$55.77	0.0	0%	$0.00	0.0	0%	$

Attachment: Exhibit B - Shermer Phase II Scope - Epstein (6534 : A Resolution Authorizing an Agreement for

GSG CONSULTANTS, INC.
735 Remington Road, Schaumburg, IL 60173
Tel: 630.994.2600, www.gsg-consultants.com

IN-House Lab Services Schedule

Description	UOM	Unit Price	Quantity	Extended Cost
Moisture Content - AASHTO T 265	EACH	$15.00	52	$780.00
Atterberg Limits - AASHTO T 89 and T 92	EACH	$120.00	5	$600.00
Organic Matter Content - AASHTO T 194	EACH	$65.00	5	$325.00

$1705.00

Attachment: Exhibit B - Shermer Phase II Scope - Epstein (6534 : A Resolution Authorizing an Agreement for Shermer Road Corridor Phase II Engineering)

GSG CONSULTANTS, INC.
735 Remington Road, Schaumburg, IL 60173
Tel: 630.994.2600, www.gsg-consultants.com

Drilling Unit Price Schedule				
Description	Unit	Unit Price	Quantity	Total
Mobilization/Demobilization (Truck Mounted Rig)	Day	$700.00	2.00	$1,400.00
Drilling Daily Rate	Day	$3,600.00	2.00	$7,200.00
Mobilization/Demobilization Geoprobe	Day	$500.00	1.00	$500.00
Drilling Daily Rate - Geopropbe Environmental Sampling	Day	$3,200.00	1.00	$3,200.00
Backfill Bentonite (LF)	LF	$6.00	100.00	$600.00
Pavement coring & Resotartion	Day	$325.00	13.00	$4,225.00
Traffic Control and Protection	Day	$1,300.00	3.00	$3,900.00

$21,025.00

Attachment: Exhibit B - Shermer Road Corridor Phase II Engineering) Phase II Scope - Epstein (6534 : A Resolution Authorizing an Agreement for Shermer Road

MEMORANDUM
VILLAGE OF NORTHBROOK
PUBLIC WORKS

TO: CARA PAVLICEK, VILLAGE MANAGER

FROM: KELLY HAMILL, DIRECTOR OF PUBLIC WORKS

DATE: May 23, 2023

SUBJECT: A RESOLUTION AUTHORIZING THE RENEWAL OF AN AGREEMENT FOR PAVEMENT MARKING SERVICES

As part of its ongoing responsibilities, the Public Works Department maintains roadway pavement markings such as centerlines, stop bars, and various letters and symbols (e.g. turn arrows and bicycle chevrons) throughout the community. Over time, normal wear and tear will cause painted pavement markings to fade and the Department utilizes contractual assistance to maintain them.

In April 2019, staff developed and issued a request for proposals for contractual assistance to maintain various types of painted pavement markings on an as-needed basis. The Village awarded the work to Preform Traffic Control Systems, Ltd. of Elk Grove Village, Illinois (the "Contractor"). The contract included provisions for up to four one-year renewals if agreeable to both parties with an annual cost increase not to exceed the Consumer Price Index (CPI) average for the previous 12 months. The Contractor has expressed interest in renewing the contract for Fiscal Year 2023/24. Village staff has been satisfied with the Contractor's performance and both parties wish to renew the agreement with an allowable 5% increase. This would be the fourth and final renewal of this agreement.

In 2021, Village staff introduced a refined pavement marking program which started with the identification of seven areas where pavement markings will occur throughout the program. Staff took physical inventory of all pavement markings (which includes stencils, lines, skip dashes, stop bars, bicycle sharrows, etc.) and the type of product applied for each marking (which includes paint, tape, and thermoplastic). This data was imported and utilized to generate an interactive map and dashboard in the Geographic Information System (GIS). As built, the GIS program allows the Street Division to budget and efficiently program the annual pavement marking program. Current costs are imported into the GIS dashboard which allows staff to effectively budget annual maintenance for the following fiscal year. Additionally, productivity has increased as the GIS dashboard creates maps which are distributed to contractors and staff which reduces downtime and increases efficiency in the inspection of completed work.

The Fiscal Year 2023/24 Budget provides funds in Account Nos. 11-4100-531-92 and 11-4100-531-93 in the amount of $59,300 for painting and maintenance of pavement, bicycle and pedestrian markings. Funding for pavement markings will be taken from these accounts as needed to complete this work.

Account Name	Account #	Budget	Available	Requested	Remaining	Within Budget
Traffic Controls/Pavement Markings	11-4100-531-92	$49,300	$49,300	$49,300	$0	Yes
Bike & Pedestrian Improvements	11-4100-531-93	$21,000	$21,000	$10,000	$11,000	Yes

Staff recommends Village Board approval of a Resolution authorizing a renewal of an agreement for pavement marking services with Preform Traffic Control Systems, Ltd. of Elk Grove Village, Illinois in the amount of $59,300. Staff will be present at the Board of Trustees meeting to address any questions that may arise.

Resolution (ID # 6645)

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 Renewal of an Agreement for Pavement Marking Services with Preform Traffic Control Systems, Ltd. of Elk Grove Village, Illinois

is hereby adopted, as follows:

Section 1. Recitals.

The Village's Fiscal Year 2023/24 Budget provides funds for pavement marking services ("***Services***"). Contractual pavement marking services are utilized on an as-needed basis to replace faded pavement markings.

In April 2019, staff prepared a Request for Proposals (RFP) for the Services. Ultimately, the Village awarded a contract for the Services ("***Agreement***") to Preform Traffic Control Systems, Ltd. of Elk Grove Village, Illinois ("***Contractor***"). The Agreement included provisions for up to four one-year renewals with cost increases not exceeding the Consumer Price Index (CPI) average for the previous 12 months. The Contractor and Village wish to renew the Agreement for Fiscal Year 2023/24 with an allowable 5% increase.

The Fiscal Year 2023/24 Budget provides funds in Account Nos. 11-4100-531-92 and 11-4100-531-93 in the amount of $59,300 for pavement markings and bicycle and pedestrian markings. Funding will be taken from these accounts as needed to complete this work. Based on these factors, staff recommends that the Board of Trustees authorize renewal of the Agreement in accordance with the unit prices attached to this resolution as ***Exhibit A*** ("***Renewal***").

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

Section 2. Approval of Renewal.

The Renewal with the Contractor to provide the Services during Fiscal Year 2023/24 at the unit costs outlined in ***Exhibit A*** is hereby approved.

Section 3. Authorization.

The Village Manager is hereby authorized and directed to execute such documents and make such payments as are necessary to complete the procurement of the Services from the Contractor in accordance with the terms of the Renewal for Fiscal Year 2023/2024.

Scheduled: 5/23/2023

ATTEST:

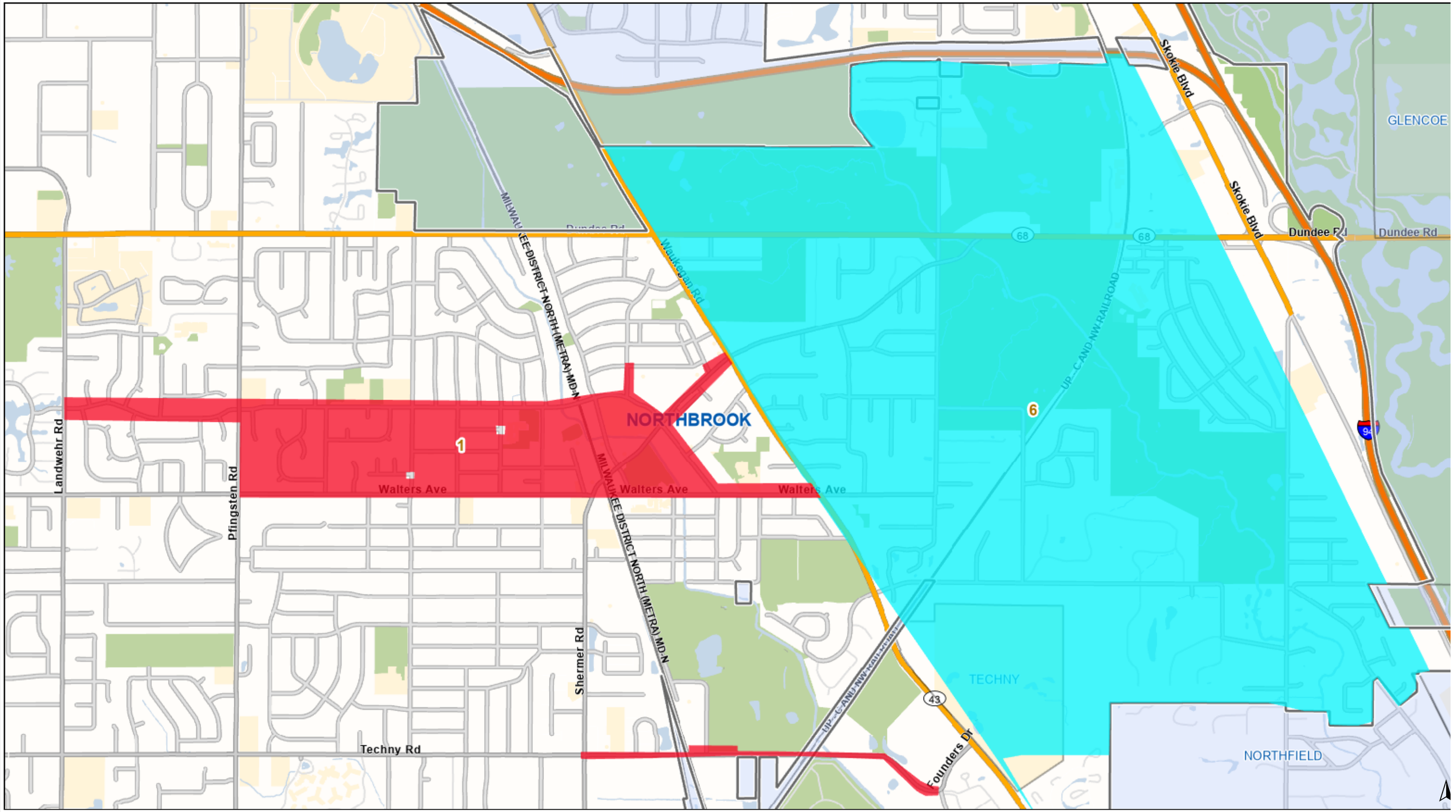
Village President

Village Clerk

Exhibit A Fiscal Year 2023/2024 Summary of Costs for Pavement Marking		
Item	**Unit**	**Price**
4" White Striping - Edge Line	Linear Foot	$0.11
4" White Striping - Handwork	Linear Foot	$0.31
4" Yellow Striping - Centerline	Linear Foot	$0.11
4" Black Striping	Linear Foot	$0.07
6" White striping	Linear Foot	$0.42
6" Yellow Striping	Linear Foot	$0.42
6" Black Striping	Linear Foot	$0.11
12" White Striping	Linear Foot	$1.31
12" Yellow Striping	Linear Foot	$1.31
24" White Striping	Linear Foot	$1.94
Letters and Symbols	Square Foot	$1.94

Attachment: Exhibit A - Pavement Marking Materials Unit Pricing (6645 : A Resolution Authorizing the Renewal of an Agreement for Pavement

GISConsortium | 2023/2024 Pavement Marking



0 1 2 mi

Print Date: 4/18/2023

Notes

Disclaimer: The GIS Consortium and MGP Inc. are not liable for any use, misuse, modification or disclosure of any map provided under applicable law. This map is for general information purposes only. Although the information is believed to be generally accurate, errors may exist and the user should independently confirm for accuracy. The map does not constitute a regulatory determination and is not a base for engineering design. A Registered Land Surveyor should be consulted to determine precise location boundaries on the ground.

Attachment: Exhibit B - 2023 - 2024 Pavement Marking Map (6645 : A Resolution Authorizing the Renewal of an Agreement for Pavement

MEMORANDUM
VILLAGE OF NORTHBROOK
PUBLIC WORKS

TO: CARA PAVLICEK, VILLAGE MANAGER

FROM: KELLY HAMILL, PUBLIC WORKS DIRECTOR

DATE: May 23, 2023

SUBJECT: A RESOLUTION AUTHORIZING RENEWAL OF AGREEMENT FOR CEMETERY BURIALS AND RELATED SERVICES

The Village owns and maintains three municipal cemeteries: the North Northfield Cemetery, Northfield Union Cemetery and St. Peter Cemetery. The Public Works Department oversees the management of these cemeteries including all landscape maintenance, burials, headstone foundations, plot sales and other related work. Most of this work is performed contractually.

In March 2019, staff developed a Request for Proposals (RFP) with detailed specifications for cemetery burials and related services. Three proposals were received by companies that specialize in this type of work. After review, staff determined that Property Werks of Northern Illinois, Inc. D/B/A Professional Cemetery Services of Dundee, Illinois (the "Contractor") submitted the lowest, most responsive proposal. The Contractor was subsequently awarded the contract, which included provisions for up to five one-year renewals if agreeable to both parties with an annual cost increase not to exceed the Consumer Price Index (CPI) average for the previous 12 months. The Contractor performed well during the initial term and subsequent renewals of this agreement, and both staff and the Contractor wish to renew the agreement again with an average increase of 5%. This would be the fourth renewal of this agreement.

The Fiscal Year 2023/24 Budget provides funding in Cemetery Fund Account Number 20-1000-524-00 for this work. Funds will be drawn from this account as needed for burials, headstone foundations and other internment-related tasks according the unit pricing attached as Exhibit A. It is important to note that the Village is reimbursed for all costs associated with burials, headstone foundations and other related services by the owners of the cemetery plots.

Staff recommends Village Board approval of a Resolution authorizing renewal of the agreement for cemetery burials and related services to the Property Werks of Northern Illinois, Inc. D/B/A Professional Cemetery Services of Dundee, Illinois at the unit costs outlined in Exhibit A. Staff will be present at the Village Board of Trustees meeting to answer any questions that may arise.

Resolution (ID # 6653)

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 Renewal of an Agreement for Cemetery Burials and Related Service with Property Werks of Northern Illinois, Inc. D/B/A Professional Cemetery Services of Dundee, Illinois

is hereby adopted, as follows:

Section 1. Recitals.

The Village owns and maintains three municipal cemeteries: the North Northfield Cemetery, the Northfield Union Cemetery and St. Peter Cemetery. The Village's Public Works Department is responsible for managing all burials, landscape maintenance, headstone foundations, plot sales and other related work to keep the cemeteries operational and well maintained.

In March 2019, staff developed a Request for Proposals with detailed specifications for burials and related services ("***Burial Services***"). Ultimately, the Village awarded a contract to Property Werks of Northern Illinois, Inc. d/b/a Professional Cemetery Services of Dundee, Illinois ("***Contractor***") for the Burials Services at the Village's cemeteries ("***Contract***"). The Village is reimbursed for all costs associated with burials, headstone foundations and other related services by the owners or the estates of the cemetery plots. The Contract contains provisions for up to five one-year renewals with cost increases not exceeding the Consumer Price Index (CPI) average for the previous 12 months. The Contractor performed the Burial Services required by the Contract to the satisfaction of the Village during the initial term and subsequent renewals. The Village and the Contractor now wish to renew the contract for Fiscal Year 2023/24 with an average increase of 5% ("***Renewal***"). This is the fourth contract renewal.

The Fiscal Year 2023/24 Budget provides sufficient funds in the Cemetery Fund Account No. 20-1000-524-00 for Burial Services at the three municipal cemeteries. Based on these factors, staff recommends approving the Renewal in accordance with the unit prices set forth in ***Exhibit A***.

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

Section 2. Approval of Renewal.

The Renewal with the Contractor to provide the Burial Services during Fiscal Year 2023/24 at the unit costs outlined in ***Exhibit A*** is hereby approved.

Section 2. Authorization.

The Village Manager is hereby authorized and directed to execute such documents and make such payments as are necessary to complete the procurement of the Burial Services in accordance with the terms of the Renewal for Fiscal Year 2023/2024.

Scheduled: 5/23/2023

ATTEST:

Village President

Village Clerk

Exhibit A FY 2023/2024 Unit Prices for Burials and Related Services		
Item	Unit	Unit Price
Burials: Full Body	Each	$ 977.00
Burials: Cremains	Each	$ 488.00
Headstone Foundation: No Collar	Each	$ -
Headstone Foundation: Finished Collar	Each	$ -
Headstone Foundation Removal	Cubic Foot	$ 113.00
Setting of bronze plaque: Same day (St. Peter's Only)	Each	$ 258.00
Setting of bronze plaque: Later date (St. Peter's Only)	Each	$ 258.00
Cost increase for after hour, Sunday & Holiday burials	Each	100%
Increase for winter burials with frost in excess of 6 inches	Each	$ -
Hourly Labor Rate	Each	$ 63.35
Mark up on Mateirals	Each	$ -

Attachment: Exhibit A - Cemetery Burials and Related Services (6653 : A Resolution Authorizing Renewal

MEMORANDUM
VILLAGE OF NORTHBROOK
PUBLIC WORKS

TO: CARA PAVLICEK, VILLAGE MANAGER

FROM: KELLY HAMILL, DIRECTOR OF PUBLIC WORKS

DATE: May 23, 2023

SUBJECT: A RESOLUTION AUTHORIZING AN AGREEMENT FOR ENGINEERING DESIGN FOR WATERMAIN & ROADWAY RECONSTRUCTION

Where possible, Village staff works to comprehensively program capital infrastructure improvements such as water main replacements and road rehabilitation within geographic areas to leverage economies of scale, avoid duplication of work, and minimize disruption to residents. When looking at the Capital Improvement Plan (CIP) work scheduled for FY 2024/25 staff has identified over $8 million of water main replacement and roadway work which can be jointly designed.

The Water Fund 10-year plan includes a water main replacement program which focuses on the replacement of the 6-inch diameter cast iron mains. This type of water main has the worst performance history (i.e. water main breaks). The water mains on Eastwood Lane, Larrabee Lane, Ridge Road, Wendy Drive, and Daryl Lane in the Northbrook Glen and Ridgecroft Subdivisions are 6-inch cast iron mains that typify this break history. This work is timed with the planned resurfacing of these roadways in FY 2024/25.

In conjunction with the water main replacement in the Glen and Ridgecroft Subdivisions, the water main in the Huntington Subdivision is scheduled for replacement. The water main in the Huntington Subdivision is programmed in the CIP to occur in conjunction with roadway reconstruction in FY 2024/25. The Huntington Subdivision was most recently resurfaced in 2003 and the roadways in the subdivision are currently rated as poor and need to be fully reconstructed.

To design the Glen and Ridgecroft Subdivisions water main work as well as the Huntington Subdivision road reconstruction and water main replacement, staff is recommending the use of contractual engineering assistance. In the past for Village designed projects, the cycle for the design, bidding, and construction of projects by staff was on a 12-month rotation with survey work in August/September, design work in September/October/November, bidding in December/January, and award in February/March. This work is typically completed by a Project Manager within the Engineering Division but this position is currently vacant and will not be filled and trained in time to meet the project schedules. The use of contractual assistance in this case will allow the completion of projects as scheduled within the CIP.

Staff prepared a Request for Proposal package that included surveying, preliminary and final engineering design. Eight responsive proposals were received on March 7, 2023.

After reviewing the proposals and conducting interviews with three consulting engineering firms, staff determined that Gewalt Hamilton Associates, Inc. (GHA) of Vernon Hills, Illinois submitted the most responsive and responsible proposal. GHA provided a history of relevant projects, experienced staff, and detailed project approach. Staff also found GHA proposed an appropriate number of hours to complete

the work successfully and has one of the lowest contract costs. The GHA team further demonstrated their experience during the interview by identifying key project challenges. In addition, GHA demonstrated their high level of service when they recently completed the design for the South Lane Water Main Improvements. GHA clearly demonstrated in the interview process that they are dedicated to providing the Village a high level of service with an appropriate number of hours at a reasonable rate.

Staff recommends approval of a Resolution authorizing an agreement with Gewalt Hamilton Associates, Inc. of Vernon Hills, Illinois for Engineering Design for the FY 24/25 Water Main and Roadway Improvement Projects, in the amount of $386,512. The Fiscal Year 2023/24 Budget provides sufficient funds in the Water Fund Account No. 21-4180-727-00 for this work.

Account Name	Account #	Budget	Available	Requested	Remaining	Within Budget
Water Main Extension	21-4180-727-00	$5,793,675	$2,385,597	$386,512	$1,999,085	Yes

Staff recommends Village Board approval of a Resolution authorizing an agreement with Gewalt Hamilton Associates, Inc. of Vernon Hills, Illinois for design engineering services in the amount of $386,512. Staff will be in attendance at the Village Board meeting to answer any questions that may arise.

Resolution (ID # 6671)

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 Engineering Services for Water Main Replacement & Roadway Reconstruction in the Northbrook Huntington Subdivision with Gewalt Hamilton Associates, Inc. of Vernon Hills, Illinois

is hereby adopted, as follows:

Section 1. Recitals.

A Request for Proposal ("***RFP***") was prepared for the engineering design of Water Main Replacement and Roadway Reconstruction in the Huntington Subdivision and Glen and Ridgecroft Subdivisions ("***Project***").

The Village received proposals from eight firms for contractual engineering design services for the Project ("***Services***"). After reviewing the responding firms' qualifications, Public Works staff conducted follow up interviews of a short list of firms. Based on these interviews and a review of the firms' references, Public Works staff determined that Gewalt Hamilton Associates, Inc. of Vernon Hills, Illinois ("***Consultant***") was best qualified to perform the Services.

The proposal received from the Consultant is in the amount of $386,512 for design of the Project. The Village's Fiscal Year 2023/24 Budget contains sufficient funds for the Services in the Water Fund Account No. 21-4180-727-00. Village staff recommends entering into a contract between the Village and the Consultant for the Services in the amount of $386,512 ("***Agreement***").

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

Section 2. Approval of Agreement.

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

Section 3. Authorization to Execute Contract.

The Village Manager and the Village Clerk shall be, and are hereby, authorized and directed to execute and seal, on behalf of the Village, the Agreement only after receipt by the Village Clerk of at least three original copies of the Agreement executed by the Consultant and compliance by the Consultant with all conditions precedent to closing required by the RFP.

Scheduled: 5/23/2023

ATTEST:

Village President

Village Clerk



Water Main

GIS Consortium

7/12/2022

Capital Improvment Projects

Water Main Improvements

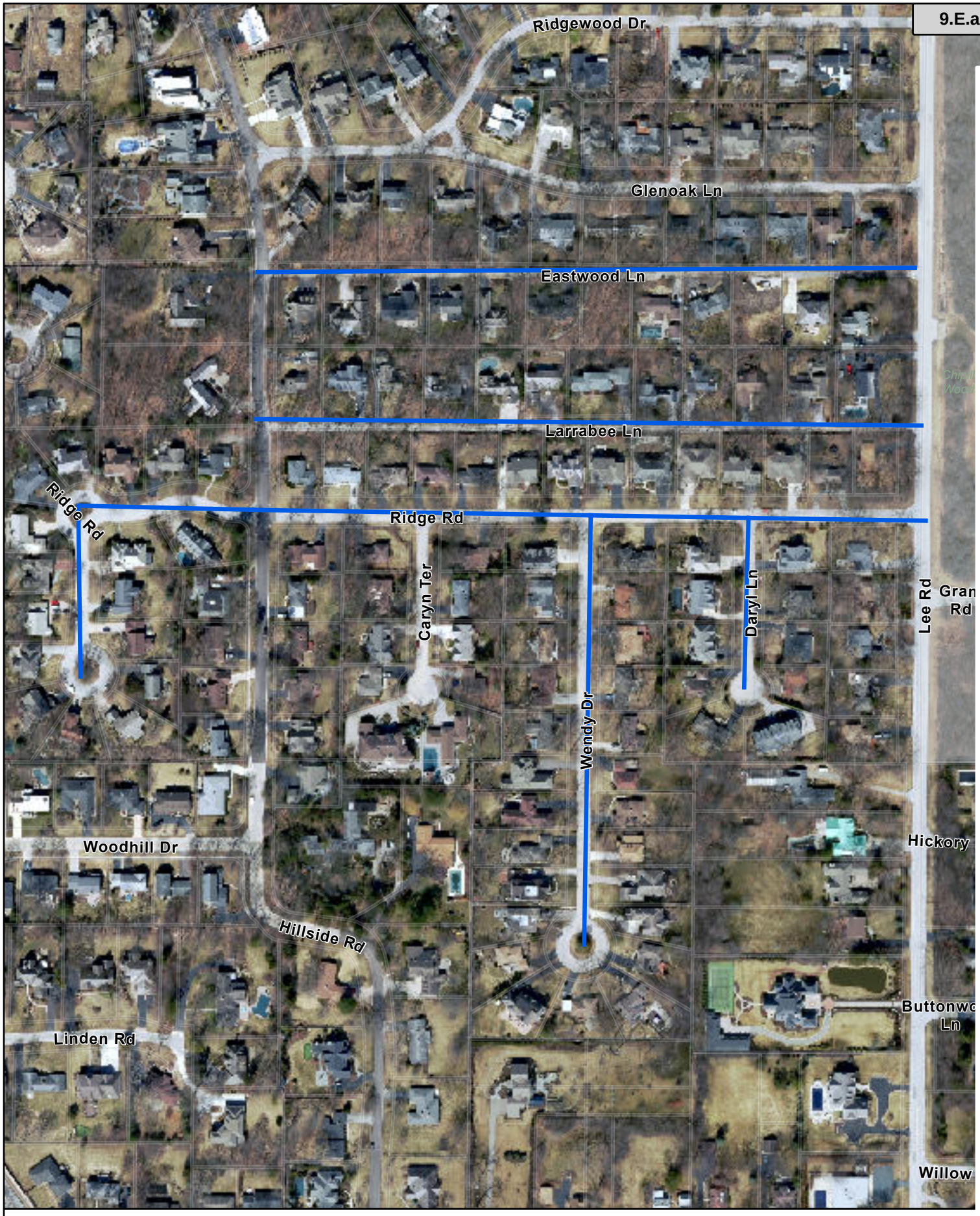
2024 - 2025

EXHIBIT A

0 150 300 600

N

Attachment: Exhibit A - Watermain Design Project Location Map (6671 : A Resolution Authorizing an Agreement for Engineering Design for



Water Main

GIS Consortium

7/12/2022

Capital Improvment Projects

Water Main Improvements

2024 - 2025

EXHIBIT A

0 90 180 360

N

Attachment: Exhibit A - Watermain Design Project Location Map (6671 : A Resolution Authorizing an Agreement for Engineering Design for

CONTRACT BETWEEN

THE VILLAGE OF NORTHBROOK

AND

GEWALT HAMILTON ASSOCIATES, INC.

PROFESSIONAL DESIGN ENGINEERING SERVICES FOR FY 2024/25

WATER MAIN AND ROADWAY IMPROVEMENTS

Attachment: Exhibit B - Watermain Design Contract (6671 : A Resolution Authorizing an Agreement for Engineering Design for Watermain &

CONTRACT BETWEEN

THE VILLAGE OF NORTHBROOK

AND

GEWALT HAMILTON ASSOCIATES, INC.

PROFESSIONAL DESIGN ENGINEERING SERVICES FOR FY 2024/25

WATER MAIN AND ROADWAY IMPROVEMENTS

TABLE OF CONTENTS

		Page
ARTICLE 1	THE SERVICES	1
1.1	Performance of the Services	1
1.2	Commencement and Completion Dates	1
1.3	Required Submittals	2
1.4	Review and Incorporation of Contract Provisions	2
1.5	Financial and Technical Ability to Perform	2
1.6	Time	2
1.7	Consultant's Personnel and Subcontractors	2
1.8	Owner's Responsibilities	3
1.9	Owner's Right to Terminate or Suspend Services for Convenience	4
ARTICLE II	CHANGES AND DELAYS	4
2.1	Changes	4
2.2	Delays	4
2.3	No Constructive Change Orders	4
ARTICLE III	CONSULTANT'S RESPONSIBILITY FOR DEFECTIVE SERVICES	5
3.1	Standard of Care	5
3.2	Corrections	5
3.3	Risk of Loss	5
ARTICLE IV	FINANCIAL ASSURANCES	6
4.1	Insurance	6
4.2	Indemnification	6

Attachment: Exhibit B - Watermain Design Contract (6671 : A Resolution Authorizing an Agreement for Engineering Design for Watermain &

ARTICLE V	PAYMENT	6
5.1	Contract Price	6
5.2	Taxes, Benefits and Royalties	7
5.3	Progress Payments	7
5.4	Final Acceptance and Final Payment	7
5.5	Deductions	8
5.6	Accounting	8
ARTICLE VI	REMEDIES	8
6.1	Owner's Remedies	8
6.2	Terminations and Suspensions Deemed for Convenience	9
ARTICLE VII	LEGAL RELATIONSHIPS AND REQUIREMENTS	9
7.1	Binding Effect	9
7.2	Relationship of the Parties	9
7.3	No Collusion	9
7.4	Assignment	10
7.5	Confidential Information	10
7.6	No Waiver	10
7.7	No Third Party Beneficiaries	10
7.8	Notices	10
7.9	Governing Laws	11
7.10	Changes in Laws	11
7.11	Compliance with Laws and Grants	11
7.12	Documents	11
7.13	Time	12
7.14	Severability	12
7.15	Entire Agreement	12
7.16	Amendments	12

ATTACHMENT A - Supplemental Schedule of Contract Terms

ATTACHMENT B - Scope of Services

ATTACHMENT C - Schedule

ATTACHMENT D - Special Project Requirements

Attachment: Exhibit B - Watermain Design Contract (6671 : A Resolution Authorizing an Agreement for Engineering Design for Watermain &

Attachment: Exhibit B - Watermain Design Contract (6671 : A Resolution Authorizing an Agreement for Engineering Design for Watermain &

CONTRACT BETWEEN

THE VILLAGE OF NORTHBROOK

AND

GEWALT HAMILTON ASSOCIATES, INC.

PROFESSIONAL DESIGN ENGINEERING SERVICES FOR FY 2024/25 WATER MAIN AND ROADWAY IMPROVEMENTS

In consideration of the mutual promises set forth below, the Village of Northbrook, 1225 Cedar Lane, Northbrook, Illinois 60062, a unit of local government created and existing under the laws of the State of Illinois ("Owner"), and GEWALT HAMILTON ASSOCIATES, INC., acorporation ("Consultant"), make this Contract as of the **27th** day of April, 2023, and hereby agree as follows:

ARTICLE I
THE SERVICES

1.1 Performance of the Services

Consultant shall, at its sole cost and expense, provide, perform, and complete all of the following, all of which is herein referred to as the "Services":

1. Labor, Equipment, Materials, and Supplies. Provide, perform, and complete, in the manner described and specified in this Contract, all necessary work, labor, services, transportation, equipment, materials, apparatus, information, data, and other items necessary to accomplish the Project, as defined in Attachment A, in accordance with the Scope of Services attached hereto as Attachment B, the Submittal Requirements attached hereto as Attachment C, and the Special Project Requirements attached hereto as Attachment D.

2. Approvals. Procure and furnish all approvals and authorizations specified in Attachment A.

3. Insurance. Procure and furnish all certificates and policies of insurance specified in this Contract.

4. Quality. Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with the highest standards of professional practice and in full compliance with, and as required by or pursuant to, this Contract.

1.2 Commencement and Completion Dates

Consultant shall commence the Services not later than the "Commencement Date" set forth on Attachment A and shall diligently and continuously prosecute the Services at such a rate as will allow the Services to be fully provided, performed, and completed in full compliance with this Contract not later than the "Completion Date" or, if the Services are to be performed in separate tasks with separate completion dates, the

"Completion Dates" set forth in Attachment A. The time of commencement, rate of progress, and time of completion are referred to in this Contract as the "Contract Time."

1.3 Required Submittals

A. Submittals Required. Consultant shall submit to Owner all reports, documents, data, and information specifically set forth in Attachment C or otherwise required to be submitted by Consultant under this Contract and shall, in addition, submit to Owner all such reports, documents, data, and information as may be requested by Owner to fully document the Services ("Required Submittals").

B. Time of Submission and Owner's Review. All Required Submittals shall be provided to Owner no later than the time, if any, specified in Attachment C or otherwise in this Contract. If no time for submission is specified for any Required Submittal, such Submittal shall be submitted within a reasonable time in light of its purpose and, in all events, in sufficient time, in Owner's sole opinion, to permit Owner to review the same prior to the commencement of any part of the Services to which such Required Submittal may relate. Owner shall have the right to require such corrections as may be necessary to make any Required Submittal conform to this Contract. No Services related to any Required Submittal shall be performed by Consultant until Owner has completed review of such Required Submittal with no exception noted. Owner's review and stamping of any Required Submittal shall not relieve Consultant of the entire responsibility for the performance of the Services in full compliance with, and as required by or pursuant to this Contract, and shall not be regarded as any assumption of risk or liability by Owner.

C. Responsibility for Delay. Consultant shall be responsible for any delay in the Services due to delay in providing Required Submittals conforming to this Contract.

1.4 Review and Incorporation of Contract Provisions

Consultant represents and warrants that it has carefully reviewed, and fully understood, this Contract, including all of its Attachments, all of which are by this reference incorporated into and made a part of this Contract.

1.5 Financial and Technical Ability to Perform

Consultant represents and warrants that it is financially solvent, and has the financial resources necessary, and that it is sufficiently experienced and competent, and has the necessary capital, facilities, plant, organization, and staff necessary, to provide, perform, and complete the Services in full compliance with, and as required by or pursuant to, this Contract.

1.6 Time

Consultant represents and warrants that it is ready, willing, able, and prepared to begin the Services on the Commencement Date and that the Contract Time is sufficient time to permit completion of the Services in full compliance with, and as required by or pursuant to, this Contract for the Contract Price.

1.7 Consultant's Personnel and Subcontractors

A. Consultant's Personnel. Consultant shall provide all personnel necessary to complete the Services, including without limitation the "Key Project Personnel" identified in Attachment D. Consultant shall provide to Owner telephone numbers at which the Key Project Personnel can be reached

Attachment: Exhibit B - Watermain Design Contract (6671 : A Resolution Authorizing an Agreement for Engineering Design for Watermain &

on a 24 hour basis. Consultant and Owner may by mutual written agreement make changes and additions to the designations of Key Project Personnel. Prior to terminating the employment of any Key Project Personnel, or reassigning any of the Key Project Personnel to other positions, or upon receiving notification of the resignation of any of the Key Project Personnel, Consultant shall notify Owner as soon as practicable in advance of such proposed termination, reassignment, or resignation. Consultant shall submit justification, including a description of proposed substitute personnel, in sufficient detail to permit evaluation by Owner of the impact of the proposed action on the Services. No such termination or reassignment shall be made by Consultant without prior written approval of Owner. Consultant shall have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time as a result of any such termination, reassignment, resignation, or substitution.

B. Approval and Use of Subcontractors. Consultant shall perform the Services with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by Owner in writing. All subcontractors and subcontracts used by Consultant shall be acceptable to, and approved in advance by, Owner. Owner's approval of any subcontractor or subcontract shall not relieve Consultant of full responsibility and liability for the provision, performance, and completion of the Services in full compliance with, and as required by or pursuant to, this Contract. All Services performed under any subcontract shall be subject to all of the provisions of this Contract in the same manner as if performed by employees of Consultant. Every reference in this Contract to "Consultant" shall be deemed also to refer to all subcontractors of Consultant. Every subcontract shall include a provision binding the subcontractor to all provisions of this Contract.

C. Removal of Personnel and Subcontractors. If any personnel or subcontractor fails to perform the part of the Services undertaken by it in a manner satisfactory to Owner, Consultant shall immediately upon notice from Owner remove and replace such personnel or subcontractor. Consultant shall have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time as a result of any such removal or replacement.

1.8 Owner's Responsibilities

Owner shall, at its sole cost and expense and except as otherwise provided in Attachment D: (a) designate in writing a person with authority to act as Owner's representative and on Owner's behalf with respect to the Services except those matters that may require Board approval of Owner; (b) provide to Consultant all criteria and full information as to Owner's requirements for the Project or work to which the Services relate, including Owner's objectives and constraints, schedule, space, capacity and performance requirements, and budgetary limitations relevant to the Project; (c) provide to Consultant all existing studies, reports, and other available data relevant to the Project; (d) arrange for access to and make all provisions for Consultant to enter upon public and private property as reasonably required for Consultant to perform the Services; (e) provide surveys describing physical characteristics, legal limitations, and utility locations for the Project and the services of geotechnical engineers or other consultants when such services are reasonably requested by the Consultant, are necessary for the performance of the Services, and are not already provided for in Attachments B and D; (f) provide structural, mechanical, chemical, air and water pollution tests, test for hazardous materials, and other laboratory and environmental tests, inspections, and reports required by law to be provided by Owner in connection with the Project; (g) review and comment on all Required Submittals and other reports, documents, data, and information presented by Consultant; (h) except as otherwise provided in Attachment A, provide approvals from all governmental authorities having jurisdiction over the Project when such services are reasonably requested by the Consultant, are necessary for the performance of the Services, and are not already provided for in Attachments B and D; (i) except as provided in Article IV of this Contract provide, all accounting, insurance, and legal counseling services as may be necessary from time to time in the sole judgment of Owner to protect Owner's interests with respect to the Project; (j) attend Project related meetings; and (k) give prompt written notice to Consultant whenever Owner

Attachment: Exhibit B - Watermain Design Contract (6671 : A Resolution Authorizing an Agreement for Engineering Design for Watermain &

observes or otherwise becomes aware of any development that affects the scope or timing of the Services, provided, however, that failure to give such notice shall not relieve Consultant of any of its responsibilities under this Contract.

1.9 Owner's Right to Terminate or Suspend Services for Convenience

A. Termination or Suspension for Convenience. Owner shall have the right, for its convenience, to terminate or suspend the Services in whole or in part at any time by written notice to Consultant. Every such notice shall state the extent and effective date of such termination or suspension. On such effective date, Consultant shall, as and to the extent directed, stop Services under this Contract, cease all placement of further orders or subcontracts, terminate or suspend Services under existing orders and subcontracts, and cancel any outstanding orders or subcontracts that may be canceled.

B. Payment for Completed Services. In the event of any termination pursuant to Subsection 1.9A above, Owner shall pay Consultant (1) such direct costs, including overhead, as Consultant shall have paid or incurred for all Services done in compliance with, and as required by or pursuant to, this Contract up to the effective date of termination; and (2) such other costs pertaining to the Services, exclusive of overhead and profit, as Consultant may have reasonably and necessarily incurred as the result of such termination. Any such payment shall be offset by any prior payment or payments and shall be subject to Owner's rights to withhold and deduct as provided in this Contract.

ARTICLE II
CHANGES AND DELAYS

2.1 Changes

Owner shall have the right, by written order executed by Owner, to make changes in the Contract, the Project, the Services and the Contract Time ("Change Order"). If any Change Order causes an increase or decrease in the amount of the Services, an equitable adjustment in the Contract Price or Contract Time may be made. No decrease in the amount of the Services caused by any Change Order shall entitle Consultant to make any claim for damages, anticipated profits, or other compensation.

2.2 Delays

For any delay that may result from causes that could not be avoided or controlled by Consultant, Consultant shall, upon timely written application, be entitled to issuance of a Change Order providing for an extension of the Contract Time for a period of time equal to the delay resulting from such unavoidable cause. No extension of the Contract Time shall be allowed for any other delay in completion of the Services.

2.3 No Constructive Change Orders

No claims for equitable adjustments in the Contract Price or Contract Time shall be made or allowed unless embodied in a Change Order. If Owner fails to issue a Change Order including, or fully including, an equitable adjustment in the Contract Price or Contract Time to which Consultant claims it is entitled, or, if Consultant believes that any requirement, direction, instruction, interpretation, determination, or decision of Owner entitles Consultant to an equitable adjustment in the Contract Price or Contract Time that has not been included, or fully included, in a Change Order, then Consultant shall submit to Owner a written request for the issuance of, or revision of, a Change Order, including the equitable adjustment, or the additional equitable adjustment, in the Contract Price or Contract Time that Consultant claims has not been included, or fully included, in a Change Order. Such request shall be submitted before Consultant proceeds with any Services for which Consultant claims an equitable

Attachment: Exhibit B - Watermain Design Contract (6671 : A Resolution Authorizing an Agreement for Engineering Design for Watermain &

adjustment is due and shall, in all events, be submitted no later than two business days after receipt of such Change Order or receipt of notice of such requirement, direction, instruction, interpretation, determination, or decision. Notwithstanding the submission of any such request, Consultant shall, unless otherwise directed by Owner within two business days after receipt by Owner of such request, proceed without delay to perform the Services in compliance with the Change Order or as required, directed, instructed, interpreted, or decided by Owner and shall, pending a final resolution of the issue, keep a daily record of such Services. Unless Consultant submits such a request within two business days after receipt of such Change Order or receipt of notice of such requirement, direction, instruction, interpretation, determination, or decision, Consultant shall be conclusively deemed (1) to have agreed that such Change Order, requirement, direction, instruction, interpretation, determination, or decision does not entitle Consultant to an equitable adjustment in the Contract Price or Contract Time and (2) to have waived all claims based on such Change Order, requirement, direction, instruction, interpretation, determination, or decision.

ARTICLE III

CONSULTANT'S RESPONSIBILITY FOR DEFECTIVE SERVICES

3.1 Consultant's Responsibilities.

A. Standard of Care. Consultant agrees that the Services and all components thereof shall conform to the requirements of this Contract; shall be fit, sufficient and suitable for the purposes expressed in, or reasonably inferred from, this Contract; shall be performed in accordance with the standards of professional practice, care and diligence practiced by recognized consulting firms performing services of a similar nature in existence at the time of performance of the Services; and the Services shall free from defects and flaws in design consistent with such standards of professional practice, care and diligence. The standards and obligations contained herein shall be in addition to any other requirements expressed in this Contract, or expressed or implied by law, which are hereby reserved unto Owner.

B. Opinions of Cost. It is recognized that neither Consultant nor Owner has control over the costs of labor, material, equipment or services furnished by others or over competitive bidding, market or negotiating conditions, or construction contractors' methods of determining their prices. Accordingly, any opinions of probable Project costs or construction costs provided for herein are estimates only, made on the basis of Consultant's experience and qualifications and represent Consultant's best judgment as an experienced and qualified professional, familiar with the industry. Consultant does not guaranty that proposals, bids or actual Project costs or construction costs will not vary from opinions of probable cost prepared by Consultant.

3.2 Corrections

Consultant shall be responsible for the quality, technical accuracy, completeness and coordination of all reports, documents, data, information and other items and services under this Contract. Consultant shall, promptly and without charge, provide, to the satisfaction of Owner, all corrective Services necessary as a result of Consultant's errors, omissions, negligent acts, or failure to meet the standard of care.

3.3 Risk of Loss

The Services and everything pertaining thereto shall be provided, performed, and completed at the sole risk and cost of Consultant. Consultant shall be responsible for any and all damages to property or persons as a result of Consultant's errors, omissions, negligent acts, or failure to meet the standard of care and for any losses or costs to repair or remedy any work undertaken by Owner based upon the

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Services as a result of any such errors, omissions, negligent acts or failure to meet the standard of care. Notwithstanding any other provision of this Contract, Consultant's obligations under this Section 3.3 shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either of Owner or Consultant, to indemnify, hold harmless or reimburse Consultant for such damages, losses or costs.

ARTICLE IV
FINANCIAL ASSURANCES

4.1 Insurance

Contemporaneous with Consultant's execution of this Contract, Consultant shall provide certificates and policies of insurance evidencing at least the minimum insurance coverages and limits set forth in Attachment A. For good cause shown, Owner may extend the time for submission of the required policies of insurance upon such terms, and with such assurances of complete and prompt performance, as Owner may impose in the exercise of its sole discretion. **Such policies shall be in a form acceptable to Owner and from companies with a general rating of A minus and a financial size category of Class X or better in Best's Insurance Guide and otherwise acceptable to Owner. Such insurance shall provide that no change, modification in, or cancellation of any insurance shall become effective until the expiration of 30 days after written notice thereof shall have been given by the insurance company to Owner.** Consultant shall, at all times while providing, performing, or completing the Services, including, without limitation, at all times while correcting any failure to meet the standard of care pursuant to Section 3.2 of this Contract, maintain and keep in force, at Consultant's expense, at least the minimum insurance coverages and limits set forth in Attachment A.

4.2 Indemnification

Consultant shall, without regard to the availability or unavailability of any insurance, either of Owner or Consultant; (A) as to Consultant's professional activities, indemnify, and save harmless Owner against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including attorneys' fees and administrative expenses, (collectively "Claims") that may arise out of or in connection with Consultant's negligent performance of, or failure to perform, the Services or any part thereof; and (B) as to all other activities of Consultant, indemnify, save harmless and defend Owner against any and all Claims that may arise, or be alleged to have arisen, out of or in connection with Consultant's performance of, or failure to perform, the Services or any part thereof, provided that Consultant shall not be required to indemnify Owner under provisions A or B of this Section for injury or damage to the extent caused by the negligence of Owner.

ARTICLE V
PAYMENT

5.1 Contract Price

Owner shall pay to Consultant, in accordance with and subject to the terms and conditions set forth in this Article V and Attachment A, and Consultant shall accept in full satisfaction for providing, performing, and completing the Services, the amount or amounts set forth in Attachment A (the "Contract Price"), subject to any additions, deductions, or withholdings provided for in this Contract.

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5.2 Taxes, Benefits and Royalties

The Contract Price includes all applicable federal, state, and local taxes of every kind and nature applicable to the Services as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits and all costs, royalties, and fees arising from the use on, or the incorporation into, the Services, of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, premium, costs, royalties, or fees is hereby waived and released by Consultant.

5.3 Progress Payments

A. Payment in Installments. The Contract Price shall be paid in the manner set forth in Attachment A ("Progress Payments").

B. Pay Requests. Consultant shall, as a condition precedent to its right to receive each Progress Payment, submit to Owner an invoice accompanied by such receipts, vouchers, and other documents as may be necessary to establish Consultant's prior payment for all labor, material, and other things covered by the invoice and the absence of any interest, whether in the nature of a lien or otherwise, of any party in any property, work, or fund with respect to the Services performed under this Contract. In addition to the foregoing, such invoice shall include (a) employee classifications, rates per hour, and hours worked by each classification, and, if the Services are to be performed in separate tasks, for each task; (b) total amount billed in the current period and total amount billed to date, and, if the Services are to be performed in separate tasks, for each task; (c) the estimated percent completion, and, if the Services are to be performed in separate tasks, for each task; and (d) Consultant's certification that all prior Progress Payments have been properly applied to the Services with respect to which they were paid. Owner may, by written notice to Consultant, designate a specific day of each month on or before which pay requests must be submitted.

5.4 Final Acceptance and Final Payment

The Services, or, if the Services are to be performed in separate tasks, each task of the Services, shall be considered complete on the date of final written acceptance by Owner of the Services or each task of the Services, as the case may be, which acceptance shall not be unreasonably withheld or delayed. The Services or each task of the Services, as the case may be, shall be deemed accepted by Owner if not objected to in writing within 60 days after submission by Consultant of the Services or such task of Services for final acceptance and payment plus, if applicable, such additional time as may be considered reasonable for obtaining approval of governmental authorities having jurisdiction to approve the Services, or task of Services, as the case may be. As soon as practicable after final acceptance, Owner shall pay to Consultant the balance of the Contract Price or, if the Services are to be performed in separate tasks, the balance of that portion of the Contract Price with respect to such task of the Services, after deducting therefrom all charges against Consultant as provided for in this Contract ("Final Payment"). The acceptance by Consultant of Final Payment with respect to the Services or a particular task of Services, as the case may be, shall operate as a full and complete release of Owner of and from any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses of, by, or to Consultant for anything done, furnished for, arising out of, relating to, or in connection with the Services or a particular task of Services, as the case may be, or for or on account of any act or neglect of Owner arising out of, relating to, or in connection with the Services or a particular task of Services, as the case may be.

5.5 Deductions

A. Owner's Right to Withhold. Notwithstanding any other provision of this Contract and without prejudice to any of Owner's other rights or remedies, Owner shall have the right at any time or times, whether before or after approval of any pay request, to deduct and withhold from any Progress or Final Payment that may be or become due under this Contract such amount as may reasonably appear necessary to compensate Owner for any actual or prospective loss due to: (1) Services that are defective, damaged, flawed, unsuitable, nonconforming, or incomplete; (2) damage for which Consultant is liable under this Contract; (3) liens or claims of lien regardless of merit; (4) claims of subcontractors, suppliers, or other persons regardless of merit; (5) delay in the progress or completion of the Services; (6) inability of Consultant to complete the Services; (7) failure of Consultant to properly complete or document any pay request; (8) any other failure of Consultant to perform any of its obligations under this Contract; or (9) the cost to Owner, including attorneys' fees and administrative costs, of correcting any of the aforesaid matters or exercising any one or more of Owner's remedies set forth in Section 6.1 of this Contract.

B. Use of Withheld Funds. Owner shall be entitled to retain any and all amounts withheld pursuant to Subsection 5.5A above until Consultant shall have either performed the obligations in question or furnished security for such performance satisfactory to Owner. Owner shall be entitled to apply any money withheld or any other money due Consultant under this Contract to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, attorneys' fees, and administrative expenses incurred, suffered, or sustained by Owner and chargeable to Consultant under this Contract.

5.6 Accounting

Consultant shall keep accounts, books, and other records of all its billable charges and costs incurred in performing the Services in accordance with generally accepted accounting practices, consistently applied, and in such manner as to permit verification of all entries. Consultant shall make all such material available for inspection by Owner, at all reasonable times during this Contract and for a period of three years following termination of this Contract. Copies of such material shall be furnished, at Owner's expense, upon request.

ARTICLE VI
REMEDIES

6.1 Owner's Remedies

If it should appear at any time prior to Final Payment for all work that Consultant 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, or has attempted to assign this Contract or Consultant's rights under this Contract, either in whole or in part, or has falsely made any representation or warranty in this Contract, or has otherwise failed, refused, or delayed to perform or satisfy any other requirement of this Contract or has failed to pay its debts as they come due ("Event of Default"), and has failed to cure any such Event of Default within five business days after Consultant's receipt of written notice of such Event of Default, then Owner shall have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. Owner may require Consultant, within such reasonable time as may be fixed by Owner, to complete or correct all or any part of the Services that are defective, damaged, flawed, unsuitable, nonconforming, or incomplete; to accelerate all or

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any part of the Services; and to take any or all other action necessary to bring Consultant and the Services into strict compliance with this Contract.

2. Owner may accept the defective, damaged, flawed, unsuitable, nonconforming, incomplete, or dilatory Services or part thereof and make an equitable reduction in the Contract Price.

3. Owner may terminate this Contract without liability for further payment of amounts due or to become due under this Contract.

4. Owner may withhold from any Progress Payment or Final Payment, whether or not previously approved, or may recover from Consultant, any and all costs, including attorneys' fees and administrative expenses, incurred by Owner as the result of any Event of Default or as a result of actions taken by Owner in response to any Event of Default.

5. Owner may recover any damages suffered by Owner.

6.2 Terminations and Suspensions Deemed for Convenience

Any termination or suspension of Consultant's rights under this Contract for an alleged default that is ultimately held unjustified shall automatically be deemed to be a termination or suspension for the convenience of Owner under Section 1.9 of this Contract.

ARTICLE VII
LEGAL RELATIONSHIPS AND REQUIREMENTS

7.1 Binding Effect

This Contract shall be binding upon Owner and Consultant and upon their respective heirs, executors, administrators, personal representatives, and permitted successors and assigns. Every reference in this Contract to a party shall also be deemed to be a reference to the authorized officers, employees, agents, and representatives of such party.

7.2 Relationship of the Parties

Consultant shall act as an independent contractor in providing and performing the Services. Nothing in or done pursuant to, this Contract shall be construed (1) to create the relationship of principal and agent, partners, or joint venturers between Owner and Consultant or (2) to create any relationship between Owner and any subcontractor of Consultant.

7.3 No Collusion

Consultant hereby represents and certifies that Consultant is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Consultant is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of the tax, as set forth in 65 ILCS 5/11-42.1-1; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq. Consultant hereby represents that the only persons, firms, or corporations interested in this Contract as principals are those disclosed to Owner prior to the execution of this Contract, and that this Contract is made without collusion with any other person, firm, or corporation. If at any time it shall be found that Consultant has, in procuring this Contract, colluded with

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any other person, firm, or corporation, then Consultant shall be liable to Owner for all loss or damage that Owner may suffer thereby, and this Contract shall, at Owner's option, be null and void.

7.4 Assignment

Consultant shall not (1) assign this Contract in whole or in part, (2) assign any of Consultant's rights or obligations under this Contract, or (3) assign any payment due or to become due under this Contract without the prior express written approval of Owner, which approval may be withheld in the sole and unfettered discretion of Owner; provided, however, that Owner's prior written approval shall not be required for assignments of accounts, as defined in the Illinois Commercial Code, if to do so would violate Section 9-318 of the Illinois Commercial Code, 810 ILCS 5/9-318. Owner may assign this Contract, in whole or in part, or any or all of its rights or obligations under this Contract, without the consent of Consultant.

7.5 Confidential Information

All information supplied by Owner to Consultant for or in connection with this Contract or the Services shall be held confidential by Consultant and shall not, without the prior express written consent of Owner, be used for any purpose other than performance of the Services.

7.6 No Waiver

No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by Owner, nor any order by Owner for the payment of money, nor any payment for, or use, occupancy, possession, or acceptance of, the whole or any part of the Services by Owner, nor any extension of time granted by Owner, nor any delay by Owner in exercising any right under this Contract, nor any other act or omission of Owner shall constitute or be deemed to be an acceptance of any defective, damaged, flawed, unsuitable, nonconforming, or incomplete Services, nor operate to waive or otherwise diminish the effect of any warranty or representation made by Consultant; or of any requirement or provision of this Contract; or of any remedy, power, or right of Owner.

7.7 No Third Party Beneficiaries

No claim as a third party beneficiary under this Contract by any person, firm, or corporation other than Consultant shall be made or be valid against Owner.

7.8 Notices

All notices required or permitted to be given under this Contract shall be in writing and shall be deemed received by the addressee thereof when delivered in person on a business day at the address set forth below or on the third business day after being deposited in any main or branch United States post office, for delivery at the address set forth below by properly addressed, postage prepaid, certified or registered mail, return receipt requested. Notices and communications to Owner shall be addressed to, and delivered at, the following
address:

Village of Northbrook
Public Works Center
655 Huehl Road
Northbrook, Illinois 60062
Attention: Aram Beladi, Project Manager

Notices and communications to Consultant shall be addressed to, and delivered at, the following address:

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Gewalt Hamilton Associates, Inc.
625 Forest Edge Drive
Vernon Hills, IL 60061
Attention: Leo Morand

The foregoing shall not be deemed to preclude the use of other non-oral means of notification or to invalidate any notice properly given by any such other non-oral means.

By notice complying with the requirements of this Section 7.8, Owner and Consultant each shall have the right to change the address or addressee or both for all future notices to it, but no notice of a change of address or addressee shall be effective until actually received.

7.9 Governing Laws

This Contract and the rights of Owner and Consultant under this Contract shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois.

7.10 Changes in Laws

Unless otherwise explicitly provided in this Contract, any reference to laws shall include such laws as they may be amended or modified from time to time.

7.11 Compliance with Laws and Grants

Consultant shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. Consultant shall also comply with all conditions of any federal, state, or local grant received by Owner or Consultant with respect to this Contract or the Services.

Consultant shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Consultant's, or its subcontractors', performance of, or failure to perform, the Services or any part thereof.

Every provision of law required by law to be inserted into this Contract shall be deemed to be inserted herein.

7.12 Documents

Drawings, plans, specifications, photos, reports, information, observations, calculations, notes and any other reports, documents, data or information, in any form, prepared, collected, or received by Consultant in connection with any or all of the Services (the "Documents") shall be and remain the property of Owner. At Owner's request, or upon termination of this Contract, the Documents shall be

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delivered promptly to Owner. Consultant shall have the right to retain copies of the Documents for its files. Consultant shall maintain files of all Documents unless Owner shall consent in writing to the destruction of the Documents. Consultant shall make, and shall cause all of its subcontractors to make, the Documents available for Owner's review, inspection and audit during the entire term of this Contract and for three years after termination of this Contract; provided, however, that prior to the disposal or destruction of the Documents by Consultant or any of its subcontractors following said three year period, Consultant shall give notice to Owner of any Documents to be disposed of or destroyed and the intended date, which shall be at least 90 days after the effective date of such notice of disposal or destruction. Owner shall have 90 days after receipt of any such notice to give notice to Consultant or any of its subcontractors not to dispose of or destroy said Documents and to require Consultant or any of its subcontractors to deliver same to Owner, at Owner's expense.

7.13 Time

The Contract Time is of the essence of this Contract. Except where otherwise stated, references in this Contract to days shall be construed to refer to calendar days.

7.14 Severability

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

7.15 Entire Agreement

This Contract sets forth the entire agreement of Owner and Consultant with respect to the accomplishment of the Services and the payment of the Contract Price therefor, and there are no other understandings or agreements, oral or written, between Owner and Consultant with respect to the Services and the compensation therefor.

7.16 Amendments

No modification, addition, deletion, revision, alteration, or other change to this Contract shall be effective unless and until such change is reduced to writing and executed and delivered by Owner and Consultant.

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IN WITNESS WHEREOF, Owner and Consultant have caused this Contract to be executed in two original counterparts as of the day and year first written above.

(SEAL)

Attest/Witness: **VILLAGE OF NORTHBROOK:**

By: _____ By: _____
Debra J. Ford Cara L. Pavlicek
Title: Village Clerk Title: Village Manager

Attest/Witness: **GEWALT HAMILTON ASSOCIATES, INC.:**

By:_____ By: _____

Title: Secretary Title: President

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ATTACHMENT A

SUPPLEMENTAL SCHEDULE OF CONTRACT TERMS

1. Project Background:

This project will be comprised of three project locations located in the Village of Northbrook, Illinois. One project location is the Huntington Subdivision, located near the intersections of Cook County Roadways, Sanders Road and Walters Avenue. The scope of work in the Huntington Subdivision is expected to consist of water main replacement and roadway reconstruction including curb and gutter. A map of the subdivision is attached as Exhibit A.

The existing water main in the Huntington subdivision is approximately 10,300 LF of 6-inch to 12-inch cast iron water main that was installed in the 1960's. The proposed water main will be 8-inch to 12-inch ductile iron or PVC water main. It is expected that the new water main in this subdivision will generally be installed in the roadway with the open cut method. There is approximately 30,000 SY of deteriorated asphalt pavement in the subdivision. It is expected that the selected consultant will provide pavement cores to determine the appropriate treatment for the roadway improvements. The water main and roadway improvements in this subdivision are expected to be combined as a single bid package as the final deliverable. Design of the roadway improvements will be paid for through the Village's motor fuel tax allotment. It is important for perspective consultants to clearly distinguish hours and funds needed to complete work related to the watermain compared to the roadway improvements.

The second project location is Ridge Road, Wendy Drive, Daryl Lane, Larrabee Lane, and Eastwood Lane. A map of the proposed work area can be found as Exhibit B. This project consists of replacing approximately 5,800 LF of 6-inch cast iron water main with a proposed 8-inch ductile iron or PVC water main. The proposed water main is generally expected to be installed in the roadways via open cut or trenchless methods. The roadways on Ridge Road, Wendy Drive, and Daryl Lane will be resurfaced under a separate contract following the completion of this project and will not be permanently restored as part of this project.

The Village does not own right of way on Eastwood Lane and Larrabee Lane. The roads are privately owned and maintained. The Village does have ownership of the water main. The Village appears to have easements from the properties on Eastwood Lane and Larrabee Lane which is where the water main is installed. Any pavement damage created as a result of the water main improvements on these roadways will need to be permanently restored as part of this project. The water main and restoration at this second project location is expected to be combined as a single bid package as the final deliverable. There are approximately 25 lead service lines within the project area. The final bid package provided for this location will need to include the replacement of the lead service lines within the project area.

A third project location is located in the Northbrook Park subdivision. The roadways included in the project scope will be Brentwood Road, Scott Road, Dehne Road, Asbury Road, Bellevue Place, and Glendale Avenue. This location will encompass approximately 8,600 LF of water main. A map of the proposed work area can be found as Exhibit C. This project scope will be Phase I (providing the Village with topographical survey in DWG format) engineering services only as the Village anticipates final engineering design for water main replacement to occur in-house for this project location.

2. Approvals and Authorizations:

Consultant shall obtain any required approvals and authorizations listed in the Scope of Services in Attachment B.

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3. Commencement Date:

The date of execution of the Contract by Owner.

4. Completion Date:

Final Completion/Project Acceptance – April 30, 2024, plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.

5. Insurance Coverages:

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

(1) Worker's Compensation: Statutory;

(2) Employer's Liability:
$1,000,000 injury-per occurrence

$500,000 disease-per employee

$1,000,000 disease-policy limit

Such insurance shall evidence that coverage applies in the State of Illinois.

B. Comprehensive Motor Vehicle Liability with a combined single limit of liability for bodily injury and property damage of not less than $1,000,000 for vehicles owned, non-owned, or rented.

All employees shall be included as insureds.

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

General Aggregate: $2,000,000 Bodily Injury and Property Damage Combined Single Limit for this Project.

Coverages shall include:

- Broad Form Property Damage Endorsement

- Blanket Contractual Liability (must expressly cover the indemnity provisions of the Contract)

D. Professional Liability Insurance. With a limit of liability of not less than $1,000,000 per occurrence and $2,000,000 in the aggregate and covering Consultant against all sums that Consultant may be obligated to pay on account of any liability arising out of the Contract.

E. 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

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policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.

F. Owner as Additional Insured. Owner shall be named as an Additional Insured and a Cancellation Notice recipient on all policies except for:

Worker's Compensation
Professional Liability

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

G. Other Parties as Additional Insureds. In addition to Owner, the following parties shall be named as additional insured on the following policies:

None Anticipated

All additional public or private property owners as needed on all policies with the exception of Worker's Compensation and Professional Liability.

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6. **Contract Price**:

SCHEDULE OF PRICES

For providing, performing, and completing each task of Services, an amount equal to Consultant's Direct Labor Costs, plus an amount equal to the actual costs of all Reimbursable Expenses, but not to exceed, in each task of Services, the following not to exceed amount set forth opposite each such task except as adjusted by Change Order issued pursuant to Section 2.1 of the Contract:

TOTAL NOT TO EXCEED CONTRACT PRICE:

Three Hundred Eighty Six Thousand Five hundred and Twelve Dollars and _Zero_ Cents
(in writing) (in writing)

__386,512_____Dollars and _____00_____Cents
(in figures) (in figures)

7. **Payments:**

For purposes of payments to Consultant, the value of the Services shall be determined as follows:

Direct Labor Costs shall mean salaries and wages paid to all Consultant personnel as set forth on the list supplied by Consultant attached hereto and referenced as Attachment A1, including all professionals whether owners or employees, engaged directly on the Project, but shall not include indirect payroll related costs or fringe benefits.

Reimbursable Expenses shall mean the actual expenses incurred by Consultant directly or indirectly in connection with the Project, including expenses for transportation, telephone, postage, computer time and other highly specialized equipment, reproduction and similar Project related items.

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ATTACHMENT B

SCOPE OF SERVICES

Consultant shall cooperate and work closely with representatives of Owner and other parties involved in the Project. Consultant shall meet with Owner and such other parties, and shall provide such consultation, advice, and reports, as required to adequately perform its responsibilities under the Contract. Consultant shall produce and deliver to Owner the results of its Services, plus any reports, documents, data, information, observations, or opinions set forth below or requested by Owner, in form or format as set forth below or, if none, in form or format of Owner's choosing.

After written authorization to proceed, Consultant shall provide, perform and complete the following:

Scope of Services/Tasks:

PHASE 1:

- Conduct a complete and detailed topographical survey (including all above & underground utilities, structures, ground contours at1-foot intervals, critical ground spot elevations, trees 6-inches and larger in diameter, property lines, etc.) of each Component Project work site and extending a minimum 100-feet, or longer as necessary, beyond the limits of the proposed work.
- Coordination with the GIS Consortium staff members allocated to the Village to obtain all available aerial contour mapping and utility data for each Component Project work site and immediately surrounding area. This includes the 2009 Cook County LiDAR data that Northbrook GIS staff has converted to Lidar (.las) files to represent a 1-ft contour surface. This data is only intended to supplement and not replace the detailed field topographical survey. The selected consultant will need to execute a data sharing agreement with the Village to obtain the data.
- Utility Coordination (Nicor, ComEd, AT&T, Comcast, etc.) and resolution of all conflicts. This will include a design stage J.U.L.I.E. and utility map request from all utility owners located within and adjacent to each Component Project site to ensure all possible conflicts are accounted for.
- Include all Village provided archived project "as-constructed" information in the design documents.
- Value Engineering of each proposed Component project concept plan to determine if any cost savings measures are available.
- Confirm right of way/easement conditions on Eastwood Lane and Larrabee Lane
  - Plans should show right of way and easements to within 1 foot accuracy
- Identification and initial submittal of all required and applicable remaining Permits, including, but not limited to the Metropolitan Water Reclamation District of Greater Chicago (MWRDGC), Illinois Environmental Protection Agency-National Pollutant Discharge Elimination System (IEPA-NPDES), CCDD forms (IEPA LPC-662/663), North Cook County Soil & Water Conservation District (NCCSWCD, etc.)
- **For Location 3, provide electronic drawings in 2018 AutoCAD Civil3D format, inclusive of an existing 3D surface model with ground contours at 1-**

foot intervals generated from the field survey data, saved on a USB Flash Drive as a final deliverable.

PHASE 2 - FINAL ENGINEERING/BID PACKAGE:

- In progress drawings showing water main layout and appurtenances, roadway design and storm sewer improvements (Plan, Utility & Profiles), Quantities, Specifications, Details, Cost Estimate, etc. (75% Complete) to be reviewed/approved by Village staff. Five (5) hard copies of each will be provided; all drawings will be full-sized (24"x36"). One electronic copy (pdf format) of each will also be provided.
- Final Engineering Drawing Sets (including, but not limited to Cover Sheet, Index of Sheets, General Notes, Summary of Quantities, Schedule of Quantities, Typical Sections, Removal Plans, Roadway Plans/Profiles, Staging Plans, Traffic Control & Protection, Grading Plans, SWPPP, Drainage and Utility Plans/Profiles, Utility Crossing Data at all Major Locations, Sewer Profiles, Cross-Sections, Tree Removal & Preservation Plan, Restoration/Landscape Plan, Tree Plantings, Details, etc.) and Final Construction Estimate. Ten (10) hard copies of each shall be provided. All drawings will be full-sized (24"x36"). One electronic copy (pdf format) of each drawing along with the raw design files (dwg format) will also be provided.
  Separate plan sets will be required for Project Locations 1 & 2
- Obtain all other required and applicable Permits, including, but not limited to the MWRDGC, CCDD forms (IEPA LPC-662/663), North Cook County Soil & Water Conservation District (NCCSWCD, etc.)
  Assist in preparation of Construction Contract and provide all Specific Project Specifications and Special Provisions. Note that general conditions and other "front end" Contract documents will be provided by Village. **Separate bid packages will be required for Project Locations 1 & 2**
- Administer Project Informational Meeting with Impacted Property Owners and other Stakeholders.

PHASE 3 - COMPETITIVE BIDDING PROCESS:

- Assist Village in Competitive Bidding Process with Area Contractors by:
  - Answering technical questions from contractors during bidding process.
  - Issuing any Addendums, if necessary.
  - Reviewing first and second low bidder references, similar work history and availability.

Attachment: Exhibit B - Watermain Design Contract (6671 : A Resolution Authorizing an Agreement for Engineering Design for Watermain &

ATTACHMENT B-1

SCOPE OF SERVICES CONT.

GEWALT HAMILTON ASSOCIATES, INC.

Attachment: Exhibit B - Watermain Design Contract (6671 : A Resolution Authorizing an Agreement for Engineering Design for Watermain &

Professional Surveying & Engineering Services
FY 2024/25 Water Main and Roadway Improvements
Village of Northbrook
GHA Proposal No. 2023.M014

GEWALT HAMILTON ASSOCIATES, INC.
CONSULTING ENGINEERS
625 Forest Edge Drive, Vernon Hills, IL 60061
TEL 847.478.9700 ■ FAX 847.478.9701
www.gha-engineers.com

I. Scope of Services

The scope of services is based upon the Request for Proposal dated February 7, 2023, and our subsequent conversations regarding the establishment of the existing easement on Larrabee Lane and Eastwood Lane.

A. PHASE 1 - 75% COMPLETE

1. Conduct a complete and detailed topographical survey (including all above & underground utilities, structures, ground contours at 1-foot intervals, critical ground spot elevations, trees 6 inches and larger in diameter, property lines, etc.) of each Component Project work site and extending a minimum 100 feet, or longer as necessary, beyond the limits of the proposed work.
2. Coordination with the GIS Consortium staff members allocated to the Village to obtain all available aerial contour mapping and utility data for each Component Project work site and immediately surrounding area. This includes the 2009 Cook County LiDAR data that Northbrook GIS staff has converted to Lidar (.las) files to represent a 1-ft contour surface. This data is only intended to supplement and not replace the detailed field topographical survey. The selected consultant will need to execute a data sharing agreement with the Village to obtain the data.
3. Perform pavement coring and develop geotechnical report to determine appropriate roadway treatment for Huntington Subdivision Roadway Improvements.
4. Prepare two brief water main material and installation method reports for locations 1 & 2 summarizing the viable options and making a recommendation of which is the preferred material/method.
5. Utility Coordination (Nicor, ComEd, AT&T, Comcast, etc.) and resolution of all conflicts. This will include a design stage J.U.L.I.E. and utility map request from all utility owners located within and adjacent to each Component Project site to ensure all possible conflicts are accounted for.
6. Include all Village provided archived project “as-constructed” information in the design documents.
7. Value Engineering of each proposed Component project concept plan to determine if any cost savings measures are available. (The Village intends to resurface all roadways within the project limits on a separate contract in fall 2023.)
8. For Location 1 and 2, in progress drawings showing water main layout and appurtenances, roadway design and storm sewer improvements (Plan, Utility & Profiles), Quantities, Specifications, Details, Cost Estimate, etc. (75% Complete) to be reviewed/approved by Village staff. Five (5) hard copies of each will be provided; all drawings will be full-sized (24” x 36”). One electronic copy (pdf format) of each will also be provided. Note, this scope of work in Phase 1 in order to expedite permit acquisition.

Attachment: Exhibit B - Watermain Design Contract (6671 : A Resolution Authorizing an Agreement for Engineering Design for Watermain &

9. For Location 1 and 2, identification and initial submittal of all required and applicable remaining Permits, including, but not limited to the Metropolitan Water Reclamation District of Greater Chicago (MWRDGC), Illinois Environmental Protection Agency-National Pollutant Discharge Elimination System (IEPA-NPDES), CCDD forms (IEPA LPC-662/663), North Cook County Soil & Water Conservation District (NCCSWCD, etc.)
10. For Location 3, provide electronic drawings in 2018 AutoCAD Civil3D format, inclusive of an existing 3D surface model with ground contours at 1-foot intervals generated from the field survey data, saved on a USB flash drive as a final deliverable.

B. PHASE 1B - EASTWOOD LANE AND LARRABEE LANE BOUNDARY SURVEY

1. GHA will obtain title commitments for 10 parcels between Eastwood Lane and Larrabee Lane in an effort to identify any recorded documents that grant utility and roadway easements within the project area. These 10 title commitments will supplement the information already provided to us by the Village. GHA will mobilize a survey crew led by an Illinois Professional Land Surveyor to perform and prepare a Boundary Survey for the project area and establish the limits of any known, recorded easements.

C. PHASE 1C - EASTWOOD LANE AND LARRABEE LANE LEAD SERVICE LINE NOTIFICATIONS

1. GHA will assist the Village in preparing/modifying letters to property owners with a lead service line. It is our understanding that the Village intends to move towards a cost sharing model of the full replacement of these lead services.

D. PHASE 2 - FINAL ENGINEERING/BID PACKAGE:

1. Final Engineering Drawing Set (including, but not limited to Cover Sheet, Index of Sheets, General Notes, Summary of Quantities, Schedule of Quantities, Typical Sections, Removal Plans, Roadway Plans/Profiles, Staging Plans, Traffic Control & Protection, Grading Plans, SWPPP, Drainage and Utility Plans/Profiles, Utility Crossing Data at all Major Locations, Sewer Profiles, Cross-Sections, Tree Removal & Preservation Plan, Restoration/Landscape Plan, Tree Plantings, Details, etc.) and Final Construction Estimate. Ten (10) hard copies of each shall be provided. All drawings will be full-sized (24" x 36"). One electronic copy (pdf format) of each drawing along with the raw design files (dwg format) will also be provided. Separate plan sets will be required for Project Locations 1 & 2.
2. Coordination with residents through letters and meetings.
3. Obtain all other required and applicable Permits, including, but not limited to the MWRDGC, CCDD forms (IEPA LPC-662/663), North Cook County Soil & Water Conservation District (NCCSWCD, etc.)
4. Assist in preparation of Construction Contract and provide all Specific Project Specifications and Special Provisions. Note that general conditions and other "front end" Contract documents will be provided by Village. Separate bid packages will be required for Project Locations 1 & 2.
5. Administer Project Informational Meeting with Impacted Property Owners and other Stakeholders.

Attachment: Exhibit B - Watermain Design Contract (6671 : A Resolution Authorizing an Agreement for Engineering Design for Watermain &

E. PHASE 3 - COMPETITIVE BIDDING PROCESS:

1. Assist Village in Competitive Bidding Process with Area Contractors by:
   a. Answering technical questions from contractors during bidding process.
   b. Issuing any Addendums, if necessary.
   c. Reviewing first and second low bidder references, similar work history and availability.

II. Price Schedule

Based upon the scope of services noted above, GHA proposes to invoice (using the attached hourly rates) the Village of Northbrook on a not-to-exceed (NTE) fee basis. Reimbursable expenses, including items such as printing, messenger service, daily vehicle charge, mileage, etc. will be billed to the client without markup. Subconsultant invoices will have a 10% fee added to them. Invoices will be submitted monthly and will detail services performed.

Professional Services	**NTE Fee**
Location 1 (Hunting Subdivision) Water Main	$190,052
Location 1 (Hunting Subdivision) Roadway	$27,732
Location 2 (Ridge, Wendy, Daryl, Larrabee & Eastwood) Water Main	$105,112
Location 3 (Northbrook Park) Existing Conditions Survey	$49,366
Location 2 (Larrabee & Eastwood Only) Easement Survey	$10,750
Location 2 (Larrabee & Eastwood Only) Lead Service Line Notifications	$3,500
Total Not-to-Exceed Fee	**$386,512**

Attachment: Exhibit B - Watermain Design Contract (6671 : A Resolution Authorizing an Agreement for Engineering Design for Watermain &

GEWALT HAMILTON ASSOCIATES, INC.
PROFESSIONAL SERVICES HOURLY RATE GUIDE:
2023

The following rates will remain in effect until December 31, 2023, at which time they are subject to an annual increase:

PRINCIPAL	$ 260.00
CIVIL ENGINEER VI	$ 230.00
CIVIL ENGINEER V	$ 218.00
CIVIL ENGINEER IV	$ 202.00
CIVIL ENGINEER III	$ 180.00
CIVIL ENGINEER II	$ 170.00
CIVIL ENGINEER I	$ 148.00
LAND SURVEYOR IV	$ 200.00
LAND SURVEYOR III	$ 165.00
LAND SURVEYOR II	$ 145.00
LAND SURVEYOR I	$ 135.00
GIS PROFESSIONAL III	$ 190.00
GIS PROFESSIONAL II	$ 156.00
GIS PROFESSIONAL I	$ 148.00
ENVIRONMENTAL CONS. I	$ 138.00
ENGINEERING TECHNICIAN V	$ 210.00
ENGINEERING TECHNICIAN IV	$ 160.00
ENGINEERING TECHNICIAN III	$ 142.00
ENGINEERING TECHNICIAN II	$ 125.00
ENGINEERING TECHNICIAN I	$ 95.00
ACCOUNTING II	$ 182.00
ACCOUNTING I	$ 125.00
ADMINISTRATIVE I	$ 88.00

Services provided under this Agreement will be billed according to the rates in effect at the time services are rendered.

Attachment: Exhibit B - Watermain Design Contract (6671 : A Resolution Authorizing an Agreement for Engineering Design for Watermain &

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ATTACHMENT C

SCHEDULE

Final Completion/Project Acceptance – April 30, 2022, plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.

Key Dates:

Award contract and start work:	May 1, 2023
Phase I Engineering Completed (Location 3)	October 1, 2023
Phase II Engineering Completed (Location 1 & 2)	December, 2023
Bid opening (Locations 1 & 2)	January 2024
Construction Start (Locations 1 & 2)	April 2024

Note: Written authorization from the Village is required before proceeding with each phase.

ATTACHMENT D

SPECIAL PROJECT REQUIREMENTS

1. Key Project Personnel Contact Information:

Name/Project Function:	Telephone:	E-Mail:
Leo X. Morand / Project Manager	847-821-6229	lmorand@gha-engineers.com
Brian Wesolowski / Project Advisor	847-821-6235	bwesolowski@gha-engineers.com

Attachment: Exhibit B - Watermain Design Contract (6671 : A Resolution Authorizing an Agreement for Engineering Design for Watermain &

MEMORANDUM
VILLAGE OF NORTHBROOK
PUBLIC WORKS

TO: CARA PAVLICEK, VILLAGE MANAGER

FROM: KELLY HAMILL, PUBLIC WORKS DIRECTOR

DATE: May 23, 2023

SUBJECT: A RESOLUTION AUTHORIZING THE SPRING 2023 PARKWAY TREE PLANTING PROGRAM

As part of its ongoing forestry program, the Village of Northbrook plants parkway trees in locations where a tree has been removed and to promote the quantity and diversity of trees in the urban forest. Trees can be removed for any of the following reasons:

- Disease or infestation;
- Developer obligations associated with building improvements; and
- Other (utility maintenance, accidents, warranty, etc.)

Additionally, residents can participate in the Village's parkway tree cost sharing program, which adds to the number of parkway trees in the community. Residents participating in the program currently contribute $175 toward the planting of a parkway tree at their property.

Funding for this program is taken from the General Fund, Fee In-Lieu of Reforestation account and Developer's Parkway Tree Escrow account. At times, the Village may also elect to purchase trees needed for restoration associated with capital projects through this program.

The "Fee In-Lieu of Reforestation" account is funded by fees collected from property owners and developers that elect to remove trees from their private property but not meet the required replanting obligation. These funds are used exclusively for replanting trees on public property within the Village.

Developers are often required to plant trees in the public parkway as part of their building permit. The Developer's Parkway Tree Escrow was established to collect the funds for planting trees under this program thereby ensuring quality trees are selected, planted and properly maintained.

The 2023 Spring program includes planting a total of 285 trees. The trees being planted include 103 for miscellaneous parkway tree replacements (including warranty replacements), 20 for developer obligations, 52 for participants of the cost-sharing program, and 110 new trees. With this program, the Village will have accomplished its goal of replacing any tree that it removed on a one-to-one basis..

Since 2008, the Village of Northbrook has participated in the Suburban Tree Consortium (STC), which is a coalition of 47 municipalities created to jointly purchase and plant parkway trees. Participation in the STC gives the Village access to competitive prices and a wider variety of high-quality parkway trees which can be planted in the spring or fall. Conducting spring and fall plantings allows the Village to replace the removed trees quickly and provides more opportunities for residents to participate in the parkway tree cost-sharing program.

Sufficient funding is available in the Fiscal Year 2023/2024 Budget for the Spring tree planting program. Funding for this year's Spring program totaling $122,050 is listed in the table below:

Fund	Account	Amount Budgeted	Amount Available	Amount Requested	Amount Remaining	Within Budget
Public Works - Parkway Maintenance	11-4100-531-80	$441,500	$249,578	$96,050	$153,528	Yes
Fee In-Lieu of Reforestation	11-0000-231-18	N/A	$22,343	$10,500	$11,843	Yes
Developer's Parkway Tree Escrow	61-0000-212-04	N/A	$31,284	$15,500	$15,784	Yes

Staff recommends approval of a Resolution authorizing the Spring 2023 Parkway Tree Planting Program and the Purchase of 285 Parkway Trees through the Suburban Tree Consortium in the amount of $122,050. Staff will be present at the Village Board of Trustees meeting to address any questions that may arise.

Resolution (ID # 6722)

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 Spring 2023 Parkway Tree Planting Program and the Purchase of 285 Parkway Trees through the Suburban Tree Consortium

is hereby adopted, as follows:

Section 1. Recitals.

The Village's Fiscal Year 2023/2024 Budget provides for the procurement of parkway trees. The Village of Northbrook plants parkway trees in locations where trees have been removed due to disease, infestation, utility maintenance or other reasons. This year's Spring program will involve the planting of 285 parkway trees ("***Spring 2023 Parkway Tree Planting Program***"). Sufficient funds are available in the Capital Forestry account (Account No. 11-4100-531-80), the "Fee in-Lieu of Reforestation" account (Account No. 11-0000-231-18), and the "Developer Tree" escrow account (Account No. 61-0000-212-04) for the Spring 2023 Parkway Tree Planting Program.

The Village of Northbrook is a member of the Suburban Tree Consortium ("***STC***"), a coalition of 47 municipalities created to jointly purchase parkway trees. Participation in the STC gives the Village of Northbrook access to competitive prices and a wider variety of high-quality parkway trees which can be planted in the spring and fall. The purchasing processes used by the STC satisfy the competitive bidding requirements of state law and the Village's purchasing policy.

Based on these factors, Village staff recommends that the Board authorize the procurement and planting of 285 parkway trees from the STC for the Spring 2023 Parkway Tree Planting Program in the not-to-exceed amount of $122,050.

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

Section 2. Authorization to Procure.

The Village Manager is hereby authorized and directed to execute such documents and make such payments as necessary to complete procurement of trees for the Spring 2023 Parkway Tree Planting Program in the amount of $122,050 as described in Section 1.

Scheduled: 5/23/2023

ATTEST:

_____
Village President

_____
Village Clerk

MEMORANDUM
VILLAGE OF NORTHBROOK
FIRE DEPARTMENT

TO: CARA PAVLICEK, VILLAGE MANAGER

FROM: ANDREW CARLSON, FIRE CHIEF

DATE: May 23, 2023

SUBJECT: A RESOLUTION AUTHORIZING AN AGREEMENT FOR S11 REFURBISHMENT WITH MAQUEEN EQUIPMENT

Pumper Squad 11 (Unit #57) is a 2017 Pierce Impel that operates in front line service as Squad 11 at Fire Station 11. The rear cab area layout of Squad 11 has been found to be inadequate and inefficient. Adjustments to the compartmentation and seating are necessary to improve the efficiency, operation, and standardization with the other fire apparatus.

The Fire and Public Works Department staff developed a scope of work which included relocation and/or replacement of cabinetry, seats, and safety systems such as seatbelts and airbags. The Northbrook Foreign Fire Insurance Board agreed to pay for this project. This project was originally approved by the Village Board at the March 14, 2023 Village Board meeting. After the work was completed, it was discovered that there had been a staff misunderstanding of the scope of work in the vendor's proposal which only included modifications to the driver's side of the vehicle. This resolution is to complete the work on the passenger side and will also be paid for by the Foreign Fire Insurance Board.

The systems and equipment to be modified are proprietary on Pierce fire apparatus and therefore the work must be completed at a Pierce authorized refurbishment center. The closest center is Peirce Midwest Regional Service Center in Weyauwega, WI where the original work was done. MacQueen Equipment of Aurora, IL is our sole source dealer for the repairs and they have provided a quote of $26,935 to complete the work.

The Foreign Fire Insurance Board approved a resolution on April 26, 2023 for a not to exceed amount of $35,000 to complete the work which includes funds to cover any unforeseen contingencies.

Staff recommends approval of a resolution authorizing the completion of the refurbishment of Squad 11, unit #57, by MacQueen Equipment of Aurora, IL in the not to exceed amount of $35,000 to be reimbursed by the Northbrook Foreign Fire Insurance Board.

Fire Department staff will be available at the May 23, 2023 Village Board meeting to respond to any questions if necessary.

Resolution (ID # 6723)

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 Pumper Squad Unit #57 with MaQueen Equipment of Aurora, IL

is hereby adopted, as follows:

Section 1. Recitals.

The Village's Foreign Fire Insurance Board has approved a resolution providing sufficient funds to reimburse the Village for the refurbishment of Squad 11 (Unit #57). The rear cab area of Unit #57 has been found to be inadequate and inefficient for personnel needs. Adjustments to the cab are necessary to improve the efficiency, operation, and standardization with other apparatus. The refurbishment will include replacing and reconfiguring the current seating, storage compartments, and safety features on the curb side of the cab to improve space and access for firefighters working on this apparatus (collectively, the "***Work***")

MacQueen Equipment of Aurora, IL ("***Vendor***") is the sole source authorized dealer for the refurbishment of Pierce fire apparatus at the Pierce Midwest Regional Service Center. The Vendor has provided a quote of $26,935.00 to complete the Work ("***Proposal***"). Staff recommends including authorization to approve change orders for the Work in the amount of $8,065.00 to address any contingencies that arise in the course of the work. The Village will pay for the Work and the Foreign Fire Insurance Board will reimburse the Village for the full amount.

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 Work. The Village Manager is hereby authorized and directed to execute such documents and make such payments as are necessary to complete the Work in the amount of $26,935.00.

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 $8,065.00, 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: 5/23/2023

ATTEST:

Village President

Village Clerk

Midwest Regional Refurbishment Center

816 Commercial Avenue
Weyauwega, WI 54983
Phone 920-867-2142
Fax 920-867-2624

Date: 04/19/2023

To: Northbrook Fire Department

From: Brian Bessette

Subject: Remove Passenger Side EMS Compartment

Chief,
The following is a list of additional defects identified during customer inspection of the Northbrook Fire Department, Pierce Impel Pumper #S11, Original #30596TR, Refurbishment #F7602

The list includes items that are not already included in the original scope of work.

I have provided an estimate for each item listed below. Please review the list and identify which items, if any, you would like us to repair by marking a YES in the yes/no box and send back to me with your written approval.

Item	Description	Cost	Yes / No
1.	**CABINET, EMS** The passenger's side crew cab EMS compartment will be removed and deleted. The passenger's side sheet will be removed and replace with a non-access panel. Panel will include non-opening window. Remove and reinstall the driver cab, crew cab doors, driver seat. Remove and reinstall driver side cab handrail and convex mirror.	$ 26,935.00	

Attachment: SQUAD 11 Refurb Quote Part 2 (6723 : A Resolution Authorizing an Agreement for S11 Refurbishment with MaQueen Equipment)

	REAR FACING PASSENGER 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. Reinstall original striping on new passenger's side panel. Add graphics to driver's and passenger's side crew cab window. "OUR FAMILY HELPING YOURS" Clean and wash unit after completion.		

Customer's Approval Signature: _____

Date: _____

Attachment: SQUAD 11 Refurb Quote Part 2 (6723 : A Resolution Authorizing an Agreement for S11 Refurbishment with MaQueen Equipment)

RESOLUTION NO. 23-FFR-1

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 PHASE II REFURBISHING OF SQUAD 11 TO MEET THE DEPARTMENT NEEDS NOT TO EXCEED $35,000

is hereby adopted as follows:

Section 1. Recitals.

The FY 2023/24 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 2023/24 provides sufficient funds in the Department Capital Outlay Account No. 113200-703-00 for department improvements.

On April 26th, 2023, the Foreign Fire Tax Board adopted Resolution 23-FFR-1 approving funds for Squad 11 phase II 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 phase II refurbishment of Squad 11 not to exceed $35,000.

PASSED: April 26th, 20023.

AYES:	(7)
NAYS:	(0)
ABSENT:	(0)
ABSTAIN:	(0)

ATTEST:

Chris Gorr, President
Foreign Fire Insurance Board

John Kulick, Secretary
Foreign Fire Insurance Board

Attachment: Foreign Fire S11 Resolution (6723 : A Resolution Authorizing an Agreement for S11 Refurbishment with MaQueen Equipment)

MEMORANDUM
VILLAGE OF NORTHBROOK
VILLAGE MANAGER'S OFFICE

TO: **BOARD OF TRUSTEES**

FROM: **CARA PAVLICEK, VILLAGE MANAGER**

DATE: **May 23, 2023**

SUBJECT: **A RESOLUTION APPOINTING A DELEGATE AND ALTERNATE TO IRMA**

As members of the Intergovernmental Risk Management Agency (IRMA) risk management pool, according to the pool bylaws, the Village is required to appoint a ***"Delegate"*** and ***"Alternate Delegate"*** to represent the Village's interest on the IRMA board. It is the recommendation of the Village Manager that the Village Board appoint Debbie Ford, Director of Administrative Services, as "Delegate", and Jill Velan, Senior Human Resource Generalist, as "Alternate Delegate".

Resolution (ID # 6729)

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 Appointing a Delegate and Alternate Delegate to the Intergovernmental Risk Management Agency (IRMA)

is hereby adopted, as follows:

The Village of Northbrook is a member of the Intergovernmental Risk Management Agency (IRMA).

The Contract and Bylaws of IRMA provides that member units of local government shall by majority vote of its corporate authorities select a Delegate and an Alternate Delegate to represent the Village of Northbrook on the Board of Directors of said Intergovernmental Agency.

BE IT RESOLVED by the CORPORATE AUTHORITIES, of the Village of Northbrook, Cook County, Illinois, as follows:

Section 1. Debra Ford, Director of Administrative Services, of the Village of Northbrook, is hereby appointed as ***"Delegate"*** to represent the Village of Northbrook on the Board of Directors of said Intergovernmental Risk Management Agency.

Section 2. Jill Velan, Senior Human Resource Generalist, of the Village of Northbrook, is hereby appointed as the ***"Alternate delegate"*** to serve if Debra Ford is unable to carry out the aforesaid duties as the representative of the Village of Northbrook to said Intergovernmental Agency.

Scheduled: 5/23/2023

ATTEST:

_____
Village President

_____
Village Clerk

MEMORANDUM
VILLAGE OF NORTHBROOK
POLICE

TO: CARA PAVLICEK, VILLAGE MANAGER

FROM: CHRISTOPHER KENNEDY, POLICE CHIEF

DATE: May 23, 2023

SUBJECT: A RESOLUTION EXTENDINGTEMPORARY SUSPENSION OF POLICE ALARM SERVICE CHARGES

At the Special Meeting of the Village Board of Trustees on November 29, 2022, the Village Board supported the temporary suspension of false police alarm service charges for residential properties through April 30, 2023, the end of the fiscal year. Staff recommended this step following an uptick in residential burglary activity to serve as an incentive for Northbrook residents to make full use of their privately-owned alarm systems.

On December 13, 2022, with Resolution 2022-124, the Village Board of Trustees approved the recommended temporary suspension through April 30, 2023.

Given ongoing residential burglary activity, Police Department staff now recommend that the suspension of residential false alarm service charges be extended through the end of Calendar Year 2023. This extension further encourages Northbrook residents to engage their privately-owned alarm systems whenever possible and ensure that their systems are in full working order without any hesitation caused by potential service charges.

The Police Department will continue to respond to any alarm incidents and residential alarm customers will continue to be notified of false alarm incidents. While false alarm service fees will not be charged during this time, alarm incident counts will be maintained for statistical purposes.

This action does not apply to requirements for alarm system registration and renewal. The fiscal impact of this temporary suspension is minimal, as billable residential alarm counts were only 16 percent of the total billable false alarm counts during the same period last year. There is no change proposed for commercial alarms.

Staff will be present at the May 23 Board of Trustees meeting, should any questions arise.

Resolution (ID # 6702)

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 Extending the Temporary Suspension of Police Alarm Service Charges for Residential Alarm Users

is hereby adopted, as follows:

Section 1. Recitals.

Chapter 3, Article 1, Section 3-43 of the Northbrook Municipal Code, as amended ("***Village Code***") imposes a service charge on residents and businesses with burglar alarms for multiple alarm occurrences within a calendar year. The purpose of these charges is to defray the Village's cost of police response to unwarranted or accidental alarm occurrences on a premises. The cost of the police alarm service charge is set forth in the Village's Annual Fee Ordinance, and is tiered based on the number of alarm occurrences in a calendar year.

On November 29, 2022 the Board of Trustees held a special meeting to discuss recent burglary activity in the Village and methods to incentivize the adoption and use of privately-owned alarm systems by residents. The Board of Trustees concluded that it would be in the best interest of the Village and its residents to enact a temporary suspension of police alarm service charges for residential alarm users for the remainder of the Village's 2022/2023 Fiscal Year. On December 13, 2022, with Resolution 2022-124, the Village Board of Trustees approved the recommended temporary suspension through April 30, 2023.

Police Department staff now recommends, in order to further encourage Northbrook residents to engage their alarm systems whenever possible and ensure that their systems are in full working order without any hesitation caused by potential service charges, that the temporary suspension of police alarm service charges for residential alarm users be extended for the remainder of Calendar Year 2023.

Section 2. Temporary Suspension of Police Alarm Service Charges.

The President and the Board of Trustees hereby direct and authorize the Village Manager to temporarily cease the imposition of police alarm service charges authorized pursuant to Section 3-43 of the Village Code for residential alarm users.

Section 3. Effective Period.

The suspension authorized in Section 2 shall continue to be in effect as of the passage and approval of this Resolution and shall conclude as of midnight on December 31, 2023, unless extended by action of the Board of Trustees.

Scheduled: 5/23/2023

ATTEST:

Village President

Village Clerk

MEMORANDUM
VILLAGE OF NORTHBROOK
POLICE

TO: CARA PAVLICEK, VILLAGE MANAGER

FROM: JASON BATALDEN, INTERNAL SERVICES ADMINISTRATOR

DATE: May 23, 2023

SUBJECT: A RESOLUTION AUTHORIZING AN AGREEMENT WITH DACRA TECH, LLC

The FY 2023/24 Village Budget includes funding for code enforcement and administrative adjudication software and services. Village staff is requesting the authorization to enter into an agreement with Dacra Tech, LLC for the provision of these services.

In 2018, the Village initiated a local administrative adjudication program which includes software to handle enforcement and adjudication of local ordinance violations. The Village contracted with Municipal Systems, Inc. of Palos Heights, IL for these software services. In 2022, MSI was purchased by a competitor, Dacra Tech, LLC of Rosemont, IL. While the Village had planned to upgrade to MSI's latest software offerings, DACRA has since eliminated MSI's software offerings for future use. As such, DACRA has proposed their own software for these purposes.

DACRA has demonstrated their ticketing and adjudication software for Police Department, Village Manager's Office and IT Department staff. While the adjudication process and corresponding software design is similar due to statutory requirements, staff feels that this software conversion will be a significant improvement to the functionality previously offered by MSI's product. Other software providers were sought through neighboring communities. However, only MSI and DACRA were identified as local experts in Illinois adjudication procedures and able to offer a complete ticketing through adjudication workflow. As the product offerings are also proprietary in nature, staff requests that the Village's formal bidding requirements be waived.

DACRA Tech, LLC is proposing a three-year agreement at a monthly cost of $2,500. A $5,000 one-time implementation fee will also be required. The total first year cost will be $35,000 and $30,000 in the second and third year. These fees include software maintenance and support for local ticket writing for public safety fines as well as housing code and other local ordinance violations. This same software will support the Village's adjudication/hearing system and provide interfaces with the Police records management system. The price quote includes a monthly usage fee based on the number of tickets issued, staff does not anticipate accruing any of these fees based on current ticket quantity.

Staff recommends that the Village Board authorize an agreement with Dacra Tech, LLC of Rosemont, IL for code enforcement and administrative adjudication software services. Sufficient funding is available in Account 11-1400-554-00. Staff will be present at the May 9 Board of Trustees meeting, should any questions arise.

Resolution (ID # 6667)

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 Waiving Competitive Bidding and Authorizing an Agreement with Dacra Tech, LLC of Rosemont, IL

is hereby adopted, as follows:

Section 1. Recitals.

The FY 2023/24 Village Budget includes funding for code enforcement and administrative adjudication software and services. Village staff is requesting the authorization to enter into an agreement with Dacra Tech, LLC for the provision of these services.

In 2018, the Village initiated a local administrative adjudication program which includes software to handle enforcement and adjudication of ordinance violations. The Village contracted with Municipal Systems, Inc. ("***MSI***") of Palos Heights, IL for these software services. In 2022, MSI was purchased by a competitor, Dacra Tech, LLC of Rosemont, IL (***"Vendor"***). While the Village had planned to upgrade to MSI's latest software offerings, the Vendor has since eliminated MSI's software offerings for future use. As such, the Vendor has proposed the Dacra software for these purposes.

The Vendor is proposing a three-year agreement (***"Agreement"***) for proprietary code enforcement and administrative adjudication software services (***"Services"***) at a monthly cost of $2,500. A $5,000 one-time implementation fee will also be required. The total first year cost will be $35,000 and $30,000 in the second and third year. These fees include software maintenance and support for local ticket writing for public safety fines as well as building code and other local ordinance violations. This same software will support the Village's adjudication process and provide interfaces with our Police Department records management system.

Due to the fact that the Services are proprietary and other local providers are unable to provide complete ticketing through adjudication workflow, staff recommends waiving the Village's competitive bidding requirements and authorizing the Agreement with the Vendor in the not-to-exceed amount of $95,000 over the three-year term of the Agreement.

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. Waiver of Competitive Bidding.

The requirement that competitive sealed bids be solicited for the Services shall be, and is hereby, waived.

Section 3. Approval of Agreement.

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

Manager and the Village Attorney.

Section 4. Approval of Expenditure.

The Village Manager and Village Clerk are 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 the not to exceed amount of $95,000 for the three-year term of the Agreement.

Scheduled: 5/23/2023

ATTEST:

Village President

Village Clerk

DACRA TECH LLC MASTER SOFTWARE LICENSING AGREEMENT

This MASTER SOFTWARE LICENSING AGREEMENT (this "**Agreement**") is dated _____ (the "**Effective Date**") by and between Dacra Adjudication Systems, LLC d/b/a Dacra Tech, LLC, a Delaware limited liability company, ("**Dacra**"), and [The Village of Northbrook] (the "**Municipality**"), and together with DACRA collectively, the "**parties**").

RECITALS

WHEREAS, Dacra is engaged in the business of developing, managing and deploying municipal software applications, including but not limited to, a flagship citation issuance and adjudication system as well as other software tools and services including, e-Citation, Adjudication, Tow Management, and Fine Payment Processes; and

WHEREAS, the Municipality desires to utilize certain services of Dacra under the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the covenants and conditions set forth in this Agreement and in consideration for the use of the Services by the Municipality;

AGREEMENT

1. Standard Terms and Conditions. The parties hereby incorporate by reference into this Agreement the foregoing recitals as well as the Master Terms and Conditions as set forth within **Exhibit A** (the "**Master Terms and Conditions**").

2. Services. The Municipality hereby retains certain software services from Dacra as set forth within **Exhibit B** (the "**Services**").

3. Pricing. In exchange for the use of the Services, the Municipality will be billed Fees as set forth within **Exhibit C** (the "**Fees**").

4. Term. The term of this Agreement (the "**Term**") shall be three (3) years and shall commence on the Effective Date. This Term of this Agreement shall automatically renew for successive periods of one year each at the then current pricing absent written notice by one party to the other party not less than 60 days prior to the expiration of the Term then in effect. Municipality will be notified of the then current pricing no less than 120 days prior to the expiration of the term.

5. Notices. Any notices or communications required or permitted to be given by this Agreement must be given in writing and personally delivered; or mailed by prepaid, certified mail, or courier; or transmitted by electronic mail transmission (including PDF) to whom such notice or communication is directed, to the mailing address or regularly monitored electronic mail address of such party as follows:

If to the Municipality:

Village of Northbrook
Attention: Jason Bataldan
1401 Landwehr
Northbrook, IL 60062
Email: Jason.Batalden@northbrook.il.us

If to Dacra:

Dacra Tech, LLC
Attention: Dave Braner, CEO
707 Osterman Ave., Unit 1693
Deerfield, IL. 60015
Email:David.Braner@Dacratech.com

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

Attachment: Northbrook - Dacra Tech Master Service Agreement - 5-11-23 (6667 : A Resolution Authorizing an Agreement with Dacra Tech,

Dacra Tech, LLC
a Delaware limited liability company

By: _____
Name (print):
Title:
Date:

Village of Northbrook
an Illinois municipal corporation

By: _____
Name:
Title:
Date

[Signature page to Master Software Licensing Agreement]

Attachment: Northbrook - Dacra Tech Master Service Agreement - 5-11-23 (6667 : A Resolution Authorizing an Agreement with Dacra Tech,

EXHIBIT A
MASTER TERMS AND CONDITIONS

A. Limited License Granted
Municipality is hereby granted during the Term of this Agreement, a nonexclusive, non-assignable, royalty free, limited license (the "**License**") to use the Services (including access to any software owned by Dacra as encompassed within the Services) solely for the Municipality's ordinance and code compliance purposes and subject to the terms of the Agreement.

B. Third-Party Agreements
Municipality hereby agrees that it may be required to enter into one or more additional contracts at the sole expense of Municipality with one or more third-party vendors in order to use and/or maximize some features of the software provided by Dacra such as the Municipality's online payment processor or the Municipality's collection agency.

C. Data
Municipality at all times will retain sole ownership of its Municipal Data. The term "**Municipal Data**" refers to all citation and hearing data collected on behalf of the Municipality with respect to the Services. Dacra at all times retains the right and license during the Term to access the Municipal Data and to grant certain identified third parties access to the Municipal Data only as necessary in order to use and/or maximize some features of the software provided by Dacra such as the Municipality's online payment processor or the Municipality's collection agency. Upon termination of the Agreement, DACRA will provide You an electronic copy of Your Data within sixty days after the effective date of termination.

D. Dacra's Intellectual Property
Dacra or its licensors retain all ownership and Intellectual Property Rights in and to the Services, including any software, algorithms, programs, tools, code or instrumentalities encompassed therein in any manner and/or relating to the Services as utilized by the Municipality. Additionally, Dacra retains all ownership and Intellectual Property Rights to anything (including without limitation software and written product) delivered under the Agreement, including any future developments thereof, regardless of whether any Municipal employees or agents, had any input or in any way assisted in any such new development. Municipality hereby acknowledges that it may not:

(i) Allow access to the Services available in any manner to any third-party or for any purpose not authorized by this Agreement unless such access is expressly permitted in writing by Dacra;

(ii) Copy, reproduce, distribute, republish, download, display, post or transmit in any form or by any means, any materials provide by Dacra; and

(iii) Modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the Services (the foregoing prohibition includes but is not limited to review of data structures or similar materials produced by programs).

As utilized herein, the phrase "**Intellectual Property Rights**" shall include, without limitation, all patent, trademark, trade secret and copyrights relating in whole or in part to the Services and whether such right arises by registration with the United States Patent & Trademark Office (the "USPTO"), through the United States Library of Congress, with any state or municipal body and/or arising by common law or statute, including without limitation the Illinois Trade Secrets Act, 765 ILCS 1065 et seq or the Defend Trade Secrets Act of 2016.

E. Further Assurances
Municipality further agrees to reasonably cooperate, upon request by Dacra, as may be reasonably necessary to effectuate the intent of the parties to this Agreement in accordance with the terms of this paragraph D, including, without limitation, a future assignment of Intellectual Property Rights.

Attachment: Northbrook - Dacra Tech Master Service Agreement - 5-11-23 (6667 : A Resolution Authorizing an Agreement with Dacra Tech,

Attachment: Northbrook - Dacra Tech Master Service Agreement - 5-11-23 (6667 : A Resolution Authorizing an Agreement with Dacra Tech,

F. Pricing and Billing

The Fee set forth in the Agreement will remain fixed during the Term absent a written amendment signed by the parties. For any partial month during the Term, the Fees shall be prorated based on the number of days that the Services were provided for such month. Dacra may audit Municipality's use of the Services. Municipality hereby agrees to cooperate with Dacra's audit and provide reasonable assistance and access to information. All payments shall be made in accordance with the Illinois Local Government prompt Payment Act (50 ILCS 505/1-9).

G. Termination

Dacra may immediately suspend the License in the event: Municipality fails to pay any sums due Dacra under the Agreement within ten (10) days after written notice from Dacra of the payment default. Either party to this Agreement may terminate the Agreement in the event of a breach of this Agreement the other party which is not cured within 10 days of written notice thereof. In the event of such termination by Dacra, Municipality agrees to pay all undisputed fees due Dacra which accrue or are incurred prior to the termination of the Agreement.

H. Limitation of Liability

TO THE EXTENT NOT PROHIBITED BY LAW, DACRA HEREBY DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. NEITHER PARTY SHALL BE LIABLE HEREUNDER FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF REVENUE OR PROFITS. THE PARTIES AGREE THAT DACRA'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THE SERVICES, OR THE AGREEMENT, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL IN NO EVENT EXCEED, IN THE AGGREGATE, THE GREATER OF: (A) THE TOTAL AMOUNTS ACTUALLY PAID TO DACRA FOR THE SERVICES IN THE TWENTY-FOUR (24) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM; OR (B) SUCH AMOUNT OF CLAIMED DAMAGES THAT ARE ACTUALLY COVERED AND PAID IN FULL BY AN INSURANCE CARRIER PROVIDING INSURANCE TO DACRA UNDER THE TERMS OF A POLICY OF INSURANCE CARRIED BY DACRA AS REQUIRED UNDER THE TERMS OF THE AGREEMENT, (THE "**LIMITATION OF LIABILITY**"). MUNICIPALITY HEREBY ACKNOWLEDGES THAT DACRA DOES NOT GUARANTEE THAT THE SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED.

I. Other

(i) Nothing contained in this Agreement shall be construed as creating a joint venture, partnership, or employment relationship between the parties, nor shall either party have the right, power, or authority to create any obligation or duty, express or implied, on behalf of the other.

(ii) Upon the full execution of this Agreement, all prior agreements, if any, shall terminate and be of no further force and effect, and shall be superseded and replaced in their entirety by this Agreement.

(iii) Neither party may assign this Agreement without the other party's prior written consent, which will not be unreasonably withheld.

(iv) Municipality shall obtain at its sole expense any rights and consents from third-parties

necessary for and identified by Dacra and its subcontractors to perform the Services under the Agreement.

(v) The Agreement is governed by the substantive and procedural laws of Illinois. All disputes shall be resolved solely in the Circuit Court of Cook County, Illinois.

(vi) Except for actions for nonpayment or breach of Dacra's proprietary rights, no action, regardless of form, arising out of or relating to the Agreement may be brought by either party more than two years after the cause of action has accrued.

(vii) Neither party to this Agreement shall be responsible for failure or delay of performance if caused by: an act of war, hostility, pandemic, or sabotage; act of God; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancellation of any export or other license); other event outside the reasonable control of the obligated party.

(viii) This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, and each of which together shall constitute a single instrument. Copies of this Agreement (as well as any documents related to this Agreement) signed and transmitted by a party by electronic transmission shall be deemed for all purposes as containing the original signature of the transmitting party and legally binding upon such transmitting party.

(ix) Dacra may publish that the Municipality utilizes one or more Services of Dacra only upon prior written consent of Municipality.

J. Maintenance and Support

Dacra shall provide the following maintenance and support as a component of the Services using guidelines, structures, and materials meeting the following criteria:

(i) Training. As part of the start-up and implementation phase of the delivered Services, all users will be trained on the use of the Services through a combination of in-person and/or webinars and recorded training video sessions for all users not able to participate in the initial training sessions. Additional training provided beyond the start-up phase will be quoted and agreed to in writing.

(ii) Support. Dacra shall provide access to live support to a designated user of Municipality available via e-mail or phone during Dacra's normal business hours. The Dacra support team will be fluent in the functionality of the system.

(iii) Exclusions. Dacra updates the Service on an as needed basis from time-to-time to implement bug fixes, if any, and enhanced functionality to the existing Service such as additional reporting and enhanced user interface. Notwithstanding the forgoing, all provision and maintenance of hardware and software, including but not limited to laptop computers, desktop computers, printers, modems & routers and software to operate the hardware such as operating systems, and browsers [Google Chrome, Microsoft Edge, IOS] necessary to run the Service, are the sole cost and responsibility of Municipality.

1. Outage Discounts: Should the DACRA service be inaccessible for any period of time, excluding any planned maintenance and circumstances beyond DACRA's control, a license fee credit may be applicable. Any outage is counted from the time of notification to DACRA until the time of resolution (again, excluding any planned maintenance and circumstances beyond DACRA's control). To calculate a potential discount, the number of minutes for all outages in one month are added together ("Monthly Minutes"). These are then subtracted from the total number of minutes in one month, to arrive at the total amount of "Uptime

Attachment: Northbrook - Dacra Tech Master Service Agreement - 5-11-23 (6667 : A Resolution Authorizing an Agreement with Dacra Tech,

Minutes". These Uptime Minutes are then divided by the Monthly Minutes to arrive at an "Uptime Percentage." Discounts based on this are as follows:

Uptime Percentage	Discount
Greater than 99.9 %	0 %
Between 99.0-99.89 %	5 %
Between 97.0-98.99 %	10 %
Between 95.0-96.99 %	15 %
Less than 95.0 %	25 %

2. Continuity of Service. Dacra, as part of its commitment to the continuity of the Services, shall maintain the following service level that details the minimum customer support standards to be followed for issues, both major and minor, as well as, any modifications made to the Service from time-to-time. As part of the Service, Dacra will create an alert email distribution group for use by the Municipality to send notification of issues as they arise. Municipality may also contact Dacra via phone.

Dacra will respond to Municipality initiated issues in accordance with the following levels:

(i) MAJOR - The Service is down or precludes the Municipality from successful operation of the total system and requires immediate attention (the "Downtime") (for example, the Municipality is unable to connect, via an approved internet browser, to the Service).

(ii) MINOR - A minor issue exists with the Service, but the majority of the functions are still usable, and some circumvention may be required to provide service (for example, subcommand gives an incorrect response). Also includes minor issues or questions that do not affect the Service function (for example, the text of a message is worded poorly or misspelled).

3. Uptime Initiative. Dacra shall make reasonable efforts to maintain the Services such that the Services will be operational and accessible by the Municipality's users a minimum of 99% of the time, not including maintenance which will be scheduled with Municipality in advance and will be kept to an absolute minimum.

K. Insurance Requirements

Dacra shall maintain during the entire term of the Contract, the following insurance coverages:

(i) Commercial General Liability: $1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. The general aggregate shall be $2,000,000 per project.

(ii) Professional Liability: $1,000,000 single limit for errors and omissions, professional / malpractice liability.

(iii) Worker's Compensation and Employers' Liability: As required by Illinois law.

(iv) Umbrella Liability: $1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage.

Attachment: Northbrook - Dacra Tech Master Service Agreement - 5-11-23 (6667 : A Resolution Authorizing an Agreement with Dacra Tech,

L. Confidential Information. In the performance of this Agreement, Dacra may have access to or receive certain information in the possession of the Municipality that is not generally known to members of the public (***"Confidential Information"***). Confidential Information includes, without limitation, proprietary information, copyrighted material, personal or private data of every kin, financial information, health records and information, maps, and all other information of a personal nature. Dacra must not use or disclose any Confidential Information without the prior written consent of the Municipality. If Dacra has any doubt about the confidentiality of any information, then Dacra must seek a determination from the Municipality regarding the confidentiality of the information. Dacra and all of its personnel and subcontractors must make and apply all safeguards necessary to prevent the improper use or disclosure of any Confidential Information. At the expiration or termination of this Agreement, Dacra must promptly cease using, and must return or destroy (and certify in writing destruction of), all Confidential Information, including all copies, whether physical or in any other form, in its possession. Dacra may not transfer to, store in, or otherwise allow work product containing Confidential Information to be located in any location, whether physical or digital, not under the control of Dacra. If Dacra is required, by any government authority or court of competent jurisdiction, to disclose any Confidential information, Dacra must immediately give notice to the Municipality with the understanding that the Municipality will have the opportunity to contest the process by any means available to it prior to submission of any documents to a court or other third party. Dacra must cause all of its personnel and subcontractors to undertake and abide by the same obligations regarding Confidential Information as Dacra.

M. Freedom of Information Act and Local Records Act. Dacra acknowledges that this Agreement, all documents submitted to the Municipality related to this Agreement, and records in the possession of Dacra related to this Agreement or the Services may be a matter of public record and may be subject to the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq*., and any other comparable state or federal laws now existing or adopted later (collectively, the ***"Disclosure Laws"***). In the event that the Municipality requests records from Dacra, Dacra shall promptly cooperate with the Municipality to enable the Municipality to meet all of its obligations under the applicable Disclosure Law. Dacra acknowledges and agrees that the determination as to whether information in the records is exempt from disclosure or should be released to the public will be made by the Municipality in its sole and absolute discretion.

N. Injunctive Relief. In the event of a breach or threatened breach of this Paragraph N, the Municipality may suffer irreparable injury not compensable by money damages and would not have an adequate remedy at law. Accordingly, Dacra agrees that the Municipality will be entitled to seek immediate injunctive relief to prevent or curtail any breach, threatened or actual. The rights provided under this Paragraph N are in addition and without prejudice to any rights that the Municipality may have in equity, by law or statute. Dacra will fully cooperate with the Municipality in identifying the scope of any improper use or dissemination of data protected by this Paragraph N and will assist the Municipality in any notification efforts required by law.

O. Dacra warrants that the Services will be performed in accordance with the highest standards of professional practice, care, skill, and diligence practiced by recognized consulting firms or licensed and accredited professionals in performing services of a similar nature. This warranty is in addition to any other warranties expressed in this Agreement, or expressed or implied by law, which are reserved unto the Municipality. Any of the Services required by law or by this Agreement to be performed by licensed professionals will be performed by professionals licensed by the State of Illinois to practice in the applicable professional discipline.

P. Dacra's Ability to Perform. represents that it is financially solvent, has the necessary financial resources, has sufficient experience and competence, and has the necessary capital, facilities, organization, and staff necessary to provide, perform, and complete the Services in accordance with this Agreement and in a manner consistent with the standards of professional practice by recognized consulting firms providing services of a similar nature.

Attachment: Northbrook - Dacra Tech Master Service Agreement - 5-11-23 (6667 : A Resolution Authorizing an Agreement with Dacra Tech,

Q. Authorization. The execution, delivery and performance by Dacra of this Agreement has been duly authorized by all necessary corporate action, and does not and will not violate its organizational documents, as amended and supplemented, any of the applicable requirements of law, or constitute a breach of or default under, or require any consent under, any agreement, instrument, or document to which Dacra is now a party or by which Dacra is now or may become bound.

R. Company Background. The information disclosed by Dacra regarding its corporate structure, financial condition, expertise, and experience is true and correct. Dacra will promptly notify Municipality in writing of any material change to Dacra's corporate structure or financial condition, including without limitation to change in ownership or control.

S. Conflict of Interest. Dacra represents and certifies that, to the best of its knowledge no Municipality employee, official, or agent has an interest in the business of Dacra or this Agreement.

T. No Collusion. Dacra represents and certifies that Dacra is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Dacra is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 et seq. of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 et seq.; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 2012, 720 ILCS 5/33E-1 et seq. Dacra represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the Municipality prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it is found that Dacra has, in procuring this Agreement, colluded with any other person, firm, or corporation, then Dacra will be liable to the Municipality for all loss or damage that the Municipality may suffer, and this Agreement will, at the Municipality's option, be null and void.

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

V. No Default. Dacra is not in arrears to the Municipality under any debt or contract and is not in default as surety, contractor, or otherwise to any person, unless as disclosed to the Municipality in writing.

W. No Legal Actions Preventing Performance. As of the Effective Date, Dacra has no knowledge of any action, suit, proceeding, claim or investigation pending or to its knowledge threatened against Dacra in any court, or by or before any federal, state, municipal, or governmental department, commission, board, bureau, agency, or instrumentality, domestic or foreign, or before any arbitrator of any kind, that, if adversely determined, would materially affect Dacra's ability to perform its obligation under this Agreement.

X. Patriot Act Compliance. Dacra represents and warrants to the Municipality that neither Dacra nor any of its principals, shareholders, or other employees or officials (collectively ***"Personnel"***) is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. Dacra further represents and warrants that Dacra and its Personnel are not directly or indirectly engaged in or facilitating transactions related to this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. Dacra must, and will, defend, indemnify, and hold harmless the Municipality and its officials, officers, authorities, and all Municipality elected or appointed officials, officers, employees, agents, representatives, and attorneys from and against every claim, damage, loss, risk, liability, and expense (including attorneys' fees and costs) arising from or related to any breach of the representations and warranties in this Paragraph X.

Y. Indemnification. Dacra agrees to, and does hereby, hold harmless and indemnify the Municipality and all Municipality elected or appointed officials, officers, employees, agents, representatives, engineers, and

Attachment: Northbrook - Dacra Tech Master Service Agreement - 5-11-23 (6667 : A Resolution Authorizing an Agreement with Dacra Tech,

attorneys, from any and all claims that may be asserted at any time against any of those parties in connection with this Agreement or Dacra's performance, or failure to perform, all or any part of the Services; provided, however, that this indemnity does not, and will not, apply to willful misconduct or gross negligence on the part of the Municipality.

Z. No Personal Liability. No elected or appointed official, or employee of the Municipality will be personally liable, in law or in contract, to Dacra as the result of the execution and performance of this Agreement.

Attachment: Northbrook - Dacra Tech Master Service Agreement - 5-11-23 (6667 : A Resolution Authorizing an Agreement with Dacra Tech,

EXHIBIT B

SERVICES REQUESTED BY MUNICIPALITY

The Dacra Services included in this Agreement are the Municipal Enforcement Adjudication Module, Mobile State & Municipal e-Citation Module, and Police Patrol Module which will be deployed to the Municipality with the functionality stated hereunder.

DACRA MUNICIPAL ENFORCEMENT SYSTEM FEATURES
January 31, 2023

Dacra streamlines the complicated local violation enforcement processes for counties and municipalities, from police, fire, health, and code enforcement, to building and zoning, and more. Dacra is a web-based unified e-citation and administrative adjudication management system which helps you effortlessly manage your violations, from complaint to collections while protecting and increasing violator's due process rights. The following features are available with the Dacra Municipal Enforcement System:

Dacra System Architecture and Security

- **Architecture**
  - Web-based platform that works on standard hardware
  - .NET stack with SQL back end separated from the front end via entity framework services
  - Bi-directional sync data integration with IUCS LEADER
  - JSON APIs available as well as numerous government and public safety software system integrations

- **Security**
  - Dacra is hosted in Azure Government Cloud, a restricted cloud dedicated to government services. Azure Government Cloud provides the highest level of security and compliance to include SOC2, PCI, ISO, etc.
  - Criminal Justice Information Services (CJIS) compliant
  - Single Sign On (SSO) authentication available
  - Extensive citation auditing features, tracks changes to a citation after it has been issued, recording both original and changed values, the logged in user, and date and time of any change

- **Hardware Required**
  - Requires Google Chrome/ Microsoft Edge access
  - Windows based devices required is utilizing LEADS integrated
  - iPads preferred for handheld ticketing
  - Compatible with either 4" or 8 ½" Printers

Municipal Enforcement Adjudication Module

- **Municipal Enforcement Citation Tools:** Create local ordinance administrative adjudication cases easily with features customized for the following:
  - Local Ordinance/Compliance/Animal/Building Code Ticketing
  - "3-Click" Parking Ticketing
  - Unpaid Utility/Ambulance Fee Violations
  - Citation Auditing and Expungement Tools

- **Complete Hearing Management Tools:** Efficiently manage violation notices, unified administrative hearings, and final determination notices with features such as:
  - Variable Hearing Notices by Department
  - Multiple Concerned Party Notification
  - Hearing Room Management and FDO Issuance
  - Batch Process Hearing Officer Tools

Attachment: Northbrook - Dacra Tech Master Service Agreement - 5-11-23 (6667 : A Resolution Authorizing an Agreement with Dacra Tech,

- **Extensive Fine Tracking and Payment Tools:** Dacra automatically monitors unpaid citations and escalates fines accordingly. Along the way fines can be paid through a variety of in-person and online tools and integrations.
    - Complex Fine Structure Tracking
    - Online Payments with Partial Payment Capability

Mobile State and Municipal E-Citation Module

- **State of Illinois E-Citations:**
    - Issue and print Illinois citations, updated to Administrative Office of Illinois Courts standards:
        - Illinois AOIC Compliant Electronic Uniform Citation
        - Illinois AOIC Compliant Electronic Overweight Citation
        - Illinois AOIC Compliant Electronic Civil Law Citation
        - Cook County "Y" Citation Format
    - County Citation Transmittal Forms for Select Circuit Courts

- **Mobile Municipal Enforcement Adjudication Citation Tools:**
    - Issue and print local ordinance citations:
        - Parking Citations – Multiple entry methods to speed parking citation issuance
        - Animal – Track animal specific information with violator history available
        - Compliance Violations – Department specific ordinance compliance citations
        - Tow Ticketing – Issue administrative tow seizure and hearing notices
        - Legacy Tickets – Historical citation data can be imported for violation payment

- **CAD LEADS Integration**: Dacra integrates with your CAD vendor to allow citation auto-population of driver and vehicle data from the Dacra LEADS queue.

- **Additional Citation Features:**
    - Easily create additional "companion" violations for the same violator with one click
    - Agency defined mandatory field completion
    - Statute/Ordinance "Easy Search" Functionality
    - Offense location and respondent GPS mapping tools
    - Citation digital evidence record storage
    - Extensive citation data analytics and mapping capability

- **Illinois TSS/RP and Pedestrian Stop Data Collection**:
    - Easily collect traffic stop data to reduce entry time and generate Illinois S.O.S Reports for uploading.
    - Collect the requisite data and generate a pedestrian stop receipt as required within Illinois.

- **Violator History Reports**:
    - Citation and warning history summary displayed to issuing officer with ability to investigate detail with one click.
    - Effectively manage expungements for violations as required by state and local rules.

- **Hand-Held Ticketing:**
    - Dacra's "3 Click" Parking Ticket feature provides the industry's fastest way to accurately issue a parking violation via tablets complete with photo evidence.

Police Patrol Management Module

- **Towed Vehicle Management Tools**
    - **Abandoned Vehicle Tracking**: Identify and track abandoned vehicles with required notices and follow-up reports.

Attachment: Northbrook - Dacra Tech Master Service Agreement - 5-11-23 (6667 : A Resolution Authorizing an Agreement with Dacra Tech,

- **Police Tow and Impound Inventory Management**: Creates and process tow receipts, vehicle search record, concerned party notices, tow yard inventory audit logs, and Certificates of Purchase management.
- **Administrative Tows:** Dacra manages tow and violation data from the issuance of the seizure/administrative hold, through payment, and into the hearing, ensuring violator due process and reducing department risk.
- **Tow Holds:** Tow "holds" can be applied to a vehicle, restricting the release of that vehicle until the investigative, insurance, DUI and other such holds are removed.

- **Officer Docs:** Store, issue, and print single use documents needed for the police patrol environment from the squad.

- **Crime Prevention Notices:** Customize, issue, and track Crime Prevention Notices to communicate areas of concern to residents. Extract data later to send notices to residents that need to be aware of community concerns.

- **Night Parking Permits:** Issue night park permits online via secure algorithm. Provide real-time notification of night park permits to officers, ensuring a seamless, convenient process for the parker, and the officer.

DACRA 3rd Party Integrations

- **API/Interface Set-Up and Configuration:** Dacra custom integrations will provide omni-directional or bi-directional interfaces to 3rd party vendors to increase the efficiency of the System. The functionality is defined hereunder with associated pricing defined in **Exhibit C**.

Attachment: Northbrook - Dacra Tech Master Service Agreement - 5-11-23 (6667 : A Resolution Authorizing an Agreement with Dacra Tech,

EXHIBIT C
FEES PAID BY MUNICIPALITY

In exchange for the use of the Dacra Services included in **Exhibit B**, Municipality will pay Fees including a Monthly Service Fee, and applicable Integration Fee(s) hereunder:

A. Service Set-Up Fee: In exchange for the set-up and configuration of the Services defined in **Exhibit B**, and upon execution of this agreement, the Municipality will pay a $5,000.00 fee.

B. Monthly Service Fee: In exchange for the monthly use of the Services defined in **Exhibit B**, and upon Dacra Go-Live date, the Municipality will be billed a Monthly Service Fee calculated by totaling the below Monthly Licensing Fee for the modules licensed and the Monthly Usage Fee for citations issued that month.

Monthly Service Fee = Monthly Licensing Fee + Monthly Usage Fee	**Monthly Service Fee**
Monthly Licensing Fee – *Adjudication, e-Citation, and Police Patrol Modules*	
Year 1:	$2,500
Year 2:	$2,500
Year 3:	$2,500
Monthly Usage Fee – *Calculated by totaling fees for citations issued that month*:	
- Adjudication Citations Issued That Month – 500 included at no cost	$3.00 each
- State Citations Issued That Month – 500 included at no cost	$1.00 each

C. Integration Fee(s): In exchange for development, configuration, and maintenance of the custom APIs and interfaces defined in **Exhibit B** the Municipality will be billed upon go-live of the interface, with annual maintenance billed in conjunction with the next agreement execution anniversary:

Interface	**One-Time Fee**	**Annual Maintenance Fee**
CAD/LEADS Interface with Spillman Flex	Waived	Waived

Attachment: Northbrook - Dacra Tech Master Service Agreement - 5-11-23 (6667 : A Resolution Authorizing an Agreement with Dacra Tech,

MEMORANDUM
VILLAGE OF NORTHBROOK
INFORMATION TECHNOLOGY

TO: CARA PAVLICEK, VILLAGE MANAGER

FROM: LORI D. BAKER, CHIEF INFORMATION OFFICER

DATE: May 23, 2023

SUBJECT: A RESOLUTION APPROVING TASK ORDER NO 14 WITH SENTINEL TECHNOLOGIES FOR A TELEPHONY SYSTEM UPGRADE

In 2018, the Village engaged Sentinel Technologies, Inc. to execute a project to upgrade the Village's telephony and voicemail system, including both hardware and software upgrades. In June 2023, the hardware supporting those services will reach the end of its lifecycle. The Village's telephony and voicemail systems are critical methods of communication with residents and businesses seeking services from the Village, and also when communicating among the various Departments within the Village. Operating the telephony system on unsupported hardware is not recommended due the lack of vendor support in the event of issues or a hardware failure.

On June 23, 2021, the Board approved a Master Service Agreement (MSA) with Sentinel, which allows for execution of Task Orders against the MSA to complete specific projects requiring technology professional services. The MSA has a term of 24 months from signature date, expiring on June 23, 2023. Village Information Technology (IT) Staff reviewed the telephony upgrade project with Sentinel, and Sentinel also agrees a hardware upgrade is needed. Village IT Staff requested and received a proposal in Task Order format from Sentinel. The professional services pricing quoted on Task Order No. 14 are based on the U.S. General Services Administration (GSA) Schedule GS-35F-0379U, which has a term of May 6, 2023 through May 5, 2028. This GSA Schedule is a governmentwide contract with Sentinel Technologies, Inc. which allows federal, state, and local government organizations to procure professional services at pre-negotiated rates. This GSA Schedule meets the procurement requirements of the Village.

The Task Order proposal provided by Sentinel includes the purchase and installation of the hardware, along with testing of all critical services of the Village's telephony system. The proposal is quoted as a fixed bid project, in a not to exceed amount of $23,648.94. IT Staff reviewed the proposal and agrees it includes the services required to successfully execute the hardware upgrades.

Village Staff recommends the approval of Sentinel's proposal for the telephony system hardware upgrades as Task Order No. 14 under the Master Services Agreement in an amount not to exceed $23,648.94. Funds for this project were included in the Fiscal Year 2023/2024 budget in Accounts 11-1400-554-00 and 11-1400-706-00.

Staff will be present at the May 23, 2023 Regular Board Meeting to address any questions that may arise.

Resolution (ID # 6641)

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 Task Order No 14 with Sentinel Technologies for a Telephony System Upgrade

is hereby adopted, as follows:

Section 1. Recitals.

On June 23, 2021, the Village executed a Master Services Agreement with Sentinel Technologies, Inc. of Downers Grove ("***Vendor***"). This Agreement allows for the procurement of professional technology services through Task Orders.

Sentinel has provided Task Order No. 14 under the Master Services Agreement for services in an amount not to exceed $23,648.94 to perform an upgrade on the Village's telephony system (***"Telephony System Upgrade Project"***). The professional services rates included in Task Order No. 14 are based on the General Services Administration (GSA) Schedule GS-35F-0379U, which is an agreement that meets the Village's procurement requirements.

Village staff recommends entering into Task Order No. 14 under the Master Services Agreement with Vendor for the performance of the Telephony System Upgrade Project in the total not to exceed amount of $23,648.94 ("***Task Order No. 14***").

The Village's Annual Budget for FY 2023/2024 includes sufficient funds in Account Nos. 11-1400-554-00 and 11-1400-706-00.

Based on these factors, the Village Staff recommends approval of Task Order No. 14 with Vendor.

The President and the Board of Trustees have considered Task Order No. 14 and determined that it is in the best interests of the Village and the public to enter into Task Order No. 14 with the Vendor.

Section 2. Approval of Task Order No. 14.

Task Order No. 14, authorizing the performance of the Telephony System Upgrade Project in the total not to exceed amount of $23,648.94, is hereby approved in substantially the form attached hereto, and by reference made a part hereof, as ***Exhibit A***.

Section 3. Authorization to Execute Task Order No. 14.

The Village Manager and the Village Clerk are hereby authorized and directed to execute and seal, on behalf of the Village, Task Order No. 14 only after receipt by the Village Clerk of original copy of the Task Order No. 14 executed by Vendor; provided, however, that if such executed copy of the Task Order No. 14 is not received by the Village Clerk within 60 days after the date of adoption of this

Resolution, then this authority to execute and seal shall, at the option of the President and Board of Trustees, be null and void.

Scheduled: 5/23/2023

ATTEST:

Village President

Village Clerk

TASK ORDER No. 14

In accordance with Section 1.C of the Master Services Agreement dated *June 23, 2021* between the Village of Northbrook (the "*Village*") and Sentinel Technologies, Inc. (the "*Consultant*"), the Parties agree to the following Task Number 14:

1. **Contracted Services:** Cisco UCS migration
2. **Project Schedule** (attach schedule if appropriate): This Project will be completed 60 days after equipment is delivered and the meeting is officially kicked off.

3. **Project Completion Date:** N/A

4. **Project Specific Pricing** (if applicable)**: $**23,648.94

5. **Key Personnel** (if applicable)**:** Click or tap here to enter text.

6. **Additional Changes to the Master Agreement** (if applicable)**:** No changes

ALL OTHER TERMS & CONDITIONS OF THE MASTER AGREEMENT REMAIN UNCHANGED

[*SIGNATURE PAGE FOLLOWS*]

Attachment: Exhibit A - Sentinel Task Order No 14 (6641 : A Resolution Approving Task Order No 14 with Sentinel Technologies for a

VILLAGE	SENTINEL TECHNOLOGIES, INC.
_____	_____
Signature [*DEPARTMENT HEAD*]	Signature
	_____
	Name (Printed or Typed)
_____, 20____	_____, 20____
Date	Date

If greater than, $2,500, the Village Manager's signature is required.

_____
Signature
Village Manager

_____, 20____
Date

If greater than $20,000, the Board of Trustees must approve the Task Order in advance and the Village Manager's signature is required.

ATTEST:

_____	_____
Cara Pavlicek Village Manager	Debra J. Ford Village Clerk
_____, 20____ Date	

Attachment: Exhibit A - Sentinel Task Order No 14 (6641 : A Resolution Approving Task Order No 14 with Sentinel Technologies for a









We have prepared a contract for you

Cisco UCS refresh

Contract # 001407
Version 1

Prepared for:

Village Of Northbrook

Lori Baker
Lori.Baker@northbrook.il.us

Attachment: Exhibit A - Sentinel Task Order No 14 (6641 : A Resolution Approving Task Order No 14 with Sentinel Technologies for a

Attachment: Exhibit A - Sentinel Task Order No 14 (6641 : A Resolution Approving Task Order No 14 with Sentinel Technologies for a

Work Order

Work Order Details

APPENDIX A TO TASK ORDER NO. 17

GSA Contract # GS-35F-0379U

Summary

Village of Northbrook has requested assistance from Sentinel to migrate their current Cisco UC environment to new Cisco Business Edition 6000 (BE6K) servers at Village Hall & Police Department locations.

Vendor Responsibilities

- Village Hall Virtual Machines:
  CUCM.
  Unity.
  IM&P.
  CER.
  Exp-C.
  Exp-E.
- Police Department Virtual Machines:
  CUCM.
  Unity.
  IM&P.
  CER.
  Exp-C.
  Exp-E.
- Test & acceptance.
- No Application upgrades included in this engagement.

Customer Responsibilities

- Customer shall identify a technical resource that shall be able to make client configuration decisions and be the point of contact for all technical questions.
- Provide Ethernet, fiber cabling, optics and patch cables if not listed in the proposal.
- Test & Acceptance (Sentinel assisted).

Exclusions

- Physical Installation.

SENTINEL

Work Order

- Licensing.

Solution-Specific Terms & Assumptions

Terms & Assumptions

- Fixed Fee Services will be progress billed monthly based on percentage of completion. Generally, services for all n business impacting tasks are quoted at a standard rate for labor from 9:00 a.m. – 5:00 p.m. If Customer requir Contractor can perform some of these services outside of normal business hours at an overtime labor ra Notwithstanding the above, services related to migrations, cutovers, or changes to critical core infrastructure a assumed to be performed outside of business hours and are included in the services pricing provided in this contra For the fixed charges listed, the Contractor shall furnish all of the materials and perform all of the work shown on t drawings and/or described in the specifications entitled Appendix A, as annexed hereto as it pertains to work to performed at designated customer locations. Any alteration or deviation from the above specifications, including but limited to any such alteration or deviation involving additional material and/or labor costs, will be executed only upor written order for same, signed by Customer and Contractor, and if there is any charge for such alteration or deviation, t additional charge will be added to the contract price detailed above.

Bill of Materials

Product Description	Qty	Price	Ext. Pri
Cisco Business Edition 6000 (M6) Appliance, Export Restr SW	2	$7,888.08	$15,776.
SNTC-24X7X4OS Cisco Business Edition 6000 (M6) Applian	2	$815.41	$1,630.
Power Cord, 125VAC 13A NEMA 5-15 Plug, North America	4	$0.00	$0.
Do not factory-load a virtualization software license	2	$0.00	$0.
Intel 4310T 2.3GHz/105W 10C/15MB DDR4 2667MHz	2	$0.00	$0.
16GB RDIMM SRx4 3200 (8Gb)	8	$0.00	$0.
Cisco 12G SAS RAID Controller w/4GB FBWC (16 Drv) w/1U Brkt	2	$0.00	$0.
600GB 12G SAS 10K RPM SFF HDD	12	$0.00	$0.
Cisco UCS 1050W AC Power Supply for Rack Server	4	$0.00	$0.
TPM 2.0, TCG, FIPS140-2, CC EAL4+ Certified, for M6 servers	2	$0.00	$0.
VMware vSphere 7 Std (1 CPU, 32 Core) 1-yr, Support Required	2	$888.24	$1,776.
VSphere Standard for 1 CPU; ANNUAL List 1-YR Reqd	2	$601.74	$1,203.
Acceptance of Terms, Standalone VMW License for UCS Servers	2	$0.00	$0.
		Subtotal:	**$20,386.**

Attachment: Exhibit A - Sentinel Task Order No 14 (6641 : A Resolution Approving Task Order No 14 with Sentinel Technologies for a



Professional Services

Product Description	Ext Pri
Work Order Fixed Price - GSA Pricing ($203.84/hr)	$3,262.
Subtotal:	**$3,262.**

General Terms and Assumptions

Terms & Assumptions

- With regard to any software licenses installed by Contractor as necessary to effectuate the provision of services unc this Agreement, thus not within the scope of the deliverables, Customer is hereby prohibited from duplicating s software in any form or fashion and is further restricted from using the software beyond the intended scope set fo herein. Moreover, Customer is restricted from licensing, sublicensing or transferring said software to any third pa (except to a related party) without the express permission of Contractor, under which circumstance the software sh stay under the control and auspices of the Contractor. In the event Customer loses or damages the software, a copy m be provided at a nominal charge. Contractor may, at its discretion, remove said software upon the completion of provision of services. Alternatively, at the end of this engagement or the license period, whichever occurs first, Custon is required to either destroy or return all copies of said software to Contractor, as expressly directed by Contractor.
- The manufacturer/support provider has the right to inspect any products that have either never had support coverage c have not had support coverage for an extended period to determine their eligibility for maintenance/support. Devices subject to inspection will be flagged as such and are subject to a non-refundable inspection fee, which shall be the responsibility of Customer. Sentinel will work with the manufacturer/support provider on Customer's behalf until device eligibility is determined. Devices that do not pass the inspection will be ineligible for support.
- For products purchased pursuant to this agreement, Contractor agrees to provide storage at no additional charge for u to 90 days. If the storage period exceeds 90 days, Customer agrees to the following: a.) Customer will be responsibl to pay a fee of 2% per month for storage of purchased products from that point forward, b.) Customer will be invoiced and will be responsible to pay the unpaid balance for any products purchased from Contractor that have not been paid full and, c.) Ownership will transfer from Contractor to Customer.
- For all products purchased, it is assumed that prior to order execution with Contractor, Customer has reviewed, understood, and agreed to each manufacturer's respective terms and conditions governing the purchase of products, including, but not limited to, applicable warranties, order cancellation, and return policies. In the event of a return reque Sentinel may assist Customer by facilitating the request between Customer and the manufacturer. In addition, product return requests will be subject to Sentinel's own return policies, which may include restocking fees and/or shipping and handling costs.
- Under no circumstances will Customer have the right to withhold payment to Sentinel due to an alleged breach of any express or implied warranties with regard to the products purchased herein. Any such claim shall be handled directly between the manufacturer and Customer. If Contractor receives any financial relief or incentives intended for Custome as a result of a settlement between Customer and the manufacturer, Contractor agrees to pass through the incentives financial relief to Customer.
- Sentinel makes no guarantees with respect to this product's compliance with any local, state, or federal privacy laws, including, but not limited to, the Biometric Information Privacy Act (BIPA) and the California Consumer Privacy Act (CCPA), and Customer shall maintain all responsibility and bear all liability with regard to its compliance with such in relation to its use of this product. Customer shall indemnify and hold harmless Sentinel from any third party claims to arise out of any privacy violations with regard to this product.

Attachment: Exhibit A - Sentinel Task Order No 14 (6641 : A Resolution Approving Task Order No 14 with Sentinel Technologies for a



Payment Terms - Hardware and Services

Hardware/Software: For orders over $100K, 50% at contract execution, balance upon shipment from manufacturer

All Invoices: Net 30

Attachment: Exhibit A - Sentinel Task Order No 14 (6641 : A Resolution Approving Task Order No 14 with Sentinel Technologies for a

Cisco UCS refresh

Prepared by:	Prepared for:	Contract Information:
Sentinel Technologies, Inc	**Village Of Northbrook**	**Contract #: 001407**
Colin Blackshaw cblackshaw@sentinel.com	1225 Cedar Ln Northbrook, IL 60062-4513 Lori Baker +18472725050 Lori.Baker@northbrook.il.us	Version: 1 Delivery Date: 05/09/2023 Expiration Date: 05/27/2023

Quote Summary

Description	Amou
Bill of Materials	$20,386.
Professional Services	$3,262.
Total:	**$23,648.**

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Regarding the resale of any products, pricing may be subject to a manufacturer price increase before the expiration date of the quote.

Total Project - Project Total Cost is based on the combined purchase of all Hardware/Software, Professional Services and Solution Maintenance from Sentinel as detailed in the attached Bill of Materials. Unbundling or materially reducing any of these essential elements the solution may result in modifications to the cost of the remaining elements.

Sentinel Technologies, Inc		Village Of Northbrook	
Signature:		Signature:	
Name:	Robert Lenartowicz	Name:	Lori Baker
Title:	Chief Operating Officer	Title:	
Date:	05/09/2023	Date:	

Attachment: Exhibit A - Sentinel Task Order No 14 (6641 : A Resolution Approving Task Order No 14 with Sentinel Technologies for a

MEMORANDUM
VILLAGE OF NORTHBROOK
INFORMATION TECHNOLOGY

TO: CARA PAVLICEK, VILLAGE MANAGER

FROM: LORI D. BAKER, CHIEF INFORMATION OFFICER

DATE: May 23, 2023

SUBJECT: A RESOLUTION APPROVING THE PURCHASE OF NETWORK SWITCHES FROM SENTINEL TECHNOLOGIES

As the Village's use of technology services grows, so does the need to upgrade and expand the network connectivity, providing faster communications among the various network-attached devices. This faster connectivity between the computers, servers, and other technology systems provides faster application and data response time to Village Staff.

In 2018, the Village's Information Technology (IT) Department standardized on network equipment from Cisco Systems. IT Staff reviewed the performance, services, and support provided by the Cisco equipment and agrees that it continues to meet the technology needs of the Village. As such, Village IT Staff reviewed with Cisco the various options to provide 10Gig network connectivity. Since Village IT Staff are already familiar with configuring and supporting Cisco switches, it was determined that Cisco switches would be appropriate.

Once the configurations were agreed upon with Cisco, Village IT Staff requested and received quotes from three authorized Cisco partners/resellers. A summary of the quotes follows.

Vendor	Total
CDW-G	$61,744.64
GHA Technologies	$59,990.72
Sentinel Technologies	$57,184.48

Sentinel Technologies, of Downers Grove, IL, provided the lowest cost, most responsible bid, for the required equipment in the total amount of $57,184.48. As with many technology equipment solutions, global supply chain issues have created lengthy delays. Sentinel is able to ship the equipment within the required timeframes of the Village.

Sufficient funds exist in the FY2023/2024 budget in Account 11-1400-706-00 to cover the total cost of this purchase.

Based on these factors, Village staff recommends purchasing the Cisco network equipment from Sentinel Technologies in a total amount not to exceed $57,184.48.

Staff will be available at the meeting of the Board of Trustees on May 23, 2023 to answer any questions that may arise.

Resolution (ID # 6607)

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 Switches from Sentinel Technologies

is hereby adopted, as follows:

Section 1. Recitals.

The Village's annual budget for FY 2023/2024 provides for the procurement of additional network equipment for use by all Village Departments (Account No. 11-1400-706-00). The network is used for all communications, application and system access, and data transfers.

Staff prepared and reviewed specifications for the additional network equipment ("***Equipment***") and recommends the procurement of Cisco Systems equipment based on the features and compatibility with the Village's existing network. Staff reviewed three quotes from Cisco partners for the required Equipment and found that Sentinel Technologies of Downers Grove, IL ("***Vendor***"), provided the lowest cost, most responsible bid for the purchase of the Equipment in an amount not to exceed $57,184.48.

Based on these factors, Village Staff recommends purchasing the Equipment from the Vendor in an amount not to exceed $57,184.48.

The President and the Board of Trustees have considered the procurement of the Equipment from the Vendor and determined it is in the best interest of the Village and the public.

Section 2. Authorization to Purchase.

The Village Manager and Village Clerk are hereby authorized and directed to execute all such documents and make such payments as are necessary to complete the procurement of the Equipment from the Vendor.

Scheduled: 5/23/2023

ATTEST:

_____
Village President

_____
Village Clerk









We have prepared a proposal for you

Switch Stack

Proposal # 001422
Version 1

Prepared for:

Village Of Northbrook

Lori Baker
Lori.Baker@northbrook.il.us

Attachment: Sentinel Technologies Quote 001422 v1.30 (6607 : A Resolution Approving the Purchase of Network Switches from Sentinel

SENTINEL

Attachment: Sentinel Technologies Quote 001422 v1.30 (6607 : A Resolution Approving the Purchase of Network Switches from Sentinel

Bill of Materials

Product Description	Qty	Price	Ext. Pri
Catalyst [redacted] Network Advantage	4	$6,529.37	$26,117.
[redacted]	4	$0.00	$0.
[redacted]	4	$0.00	$0.
1100W AC 80+ platinum Config 1 Power Supply	4	$0.00	$0.
1100W AC 80+ platinum Config 1 Secondary Power Supply	4	$914.67	$3,658.
North America AC Type A Power Cable	8	$0.00	$0.
No SSD Card Selected	4	$0.00	$0.
50CM Type 1 Stacking Cable	4	$48.14	$192.
Catalyst Stack Power Cable 30 CM	4	$45.73	$182.
TE agent for IOSXE on C9K	4	$0.00	$0.
[redacted] DNA Advantage, [redacted] Term Licenses	4	$0.00	$0.
[redacted] DNA Advantage, [redacted], 3 Year Term License	4	$1,814.91	$7,259.
Prime Infrastructure Lifecycle & Assurance Term - Smart Lic	4	$0.00	$0.
PI Dev Lic for Lifecycle & Assurance Term 3Y	4	$0.00	$0.
Cisco DNA Spaces Extend Term License for Catalyst Switches	4	$0.00	$0.
Cisco DNA Spaces Extend for Catalyst Switching - 3Year	4	$0.00	$0.
Cisco ThousandEyes Enterprise Agent IBN Embedded	4	$0.00	$0.
ThousandEyes - Enterprise Agents	4	$0.00	$0.
[redacted] Network Module	4	$1,227.59	$4,910.
Network Plug-n-Play Opt Out SKU	4	$0.00	$0.
[redacted] Cable 5 Meter	4	$67.23	$268.
[redacted] Module	8	$425.77	$3,406.
		Subtotal:	**$45,996.**

Hardware Support

Product Description	Qty	Price	Ext. Pri
SNTC-8X5XNBD [redacted]	4	$2,796.94	$11,187.
		Subtotal:	**$11,187.**

Switch Stack

Prepared by:	Prepared for:	Proposal Information:
Sentinel Technologies, Inc	**Village Of Northbrook**	**Proposal #: 001422**
Colin Blackshaw cblackshaw@sentinel.com	1225 Cedar Ln Northbrook, IL 60062-4513 Lori Baker +18472725050 Lori.Baker@northbrook.il.us	Version: 1 Delivery Date: 05/10/2023 Expiration Date: 06/08/2023

Quote Summary

Description	Amou
Bill of Materials	$45,996.
Hardware Support	$11,187.
Total:	**$57,184.**

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Regarding the resale of any products, pricing may be subject to a manufacturer price increase before the expiration date of the quote.

Total Project - Project Total Cost is based on the combined purchase of all Hardware/Software, Professional Services and Solution Maintenance from Sentinel as detailed in the attached Bill of Materials. Unbundling or materially reducing any of these essential elements the solution may result in modifications to the cost of the remaining elements.

Attachment: Sentinel Technologies Quote 001422 v1.30 (6607 : A Resolution Approving the Purchase of Network Switches from Sentinel

MEMORANDUM
VILLAGE OF NORTHBROOK
VILLAGE MANAGER'S OFFICE

TO: BOARD OF TRUSTEES

FROM: CARA PAVLICEK, VILLAGE MANAGER

DATE: May 23, 2023

SUBJECT: A RESOLUTION APPROVING AN AGREEMENT FOR ECONOMIC DEVELOPMENT CONSULTING SERVICES

On May 23, 2023 the Board of Trustees will consider a resolution approving a contract with Michio Murakishi (Consultant) for economic development professional services related to a business district (BD) and TIF district encompassing the Northbrook Court shopping mall at 1515 Lake Cook Road.

To address the issues of decline associated with the Northbrook Court shopping mall, the Village is exploring an economic development incentive agreement with Brookfield Properties ("Developer"). The Developer is asking for construction of the retail component to begin in 2024 for an initial phase estimated to open in 2025 with site infrastructure and residential development to follow either simultaneously or in future phases in subsequent years.

The Developer has identified a financial "gap" of assistance needed to enable the commencement of construction of the project due to the age and condition of the existing mall property and existing infrastructure and the necessary cost of quality materials. Per the Developer, the gap is especially large in the initial phase of construction given that most of the infrastructure and other costs associated with bringing the retail online and constructing the project infrastructure will be incurred during those phases.

To respond to the Developer's request, the Village sought professional economic development services from the Consultant. The proposed scope of work (attached) results in the preparation of TIF and BD eligibility studies and redevelopment plans. The agreement has a not to exceed spending limit of $37,500 charged at an hourly rate of $250.

In is anticipated that this scope of work with take three months from the date of the engagement to complete. Timing may be affected by the availability of data sources, including, but not limited to, information needed from the Cook County Clerk, Cook County Assessor, Cook County Treasurer, and Cook County Recorder.

Resolution (ID # 6720)

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 Providing for a Feasibility Study for a Proposed Northbrook Court Tax Increment Financing District and Business District and Approving a Professional Services Agreement for Economic Development Consulting

is hereby adopted, as follows:

Section 1. RECITALS.

The Village of Northbrook ("***Village***") is a home rule municipality in accordance with Article VII, Section 6 of the Constitution of the State of Illinois of 1970.

The Northbrook Court Shopping Mall property depicted in ***Exhibit A***, attached hereto ("***Target Area***"), contains many parcels that are presently underutilized, suffer from excessive vacancies, and face several economic development impediments, such as obsolescence, deterioration, inadequate utilities, and lack of community planning.

The Village does not anticipate that significant portions of the Target Area will be redeveloped and restored without the implementation by the Village of a comprehensive plan for the economic redevelopment of the Target Area.

The Village has explored various methods by which sufficient private investment can be attracted to the Target Area, so that the Target Area can be redeveloped for the long-term growth and benefit of the Village and its residents.

One means by which the Village could attract the private investment necessary for the redevelopment of the Target Area is the use of tax increment financing ("***TIF***") and the establishment of a redevelopment project area (a "***TIF District***") as authorized under 65 ILCS 5/11-74.4-1 et seq. (the "***TIF Act***"). The purpose of the TIF District is to provide a funding mechanism to incentivize the redevelopment of the Target Area in a manner acceptable to the Village. Specific purposes of the TIF District will include, but not be limited to, reducing or eliminating any conditions in the Target Area that qualify it for designation as a TIF District pursuant to the TIF Act, encouraging a high-quality redevelopment project, stimulating private investment, and providing needed public improvements. Tax increment allocation financing under the TIF Act allows the Village to receive incremental property taxes attributable to growth in equalized assessed valuations ("***EAV***") of properties within a TIF district above the EAV of the properties at the time the TIF district was created. Incremental property taxes are deposited into a special tax allocation fund that the Village may use to pay for eligible redevelopment costs as defined in the TIF Act.

Another means by which the Village could attract the private investment necessary for the redevelopment of the Target Area is the creation of a business development district ("***Business***

District") as authorized under the Business District Development and Redevelopment Act, 65 ILCS 5/11-74.3-1 et seq. (the "***Business District Act***").

The Village desires to direct Michio Murakishi ("***Consultant***") to prepare a feasibility study, as that term is defined in Section 11-74.4-4.1 of the TIF Act, to assist in determining whether or not the establishment of a TIF District and a Business District is appropriate for effective redevelopment of the Target Area ("***Feasibility Study***").

The President and the Board of Trustees have determined that it is in the best interest of the Village to enter into a Professional Services Agreement ("***Agreement***") with the Consultant to provide economic development consulting services to the Village related to a potential TIF District and Business District including the preparation of the Feasibility Study.

Section 2. APPROVAL OF AGREEMENT.

The Agreement between the Village and the Consultant shall be, and is hereby, approved in substantially the form attached hereto as ***Exhibit B***.

Section 3. EXECUTION OF AGREEMENT.

The Village Manager and Village Clerk are hereby authorized and directed to execute and seal, on behalf of the Village, the Agreement upon receipt of a fully executed copy by the Consultant and any other person or entities whose consent is required. If the Agreement is 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 PREPARE FEASIBILITY STUDY.

The President and Board of Trustees hereby authorize and direct the Consultant to prepare the Feasibility Study for the Target Area.

Section 5. DESIGNATION OF MUNICIPAL OFFICER.

The Village hereby designates its Village Manager, Cara Pavlicek, 1225 Cedar Lane, Northbrook, Illinois, 60062, 847-272-5050, as the municipal officer who may be contacted for additional information about the proposed Target Area and who should receive all comments and suggestions regarding the redevelopment of the area to be studied.

Section 6. DISTRIBUTION TO TAXING DISTRICTS.

The Village Clerk or their designee is authorized and directed to send a copy of this Resolution to all taxing districts that would be affected by the designation of the Target Area as a redevelopment project

Section 7. EFFECTIVE DATE.

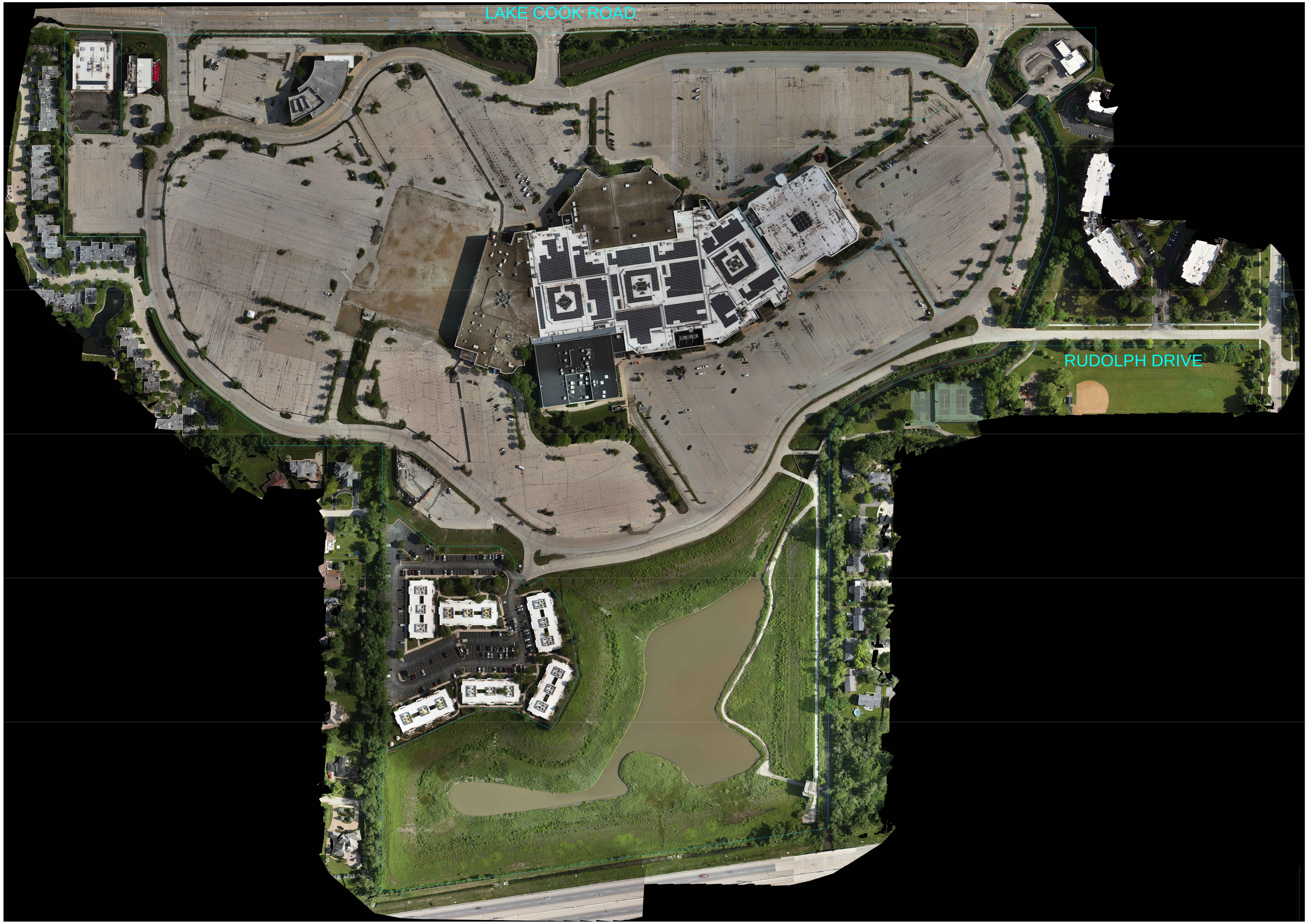
The approval of this Resolution shall be in full force and effect following its passage by the Board of Trustees in the manner provided by law.

Scheduled: 5/23/2023

ATTEST:

Village President

Village Clerk


LAKE COOK ROAD
RUDOLPH DRIVE

Attachment: Exhibit B - Economic Development Consulting Services Agreement with Michio Murakishi - Northbrook Court (6720 : A Resolution

VILLAGE OF NORTHBROOK
PROFESSIONAL SERVICES AGREEMENT FOR
NORTHBROOK COURT ECONOMIC DEVELOPMENT CONSULTING SERVICES

THIS AGREEMENT (***"Agreement"***) is dated as of the ____ day of May, 2023 (***"Effective Date"***) and is between the Village of Northbrook, an Illinois home rule municipal corporation (***"Village"***), and Michio Murakishi (***"the Consultant"***) (collectively, the ***"Parties"***).

IN CONSIDERATION OF the agreements set forth in this Agreement, the receipt and sufficiency of which are mutually acknowledged, and pursuant to the Village's statutory and home rule powers, the Parties agree as follows:

SECTION 1. SCOPE AND PROVISION OF SERVICES.

A. Engagement of the Consultant. The Village hereby engages the Consultant to provide economic development consulting services to the Village related to a potential TIF district and business district encompassing the proposed redevelopment of Northbrook Court (collectively, the ***"Services"***).

B. Services. The Consultant has submitted to the Village a description of the Services to be provided by the Consultant, a copy of which is attached as ***Exhibit A*** to this Agreement (***"Scope of Services"***). The Consultant must provide the Services pursuant to the terms and conditions of this Agreement and as described more fully in the Scope of Services. The Consultant recognizes that the Services are one phase of what will likely be a larger project concerning the redevelopment of Northbrook Court and a possible change to the Northbrook Court TIF. The Village will consider the Consultant for the performance of the additional phases of the project, but is under no obligation to engage Consultant for any services beyond the Scope of Services set forth in this Agreement.

C. Commencement; Time of Performance. The Consultant will commence the Services immediately upon receipt of written notice from the Village that this Agreement has been fully executed by the Parties (***"Commencement Date"***). The Consultant will diligently and continuously prosecute the Services until the completion of the Services or the termination of this Agreement (***"Time of Performance"***).

D. Reporting. The Consultant will regularly report to the Village regarding the progress of the Services during the term of this Agreement.

E. Relationship of the Parties. The Consultant will act as an independent contractor in providing and performing the Services. Nothing in, nor done pursuant to, this Agreement will be construed to: (i) create the relationship of principal and agent, employer and employee, partners, or joint ventures between the Village and the Consultant; or (ii) create any relationship between the Village and any subcontractor of the Consultant.

F. Information Releases. The Consultant will not issue any news releases or other public statements regarding the Services without prior written approval from the Village.

G. Mutual Cooperation. The Village will cooperate with the Consultant in the performance of the Services, including meeting with the Consultant and providing the Consultant with any non-confidential information that the Village may have that may be relevant and helpful to the Consultant's performance of the Services. The Consultant agrees to cooperate with the

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Village in the performance of the Services to complete the Work and with any other the Consultants engaged by the Village.

H. Compliance with Laws and Grants.

1. The Consultant will give all notices, pay all fees, and take all other actions that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required or necessary in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq*., and the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq*. The Consultant will also comply with all conditions of any federal, state, or local grant received by Village or the Consultant with respect to this Agreement or the Services.

2. The Consultant 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 the Consultant's, or its subcontractors', performance of, or failure to perform, the Services or any part of the Services.

3. Every provision of law required by law to be inserted into this Agreement will be deemed to be inserted herein.

SECTION 2. COMPENSATION AND METHOD OF PAYMENT.

A. Compensation. The total amount billed by the Consultant for the Services under this Agreement will not exceed $37,500.00 (***"Compensation"***), as outlined in the Scope of Services**,** including reimbursable expenses as identified in the Scope of Services, without the prior express written authorization of the Village.

B. Invoices and Payment. The Consultant will be paid as provided in the Scope of Services. The Consultant will submit invoices to the Village in an approved format for those portions of the Services performed and completed by the Consultant. The Village will pay to the Consultant the amount billed in accordance with the Illinois Prompt Payment Act, 50 ILCS 505/1 *et seq.*

C. Records. The Consultant will maintain records showing actual time devoted and costs incurred, and will permit the authorized representative of the Village to inspect and audit all data and records of the Consultant for work done under this Agreement. The records required to be made available to the Village under this Section 2.C will be made available at reasonable times during the term of this Agreement, and for five years after the termination of this Agreement.

D. Claim in Addition to Compensation. If the Consultant claims a right to additional compensation as a result of action taken by the Village, the Consultant must provide written notice to the Village of the claim within seven days after occurrence of the action, and no claim for additional compensation will be valid unless made in accordance with this Section 2.D. Any changes in the Compensation will be valid only upon written amendment pursuant to Section 10.A of this Agreement. Regardless of the decision of the Village relative to a claim submitted by the

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Consultant, the Consultant will proceed with all of the Services required to complete the Services under this Agreement as determined by the Village without interruption.

E. Taxes, Benefits, Royalties. The Compensation includes all applicable federal, state, and local taxes of every kind and nature applicable to the Services, including, without limitation, all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar benefits and all costs, royalties and fees arising from the use on, or the incorporation into, the Services, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. The Consultant waives and releases any claim or right to claim additional compensation by reason of the payment of any tax, contribution, premium, costs, royalties, or fees.

F. Completion and Acceptance of Services. The Services, and any phase of the Services, will be considered complete on the date of final written acceptance by the Village of the Services or each phase of the Services, as the case may be.

G. Additional Services. The Village will not be liable for any costs incurred by the Consultant in connection with any services provided by the Consultant that are outside the scope of this Agreement (***"Additional Services"***), regardless of whether the Additional Services are requested or directed by the Village, except upon the prior written consent of the Village Manager after approval in accordance with applicable procedures.

H. No Additional Obligation. The Village is under no obligation under this Agreement or otherwise to negotiate or enter into any other or additional contracts or agreements with the Consultant, or with any vendor solicited or recommended by the Consultant.

SECTION 3. RESERVED.

SECTION 4. TERM OF AGREEMENT.

A. Term. The term of this Agreement, unless terminated pursuant to the terms of this Agreement, will expire on the date the Village determines that all of the Services under this Agreement, including warranty services, are completed. A determination of completion will not constitute a waiver of any rights or claims that the Village has, before or after completion, with respect to any breach of this Agreement by the Consultant or any right of indemnification of the Village by the Consultant.

B. Termination. Notwithstanding any other provision hereof, the Village may terminate this Agreement, at any time and for any reason, upon seven days prior written notice to the Consultant. In the event that this Agreement is so terminated, the Consultant will be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed as determined as provided in the Scope of Services.

SECTION 5. CONFIDENTIAL INFORMATION; OWNERSHIP OF WORK PRODUCT AND DOCUMENTS.

A. Confidential Information. In the performance of this Agreement, the Consultant may have access to or receive certain information in the possession of the Village that is not generally known to members of the public (***"Confidential Information"***). Confidential Information includes, without limitation, proprietary information, copyrighted material, personal or private data

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of every kin, financial information, health records and information, maps, and all other information of a personal nature. The Consultant must not use or disclose any Confidential Information without the prior written consent of the Village. If the Consultant has any doubt about the confidentiality of any information, then the Consultant must seek a determination from the Village regarding the confidentiality of the information. The Consultant and all of its personnel and subcontractors must make and apply all safeguards necessary to prevent the improper use or disclosure of any Confidential Information. At the expiration or termination of this Agreement, the Consultant must promptly cease using, and must return or destroy (and certify in writing destruction of), all Confidential Information, including all copies, whether physical or in any other form, in its possession. The Consultant may not transfer to, store in, or otherwise allow work product containing Confidential Information to be located in any location, whether physical or digital, not under the control of the Consultant. If the Consultant is required, by any government authority or court of competent jurisdiction, to disclose any Confidential information, the Consultant must immediately give notice to the Village with the understanding that the Village will have the opportunity to contest the process by any means available to it prior to submission of any documents to a court or other third party. The Consultant must cause all of its personnel and subcontractors to undertake and abide by the same obligations regarding Confidential Information as the Consultant.

B. Ownership. The Consultant agrees that all work product, in any form, prepared, collected, or received by the Consultant in connection with any or all of the Services to be performed under this Agreement will be and remain the exclusive property of the Village. At the Village's request, or upon termination of this Agreement, the Consultant will cause the work product to be promptly delivered to the Village. Any outstanding payment obligations may not be used as a basis to withhold work product. The Consultant agrees that, to the extent permitted by law, any and all work product will exclusively be deemed "works for hire" within the meaning and purview of the United States Copyright Act, 17 U.S.C. § 101 et seq subject to the terms of this Agreement. To the extent any work product does not qualify as a "work for hire," the Consultant irrevocably grants, assigns, and transfers to the Village all right, title, and interest in and to the work product in all media throughout the world in perpetuity and all intellectual property rights therein, free and clear of any liens, claims, or other encumbrances, to the fullest extent permitted by law. All intellectual property, Confidential Information, and work product will at all times be and remain the property of the Village. The Consultant will execute all documents and perform all acts that the Village may request in order to assist the Village in perfecting or protecting its rights in and to the work product and all intellectual property rights relating to the work product. All of the foregoing items will be delivered to the Village upon demand at any time and in any event, will be promptly delivered to the Village upon expiration or termination of this Agreement within three days after a demand. In addition, the Consultant will return the Village's data in the format requested by the Village. If any of the above items are lost or damaged while in the Consultant's possession, those items will be restored or replaced at the Consultant's expense.

C. Freedom of Information Act and Local Records Act. The Consultant acknowledges that this Agreement, all documents submitted to the Village related to this Agreement, and records in the possession of the Consultant related to this Agreement or the Services may be a matter of public record and may be subject to the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.*, and any other comparable state or federal laws now existing or adopted later (collectively, the ***"Disclosure Laws"***). In the event that the Village requests records from the Consultant, the Consultant shall promptly cooperate with the Village to enable the Village to meet all of its obligations under the applicable Disclosure Law. The Consultant acknowledges and agrees that the determination as to whether information in the records is

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exempt from disclosure or should be released to the public will be made by the Village in its sole and absolute discretion.

D. Injunctive Relief. In the event of a breach or threatened breach of this Section 5, the Village may suffer irreparable injury not compensable by money damages and would not have an adequate remedy at law. Accordingly, the Consultant agrees that the Village will be entitled to seek immediate injunctive relief to prevent or curtail any breach, threatened or actual. The rights provided under this Section 5.D are in addition and without prejudice to any rights that the Village may have in equity, by law or statute. The Consultant will fully cooperate with the Village in identifying the scope of any improper use or dissemination of data protected by this Section 5 and will assist the Village in any notification efforts required by law.

SECTION 6. WARRANTY.

The Consultant warrants that the Services will be performed in accordance with the highest standards of professional practice, care, skill, and diligence practiced by recognized consulting firms or licensed and accredited professionals in performing services of a similar nature. This warranty is in addition to any other warranties expressed in this Agreement, or expressed or implied by law, which are reserved unto the Village. Any of the Services required by law or by this Agreement to be performed by licensed professionals will be performed by professionals licensed by the State of Illinois to practice in the applicable professional discipline.

SECTION 7. CONSULTANT REPRESENTATIONS.

A. Ability to Perform. represents that it is financially solvent, has the necessary financial resources, has sufficient experience and competence, and has the necessary capital, facilities, organization, and staff necessary to provide, perform, and complete the Services in accordance with this Agreement and in a manner consistent with the standards of professional practice by recognized consulting firms providing services of a similar nature.

B. Authorization. The execution, delivery and performance by the Consultant of this Agreement has been duly authorized by all necessary corporate action, and does not and will not violate its organizational documents, as amended and supplemented, any of the applicable requirements of law, or constitute a breach of or default under, or require any consent under, any agreement, instrument, or document to which the Consultant is now a party or by which the Consultant is now or may become bound.

C. Company Background. The information disclosed by the Consultant regarding its corporate structure, financial condition, expertise, and experience is true and correct. The Consultant will promptly notify Village in writing of any material change to or about the Consultant, including without limitation to change in ownership or control, and any change will be subject to Village approval which will not be unreasonably withheld.

D. Conflict of Interest. The Consultant represents and certifies that, to the best of its knowledge: (1) no Village employee, official, or agent has an interest in the business of the Consultant or this Agreement; (2) as of the date of this Agreement, neither the Consultant nor any person employed or associated with the Consultant has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither the Consultant nor any person employed by or associated with the Consultant will at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

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E. No Collusion. The Consultant represents and certifies that the Consultant is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Consultant is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq.*; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 2012, 720 ILCS 5/33E-1 *et seq.* The Consultant represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the Village prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it is found that the Consultant has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Consultant will be liable to the Village for all loss or damage that the Village may suffer, and this Agreement will, at the Village's option, be null and void.

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

G. No Default. The Consultant is not in arrears to the Village under any debt or contract and is not in default as surety, contractor, or otherwise to any person, unless as disclosed the Village in writing.

H. No Legal Actions Preventing Performance. As of the Effective Date, the Consultant has no knowledge of any action, suit, proceeding, claim or investigation pending or to its knowledge threatened against the Consultant in any court, or by or before any federal, state, municipal, or governmental department, commission, board, bureau, agency, or instrumentality, domestic or foreign, or before any arbitrator of any kind, that, if adversely determined, would materially affect the Consultant's ability to perform its obligation under this Agreement.

I. Patriot Act Compliance. The Consultant represents and warrants to the Village that neither the Consultant nor any of its principals, shareholders, or other employees or officials (collectively ***"Personnel"***) is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Consultant further represents and warrants that the Consultant and its Personnel are not directly or indirectly engaged in or facilitating transactions related to this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Consultant must, and will, defend, indemnify, and hold harmless the Village and its officials, officers, authorities, and all Village elected or appointed officials, officers, employees, agents, representatives, and attorneys from and against every claim, damage, loss, risk, liability, and expense (including attorneys' fees and costs) arising from or related to any breach of the representations and warranties in this Section 7.I.

SECTION 8. INDEMNIFICATION; INSURANCE; NO PERSONAL LIABILITY.

A. Indemnification. The Consultant agrees to, and does hereby, hold harmless and indemnify the Village and all Village elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from any and all claims that may be asserted at any time against any of those parties in connection with this Agreement or the Consultant's performance, or failure to perform, all or any part of the Services; provided, however, that this

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indemnity does not, and will not, apply to willful misconduct or gross negligence on the part of the Village.

B. Insurance. Contemporaneous with the Consultant's execution of this Agreement, the Consultant will provide certificates of insurance, all with coverages and limits acceptable to the Village, and the Consultant must provide certificates of insurance, endorsements, and insurance policies acceptable to the Village and including at least the minimum insurance coverage and limits set forth in **Exhibit B** to this Agreement. For good cause shown by the Consultant, the Village may extend the time for submission of the required certificates, endorsements, and policies and may impose deadlines or other terms to assure compliance with this Section 8.B. Each certificate and endorsement must be in a form acceptable to the Village and from a company with a general rating of A minus, and a financial size category of Class X or better, in Best's Insurance Guide. Each insurance policy must provide that no change, modification, or cancellation of any insurance will become effective until the expiration of 30 days after written notice of the change, modification in, or cancellation will have been given by the insurance company to the Village (10 days' written notice in the event of cancelation due to the Consultant's non-payment of premium). The Consultant must maintain and keep in force, at all times during the term of this Agreement and at the Consultant's expense, the insurance coverage provided in this Section 8.B and **Exhibit B**, including without limitation at all times while correcting any failure to meet the warranty requirements of Section 6 of this Agreement.

C. No Personal Liability. No elected or appointed official, or employee of the Village will be personally liable, in law or in contract, to the Consultant as the result of the execution and performance of this Agreement.

SECTION 9. DEFAULT.

A. Default. If the Village determines that the Consultant has failed or refused to properly undertake the Services with diligence, or has delayed in the undertaking of, the Services with diligence at a rate that assures completion of the Services in full compliance with the requirements of this Agreement, or has otherwise failed, refused, or delayed to perform or satisfy the Services or any other requirement of this Agreement (***"Event of Default"***), and fails to cure any the Event of Default within ten days after the Consultant's receipt of written notice of the Event of Default from the Village, then the Village will have the right, notwithstanding the availability of other remedies provided by law or equity, to pursue any one or more of the remedies provided for under Section 9.B of this Agreement.

B. Remedies. In case of any Event of Default, the Village may pursue the following remedies:

1. Cure by the Consultant**.** The Village may require the Consultant, 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 Consultant and the Services into compliance with this Agreement;

2. Termination of Agreement. The Village may terminate this Agreement and, notwithstanding anything in Section 4.B. of this Agreement, the Village will not have any liability for further payment of amounts due or to become due under this Agreement;

3. Withholding of Payment**.** The Village may withhold from any payment, whether or not previously approved, or may recover from the Consultant, any and all costs, including

attorneys' fees and administrative expenses, incurred by the Village as the result of any Event of Default by the Consultant or as a result of actions taken by the Village in response to any Event of Default by the Consultant.

SECTION 10. GENERAL PROVISIONS.

A. Amendment. No amendment to this Agreement will be effective unless and until the amendment is in writing, properly approved in accordance with applicable procedures, and executed.

B. Assignment. Neither Party may assign their rights or obligations under this Agreement without the prior written consent of the other party.

C. Village Actions, Consents, and Approvals. Any action, consent, or approval needed to be taken or given under this Agreement by the Village may only be performed by the Village Manager or their designee, to the extent provided for by law.

D. Binding Effect. The terms of this Agreement bind and inure to the benefit of the Parties and their agents, successors, and assigns.

E. Notice. Any notice required to be given under this Agreement must be in writing and must be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, or (iv) by E-mail. E-mail notices will be deemed valid and received by the addressee only upon explicit or implicit acknowledgment of receipt by the addressee. Unless otherwise expressly provided in this Agreement, notices will be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section 10.E, each party will have the right to change the address or the addressee, or both, for all future notices to the other party, but no notice of a change of addressee or address will be effective until actually received.

Notices to the Village will be addressed to, and delivered at, the following address:

Village of Northbrook
1225 Cedar Lane
Northbrook, Illinois 60022
Attention: Village Manager
E-mail: Cara.Pavlicek@northbrook.il.us

With a copy to:

Elrod Friedman LLP
325 N. LaSalle Street, Suite 450
Chicago, Illinois 60650
Attention: Steven M. Elrod
E-mail: Steven.Elrod@ElrodFriedman.com

Notices to the Consultant will be addressed to, and delivered at, the following address:

Attachment: Exhibit B - Economic Development Consulting Services Agreement with Michio Murakishi - Northbrook Court (6720 : A Resolution

Michio Murakishi
2156 W Berteau Avenue
Chicago, IL 60618
mmurakishi@icloud.com

F. Third Party Beneficiary. The provisions of this Agreement are and will be for the benefit of the Consultant and Village only and are not for the benefit of any third party, and accordingly, no third party shall have the right to enforce the provisions of this Agreement. The Village will not be liable to any vendor or other third party for any agreements made by the Consultant, purportedly on behalf of the Village, without the knowledge and approval of the Village Trustees.

G. 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 Village will have the right, in its sole and absolute discretion, to determine if (i) the remainder of the provisions of this Agreement will remain in full force and effect and will in no way be affected, impaired, or invalidated, or (ii) the entire agreement shall be invalid, void, and unenforceable.

H. Time of the Essence. Time is of the essence in the performance of this Agreement.

I. Governing Laws. This Agreement will be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois.

J. Venue. Exclusive jurisdiction with regard to the any actions or proceedings arising from, relating to, or in connection with this Agreement will be in the Circuit Court of Cook County, Illinois or, where applicable, in the federal court for the Northern District of Illinois. The Parties waive their respective right to transfer or change the venue of any litigation filed in the Circuit Court of Cook County, Illinois.

K. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any and all previous or contemporaneous oral or written agreements and negotiations between the Village and the Consultant with respect to the Scope of Services and the Services.

L. Non-Waiver. No waiver of any provision of this Agreement will be deemed to or constitute a waiver of any other provision of this Agreement (whether or not similar) nor will any waiver be deemed to or constitute a continuing waiver unless otherwise expressly provided in this Agreement.

M. Exhibits. Exhibits A and **B** attached to this Agreement are, incorporated in and made a part of this Agreement. In the event of a conflict between any Exhibit and the text of this Agreement, the text of this Agreement will control.

N. 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 will be cumulative and will not be exclusive of any other rights, remedies, and benefits allowed by law.

O. 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

Attachment: Exhibit B - Economic Development Consulting Services Agreement with Michio Murakishi - Northbrook Court (6720 : A Resolution

party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent must be in writing.

P. Interpretation. This Agreement will be construed without regard to the identity of the Party which drafted the various provisions of this Agreement. Every provision of this Agreement will be construed as though all Parties to this Agreement participated equally in the drafting of this Agreement. Any rule or construction that a document is to be construed against the drafting party will not be applicable to this Agreement.

Q. Survival. The provisions of Sections 5, 6 and 8 will survive the termination or expiration of the Agreement.

R. Calendar Days; Calculation of Time Periods. Unless otherwise specific in this Agreement, any reference to days in this Agreement will be construed to be calendar days. Unless otherwise specified, in computing any period of time described in this Agreement, the day of the act or event on which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless the last day is a Saturday, Sunday or legal holiday under the laws of the State in which the Property is located, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday. The final day of any period will be deemed to end at 5:00 p.m., Central time.

S. Counterpart Execution. This Agreement may be executed in several counterparts, each of which, is deemed to be an original, but all of which together will constitute one and the same instrument.

ATTEST:

By: _____
Village Clerk

VILLAGE OF NORTHBROOK

By: _____
Cara Pavlicek, Village Manager

ATTEST:

By:_____

Title:_____

CONSULTANT

By: _____

Its: _____

Attachment: Exhibit B - Economic Development Consulting Services Agreement with Michio Murakishi - Northbrook Court (6720 : A Resolution

EXHIBIT A

PROPOSAL

Dated May 18, 2023

Prepared by Michio Murakishi and sent via email to Cara Pavlicek, Village Manager

Subject Line: Professional Services Proposal; Northbrook Court TIF/BD

(attached)

Attachment: Exhibit B - Economic Development Consulting Services Agreement with Michio Murakishi - Northbrook Court (6720 : A Resolution

Michio Murakishi

2156 W Berteau Ave. | Chicago, IL 60618 (773) 849-5167 | michio@meechgroup.com

May 18, 2023 *SENT VIA EMAIL*

Cara Pavlicek
Village Manager
Village of Northbrook
1225 Cedar Ln.
Northbrook, IL 60062

Subject: Professional Services Proposal
Northbrook Court TIF/BD

Dear Ms. Pavlicek:

Per our recent conversations, we are pleased to present this proposal to provide economic development consulting services to the Village of Northbrook (the "Village") related to a potential TIF district and business district (BD) encompassing the Northbrook Court shopping mall at 1515 Lake Cook Rd. (the "property"). This letter outlines our understanding of the project, proposed scope of work, project timeframe, and estimated budget.

Background and understanding

The Village recognizes the need for implementation of a strategy to reposition and revitalize Northbrook Court shopping mall by encouraging new residential, retail, and mixed-use redevelopment. Shopping malls and large department stores have been significantly affected by changing retail demographics, evolving consumer habits, and the ongoing economic effects of the pandemic.

To address the issues of decline associated with the property, the Village is exploring an economic development incentive agreement with Brookfield Properties (the "developer"). In June 2019, the Village reached a redevelopment agreement with the developer. Brookfield subsequently revised their development program for the property, and the Village agreed to an extension to the RDA late last year.

Brookfield's current $750 million development program consists of 2,000 residential units and over 150,000 square feet of new retail space encompassing most of the property, save for the existing Neiman Marcus store and a detention area on the far south end of the property. The Developer is asking for construction of the retail component to begin in 2024 for an initial phase estimated to open in 2025 with site infrastructure and residential development to follow either simultaneously or in future phases in subsequent years.

The developer has identified a financial "gap" of $90 million of assistance needed to enable the commencement of construction of the project due to the age and condition of the existing mall property and existing infrastructure and the necessary cost of quality materials. Per the developer, the gap is especially large in the initial phase of construction given that most of the infrastructure and other costs associated with bringing the retail online and constructing the project infrastructure will be incurred during those phases.

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Brookfield has proposed three primary sources of public funding to fund their state gap of $90 million, including:

- Incremental property tax,
- Incremental sales tax, and
- BD tax.

To respond to this request, the Village has requested that we prepare this proposal to prepare TIF and BD eligibility studies and redevelopment plans for the properties that encompass the study area.

Study area

Based on the developer's proposed redevelopment plan, discussions with Village staff, and our own understanding of TIF-eligibility issues, we have identified a study area consisting of the following tax parcels (PINs) and their corresponding equalized assessed values (EAV) for tax year 2022:

Study area PINs

	2021 EAV
04-03-101-010-0000	$ 505,366
04-03-101-011-0000	294,376
04-03-101-012-0000	692,525
04-03-101-016-0000	1,141,035
04-03-101-127-0000	125,068
04-03-101-128-0000	1,221,291
04-03-101-129-0000	5,481,306
04-03-101-130-0000	148,195
04-03-101-131-0000	1,091,659
04-03-200-007-0000	5,011,029
04-03-200-008-0000	7,210,954
04-03-200-027-0000	3,828,449
04-03-200-032-0000	43,722,327
04-03-200-033-0000	1,592,884
04-03-200-034-0000	151,624
Total	**72,218,088**

These 15 PINs encompass an area of approximately 106 acres.

Proposed scope of work

In the following, we present our proposed scope of work to prepare TIF and BD eligibility studies and redevelopment plans. TIFs and BDs share much of the same eligibility analysis and redevelopment plan drafting. We have proposed a scope of work that contemplates us completing the TIF and BD work concurrently, where appropriate.

Step 1: Conduct eligibility studies

In the first step of our proposed scope of work, we will assess the eligibility of the properties in the study area, including the following project tasks:

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Attachment: Exhibit B - Economic Development Consulting Services Agreement with Michio Murakishi - Northbrook Court (6720 : A Resolution

1.1 Project coordination meeting #1

To begin the assignment, we will meet with Village staff and the Village attorney to review the scope of work, identify work products, and discuss the project schedule.

1.2 Collect and review data

Next, we will also collect and review any relevant project background information, including:

- Building data,
- GIS files,
- Infrastructure maps and information,
- Property valuation history,
- Sales tax data, and
- Taxpayer information.

We will use this information to create maps of the study area and prepare a preliminary TIF and BD eligibility analysis.

1.3 Conduct field reconnaissance

We will conduct a physical inspection of the Northbrook Court property on a parcel-by-parcel and building-by-building basis to identify the presence of TIF and BD eligibility factors.

1.4 Analyze eligibility factors

Once we have completed our field reconnaissance, we will prepare a matrix noting the presence of TIF and BD eligibility factors for all the tax parcels and improvements in the study area. This matrix, in combination with maps showing the distribution of eligibility factors, will serve as the basis for determining the final boundaries of the proposed TIF and BD.

1.5 Prepare preliminary eligibility memo

To conclude Step 1, we will prepare a memo documenting our preliminary findings regarding TIF and BD eligibility.

Step 2: Prepare redevelopment plan

In the next step of the assignment, we will prepare a draft TIF redevelopment plan and project document (the "redevelopment plan") and BD plan.

2.1 Project coordination meeting #2

In the second project coordination meeting, we will discuss the findings included in our preliminary eligibility memo and the drafting of the redevelopment plan and BD plan.

2.2 Draft TIF redevelopment plan

We will prepare a draft redevelopment plan consisting of the following elements as required by the TIF statute:

- Redevelopment project area (RPA) description,
- Legal description of RPA,
- Summary of conditions and analysis of eligibility factors,
- Redevelopment plan goals and project objectives,
- Redevelopment strategies and activities,

- Existing and proposed land use,
- Most recent EAV and estimated future EAV,
- Estimated redevelopment project costs,
- Assessment of impact on other taxing districts,
- Affirmative action plan, and
- Statement of conformance with other community plans.

The draft redevelopment plan, in combination with the TIF eligibility study, will serve as the basis for the TIF designation report.

2.3 Draft business district plan

We will next prepare a BD plan document in accordance with the Act. This will include items such as:

- General description of the BD boundaries and a map,
- Legal description,
- Eligibility findings,
- Comparison of the BD to the comprehensive plan and other planning documents,
- Rate of any taxes to be imposed in the BD, and
- Period of that the taxes will be imposed.

At the conclusion of this step, we will submit a draft BD plan to Village staff for review.

2.4 Draft TIF designation report

We will prepare a draft designation report consisting of the draft eligibility study, redevelopment plan, supporting map exhibits, legal description, and other required documentation for review by the Village.

Step 3: Public noticing and approval process

In the last step of the project, we will work with the Village on scheduling required public meetings and related noting requirements.

3.1 Project coordination meeting #3

We will meet with Village staff to create a timeline for the adoption of the proposed TIF district and assist with the preparation of the required approval ordinances. We will also review the draft TIF designation report and BD plan documents

3.2 Prepare mailing lists for public noticing

We will prepare a mailing list based on taxpayer information from Cook County. The Village can then use this list to the mail public notices required by the TIF statute, including those to taxpayers within the proposed TIF district and residential addresses within 750 feet of the proposed boundaries.

3.2 Attend approval meetings

We will attend all public meetings required by the TIF and BD statutes, including one meeting of the TIF Joint Review Board (JRB), two formal public hearings to discuss the proposed TIF district and respond to questions from the public, and one meeting of the Village Board to answer remaining questions and assist with TIF and BD adoption.

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3.3 Revise documents

We will perform revisions to the draft designation report and BD plan based on public comment and Village Board recommendations.

3.4 File required documents

We will assist the Village in submitting all required forms and data to the Cook County Clerk and Illinois Department of Commerce and Economic Opportunity.

Proposed project budget

Based on the proposed scope of work outlined above and an hourly rate of **$250**, we anticipate that our professional fees for this assignment will not exceed **$37,500**. Any direct expenses will be billed in addition to professional fees, if applicable. In the table below, we summarize our proposed budget:

	Hrs.	Fee
Step 1: Conduct eligibility studies		
1.1 Project coordination meeting #1	2	500
1.2 Collect and review data	4	1,000
1.3 Conduct field reconnaissance	12	3,000
1.4 Analyze eligibility factors	24	6,000
1.5 Prepare preliminary eligibility memo	16	4,000
Subtotal: Step 1	**58**	**14,500**
Step 2: Prepare redevelopment plans		
2.1 Project coordination meeting #2	2	500
2.2 Draft TIF redevelopment plan	24	6,000
2.3 Draft BD plan	24	6,000
2.4 Draft TIF designation report	4	1,000
Subtotal: Step 2	**54**	**13,500**
Step 3: Public noticing and approval process		
3.1 Project coordination meeting #3	2	500
3.2 Prepare mailing lists for public noticing	4	1,000
3.2 Attend approval meetings	12	3,000
3.3 Revise document	8	2,000
3.4 File required documents	4	1,000
Subtotal: Step 3	**30**	**7,500**
Subtotal: Hours and fee	**142**	**35,500**
Plus: Direct expenses and contingency		2,000
Total: Proposed project budget		**37,500**

The cost for this assignment may increase if the engagement entails additional time due to issues that we could not have reasonably foreseen, or the scope of work is modified at your request. If this should occur, we will work with you to establish a mutually acceptable revision of the terms of our engagement. If the time spent on this assignment is less than anticipated, we will bill accordingly.

Once we begin work on the assignment, we will send periodic billing statements to the Village for professional fees and direct expenses incurred, payable within 10 business days after the date of the invoice.

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Proposed project schedule

We anticipate that it will take at least three (3) months from the date of our engagement to complete both phases of our proposed scope of work. Timing may be affected by the availability of data sources, including, but not limited to, information needed from the Cook County Clerk, Cook County Assessor, Cook County Treasurer, and Cook County Recorder. We will work with you, however, to meet any specific deadlines you may have during the assignment.

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Acceptance procedures

We appreciate the opportunity to present this proposal to you and look forward to working with you on this critical project. Please contact Michio Murakishi at (773) 849-5167 or michio@meechgroup.com with any questions regarding this proposal.

To indicate your acceptance of this proposal, please sign below and return a copy to us as authorization for us to proceed with work on the assignment.

Sincerely,

Michio Murakishi

Village of Northbrook:

By: _____ **Date:** _____

Name: _____ **Title:** _____

Attachment: Exhibit B - Economic Development Consulting Services Agreement with Michio Murakishi - Northbrook Court (6720 : A Resolution

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EXHIBIT B

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

Insurance will evidence that coverage applies in the State of Illinois.

B. Comprehensive Motor Vehicle Liability with a combined single limit of liability for bodily injury and property damage of not less than $1,000,000 for vehicles owned, non-owned, or rented.

All employees will be included as insureds.

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

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

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

Coverages will include:

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

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 so that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover the loss.

E. Village as Additional Insured. Village will be named as an Additional Insured on all policies except for:

Worker's Compensation

Professional Liability

Each 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, the Consultants, and representatives.

F. Other Parties as Additional Insureds. In addition to Village, the following parties will be named as additional insured on the following policies:

Additional Insured	Policy or Policies
_____	_____
_____	_____
_____	_____

Attachment: Exhibit B - Economic Development Consulting Services Agreement with Michio Murakishi - Northbrook Court (6720 : A Resolution

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GEOGRAPHIC INFORMATION SYSTEMS TECHNOLOGY RIDER

The Village has developed digital map information through Geographic Information Systems Technology (***"GIS Data"***) concerning the real property located within the Village. If requested to do so by the Consultant, the Village agrees to supply the Consultant with a digital copy of the GIS Data, subject to the following conditions:

1. **Limited Access to GIS Data.** The GIS Data provided by the Village will be limited to the scope of the Work that the Consultant is to provide for the Village;

2. **Purpose of GIS Data.** The Consultant will limit its use of the GIS Data to its intended purpose of furtherance of the Work; and

3. **Agreement with Respect to GIS Data.**

a. **Trade Secrets of the Village.** The GIS Data constitutes proprietary materials and trade secrets of the Village and is the property of the Village;

b. **Consent of Village Required.** The Consultant may not provide or make available the GIS Data in any form to anyone without the prior written consent of the Village.

c. **Supply to Village.** At the request of the Village, the Consultant will provide the Village with all information that has been developed by the Consultant based on the GIS Data;

d. **No Guarantee of Accuracy.** The Village makes no guarantee as to the accuracy, completeness, or suitability of the GIS Data in regard to the Consultant's intended use of the GIS Data; and

e. **Discontinuation of Use.** At the time as the Services have been completed to the satisfaction of the Village, the Consultant will cease its use of the GIS Data for any purpose whatsoever; and, upon request, an authorized representative of the Village will be afforded sufficient access to the Consultant's premises and data processing equipment to verify that all use of the GIS Data has been discontinued.

MEMORANDUM
VILLAGE OF NORTHBROOK
DEVELOPMENT AND PLANNING SERVICES

TO: CARA PAVLICEK, VILLAGE MANAGER

FROM: SWATI PANDEY, SENIOR PLANNER

DATE: MAY 23, 2023

SUBJECT: AN ORDINANCE FOR TEXT AMENDMENT FOR 1809 WALTERS FOR ST. NORBERT'S ELECTRONIC SIGN

On May 23, 2023, the Board of Trustees is scheduled to consider draft ordinances approving an application submitted by Catholic Bishop of Chicago – St. Norbert and Our Lady of the Brook (the "Applicant"), as owner of 1809 Walters Avenue (the "Subject Property") for the installation of a multi-color display electronic bulletin board ground sign at the intersection of Walters Avenue and Meadow Road.

Plan Commission:
On March 21, 2023, the Plan Commission conducted a public hearing on the application during its regular meeting. Following testimony from the Applicant and there being no comments from the public (one written public comment was submitted to the Plan Commission prior to the meeting; also attached here); the Commission closed the public hearing and discussed the application. The Commission found the amendment appropriate and stated that the sign should only be allowed by special permit. The Commission directed staff to issue notice for a second public hearing to discuss the special permit request and prepare a resolution including all zoning relief requests to consider at the second hearing.

On April 18, 2023, the Plan Commission held a second public hearing to consider the special permit request and also considered a resolution to approve the electronic ground sign for the Subject Property. The Plan Commission adopted, by a vote of 6-0 (three members absent), Resolution No. 23-PC-05 (attached) recommending approval of the zoning code text amendment and special permit with the conditions noted below.

A. Zoning Code Text Amendment. Article VIII, Article IX, and Appendix B of the Northbrook Zoning Code shall be amended in substantially the form set forth.

B. Special Permit for Electronic Message Board Display. A Special Permit Approval to Allow Electronic Message Board Display in the IB District, shall be issued to the Applicant for the Subject Property. The Sign Plan, prepared by Parvin-Clauss Sign Company, consisting of one page, with the most recent revision date of November 29, 2022.

The staff reports from both Plan Commission meetings and minutes from the March 21 public hearing are included for reference. The approved minutes from April 18 meeting were not available at this time.

Architectural Control Commission (ACC):
On May 11, 2023, the ACC reviewed the application for the electronic ground sign. Considering the Subject Property is located in the Village Green Overlay (VGO) district of the Zoning Code, the ACC is required to review a replacement sign for a Level II Design Review Permit. The ACC unanimously found the design of the sign acceptable and recommended approval. The staff report from the meeting is attached. The minutes from May 11 meeting were not available at this time.

On May 23, 2023, the Board is scheduled to consider the following documents:

1. An Ordinance Amending the Northbrook Zoning Code to Allow Multi-Color Electronic Message Board Display in the IB Institutional Building District, and

2. An Ordinance Granting Special Permit for Ground Sign with Multi-Color Electronic Message Board Display and Setback Variation in IB District.

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 ordinances approving the text amendment and special permit with the noted conditions has been placed on the consent agenda of the May 23, 2023 meeting.

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

Ordinance (ID # 6646)

An Ordinance Amending the Northbrook Zoning Code to Allow Multi-Color Electronic Message Board Display in the IB Institutional Building District (St. Norbert's & Our Lady of the Brook – 1809 Walters Avenue) (Plan Commission Docket No. PCD-23-02)

Passed by the Board of Trustees, 5/23/2023
Printed and Published 5/24/2023

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 # 6646)

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 the Northbrook Zoning Code to Allow Multi-Color Electronic Message Board Display in the IB Institutional Building District (St. Norbert's & Our Lady of the Brook – 1809 Walters Avenue) (Plan Commission Docket No. PCD-23-02)

shall be, and is hereby, adopted as follows:

Section 1. BACKGROUND.

Catholic Bishop of Chicago – St. Norbert and Our Lady of the Brook ("***Applicant***") has requested a text amendment to the Northbrook Zoning Code (1988), as amended ("***Zoning Code***"), to allow the use of multi-color electronic message board ground signs in the IB Institutional Building District. Upon review of the proposed text amendment, the Plan Commission has determined that the land use impact of allowing multi-color electronic message board displays as a special use are compatible with the IB District subject to specific conditions.

The President and Board of Trustees have determined that it is in the best interest of the Village and the public health, safety, and welfare, to amend the Zoning Code in the manner recommended by the Plan Commission and as specifically provided in this Ordinance. The amendments are adopted in accordance with the Zoning Code and pursuant to the Village's home rule powers.

Section 2. PUBLIC HEARINGS.

A public notice for the Applicant's Requested Relief was duly published on March 2, 2023 and March 30, 2023 in *the Northbrook Herald* and a public hearing was held at the Plan Commission's regular meeting on March 21, 2023, and April 18, 2023. On April 18, 2023, the Plan Commission formally adopted Resolution No. 23-PC-05 recommending approval of the Requested Relief.

Section 3. AMENDMENT TO SUBSECTION 8-402 G OF THE ZONING CODE.

Subsection 8-402 G of the Zoning Code shall be, and is hereby, amended to add Village S.I.C. No. "9966.05: Institutional Bulletin Board Ground Sign with Electronic Message Board Display" as a special permit use in the IB Institutional Building District.

.

Section 4. AMENDMENT TO SUBPARAGRAPH 9-106 L OF THE ZONING CODE.

Subparagraph 9-106 L (1) of the Zoning Code, entitled "Functional Types Permitted," shall be, and is hereby, amended as follows:

e) Institutional Bulletin Board Signs, but not in Industrial Districts. Institutional Bulletin Board Signs that incorporate electronic message board displays shall only be allowed in the IB and OS zoning districts and shall be subject to the following conditions:

1) Institutional Bulletin Board Signs that incorporate electronic message board displays may only be permitted if they are constructed as ground signs with landscaping around the sign base approved by the Village Manager.

2) Electronic message displays shall be **permitted if** restricted to a single color for the entire message screen. ~~The display may only use~~ **consisting of only** white or amber light. **The use of full-color content, in text or graphics, provided that all messaging is static and the message changes are to be instantaneous without scrolling, sweeping, dissolves, or other such animations shall be allowed in the IB District by special permit. The illumination of the electronic message sign shall be automated to dim in conjunction with the ambient lighting at various times of day.**

3) The electronic message board component may comprise no more than 60 percent of the sign's total area.

4) The message shall not flash. The displayed message may be changed by intermittent lighting changes, but such changes shall not exceed ~~twelve (12)~~ **six (6)** per minute.

5) All institutional bulletin board signs with an electronic display shall comply with the restrictions on hours and intensity of illumination established in 9-106D(1) of this Code.

6) No more than one electronic message board display shall be permitted on any one zoning lot provided, however, that zoning lots in the IB or OS zoning district that are in excess of 200 acres in size and have frontage on more than one public street may have up to two electronic message board displays so long as such displays are; (a) separated by a minimum of 1,000 lineal feet and (b) located on separate public street frontages.

7) In addition to the above conditions, any institutional bulletin board sign with an electronic display that is to be located within 250 feet of a principal residential structure shall also require the issuance of a special permit pursuant to Section 11-602 of this Code.

Section 5. AMENDMENT TO APPENDIX B OF THE ZONING CODE.

The Master Use Table contained in Appendix B of the Zoning Code shall be, and is hereby, amended to amend the descriptive text and add the following as a special permit use in the IB District:

Village SIC Code	Descriptive Text	C1	C2	C3	C4	C5	O1	O2	O3	O4	O5	ICS	I1	I2	OS	IB	MFRC	RLC

9966.05	**Institutional Bulletin Board Ground Sign with Electronic Message Board Display**														**S**			

Section 6. EFFECTIVE DATE.

This Ordinance shall be in full force and effect ten days after its passage, approval, and publication in pamphlet form in the manner provided by law.

Scheduled: 5/23/2023

ATTEST:

Village President

Village Clerk

APPROVED
RESOLUTION NO. 23-PC-05

VILLAGE OF NORTHBROOK PLAN COMMISSION
DOCKET NO. PCD-23-02
(1809 WALTERS AVENUE – ST. NORBERT'S ELECTRONIC MESSAGE BOARD)

WHEREAS, an application has been filed by Catholic Bishop of Chicago – St. Norbert and our Lady of the Brook (the "Applicant") as owner of the property commonly known as 1809 Walters Avenue (the "Subject Property"), and

WHEREAS, the Applicant has filed an application (Docket No. PCD-23-02) with the Village of Northbrook requesting:

A. Amend Part 1-C Sign Regulations of Article IX of the Village's Zoning Code to allow Institutional Bulletin Board Signs with multi-color electronic message board displays in IB district; and

B. Special Permit for an electronic message board sign with multi-color display in IB district;

C. Variation to reduce the ground sign setback from six feet to zero feet in the corner side yard; and

D. Approval of any other 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 Subject Property is zoned IB Institutional Building (Village Green Overlay) District in the Village of Northbrook; and

WHEREAS, the Subject Property is designated as appropriate for Institutional Facility land uses in the Village of Northbrook Comprehensive Plan; and

WHEREAS, a public notice for this docket was duly published on March 2, 2023 and March 30, 2023 in the *Northbrook Herald* and public hearings were held at the Plan Commission's regular meeting on March 21, 2023, and April 18, 2023; and

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 23, 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:

Attachment: 1809 Walters - PC Resolution, Minutes, Staff Report (6646 : An Ordinance for Text Amendment for 1809 Walters for St. Norbert's

Resolution No. 23-PC-05
Docket No. PCD-23-02 – St. Norbert's Electronic Message Board – 1809 Walters Avenue

1. Findings:

A. Comprehensive Plan Compliance. The Northbrook Plan Commission does hereby find that with respect to Docket No. PCD-23-02, the proposed application **is in general compliance** with the Northbrook Comprehensive Plan, and specifically in compliance with the Future Land Use Map.

B. Zoning Code Text Amendment. With respect to Docket No. PCD-23-02A, the Plan Commission hereby finds that the Applicants' request to amend the Zoning Code to allow an electronic message board display sign by special permit in the IB District, **does meet** the standards in Subsection 11-601E of the Northbrook Zoning Code for amending said Code.

C. Special Permit for Electronic Message Board. With respect to Docket No. 23-02B, the Plan Commission does hereby find that the Special Permit standards established in Paragraph 11-602 E1 of the Zoning Code, for the proposed electronic message board sign on the Subject Property **are satisfied** as follows:

1) The electronic message board sign will be in harmony with the general and specific purposes for which this Code was enacted and for which the regulations of the IB District were adopted, and with the general purpose and intent of the Official Comprehensive Plan.

2) The electronic message board sign 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.

3) The electronic message board 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 electronic message board sign will be served adequately by essential public facilities and services.

5) The electronic message board sign will not cause undue traffic congestion nor draw significant amounts of traffic through residential streets.

6) The electronic message board sign will not result in the destruction, loss or damage of natural, scenic or historic features of significant importance.

7) The electronic message board sign complies with all additional standards imposed on it by the particular provisions of the Zoning Code authorizing such use.

D. Setback Variation. With respect to Docket No. PCD-23-02C, the request that a variation be authorized to reduce the ground sign setback from six feet to zero feet in the corner side yard; the Plan Commission finds that the requested variation **is consistent** with the standards for variations established in Subsection 11-503F of Zoning Code.

E. Other Relief Necessary. With respect to Docket No. PCD-23-02D, 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. 23-02A/B/C based on the findings established herein, subject to the following conditions:

A. Zoning Code Text Amendment. Article VIII, Article IX, and Appendix B of the Northbrook Zoning Code shall be amended in substantially the form set forth in **Exhibit A** to this resolution.

Attachment: 1809 Walters - PC Resolution, Minutes, Staff Report (6646 : An Ordinance for Text Amendment for 1809 Walters for St. Norbert's

Resolution No. 23-PC-05
Docket No. PCD-23-02 – St. Norbert's Electronic Message Board – 1809 Walters Avenue

B. Special Permit for Electronic Message Board Display. A Special Permit Approval to Allow Electronic Message Board Display in the IB District, shall be issued to the Applicant for the Subject Property. The Sign Plan, prepared by Parvin-Clauss Sign Company, consisting of one page, with the most recent revision date of November 29, 2022, is attached to this resolution as **Exhibit B**.

ADOPTED THIS 18th day of April 2023.

AYES:	(6)	Sandler, DeBartolo, Morgen, Torf, Schwager, Elisco
NAYS:	(0)	
ABSENT:	(3)	Halperin, Melnick, Walden
ABSTAIN:	(0)	

/s/ Steven Elisco
Steven Elisco, Chairman
Northbrook Plan Commission

ATTEST:
/s/ Jonathan Mendel
Jonathan Mendel, Director
Development and Planning Services

Attachment: 1809 Walters - PC Resolution, Minutes, Staff Report (6646 : An Ordinance for Text Amendment for 1809 Walters for St. Norbert's

Exhibit A

AMENDMENT TO SUBSECTION 8-402 G

[Added text **bold and double underlined**; deleted text struck through]

8-402 G Public Administration

Subsection 8-402 G of the Zoning Code shall be, and is hereby, amended to add Village S.I.C. No. "9966.05: Institutional Bulletin Board Ground Sign with Electronic Message Board Display" as a special permit use in the IB Institutional Building District.

AMENDMENT TO SUBSECTION 9-106 L

9-106L Sign Regulations for Open Space, Industrial and Institutional Buildings District.

District Regulations – IB Institutional Building District.

1. **Functional Types Permitted.**

   e) Institutional Bulletin Board Signs, but not in Industrial Districts. Institutional Bulletin Board Signs that incorporate electronic message board displays shall only be allowed in the IB and OS zoning districts and shall be subject to the following conditions:

   1) Institutional Bulletin Board Signs that incorporate electronic message board displays may only be permitted if they are constructed as ground signs with landscaping around the sign base approved by the Village Manager.

   2) Electronic message displays shall be **permitted if** restricted to a single color for the entire message screen~~. The display may only use~~ **consisting of only** white or amber light. **The use of full-color content, in text or graphics, provided that all messaging is static and the message changes are to be instantaneous without scrolling, sweeping, dissolves, or other such animations shall be allowed in the IB District by special permit. The illumination of the electronic message sign shall be automated to dim in conjunction with the ambient lighting at various times of day.**

   3) The electronic message board component may comprise no more than 60 percent of the sign's total area.

   4) The message shall not flash. The displayed message may be changed by intermittent lighting changes, but such changes shall not exceed ~~twelve (12)~~ **six (6)** per minute.

   5) All institutional bulletin board signs with an electronic display shall comply with the restrictions on hours and intensity of illumination established in 9-106D(1) of this Code.

   6) No more than one electronic message board display shall be permitted on any one zoning lot provided, however, that zoning lots in the IB or OS zoning district that are in excess of 200 acres in size and have frontage on more than one

Attachment: 1809 Walters - PC Resolution, Minutes, Staff Report (6646 : An Ordinance for Text Amendment for 1809 Walters for St. Norbert's

public street may have up to two electronic message board displays so long as such displays are; (a) separated by a minimum of 1,000 lineal feet and (b) located on separate public street frontages.

7) In addition to the above conditions, any institutional bulletin board sign with an electronic display that is to be located within 250 feet of a principal residential structure shall also require the issuance of a special permit pursuant to Section 11-602 of this Code.

AMENDMENT TO APPENDIX B OF THE ZONING CODE

The Master Use Table contained in Appendix B of the Zoning Code shall be, and is hereby, amended to add the following use as a special permit use in the IB District:

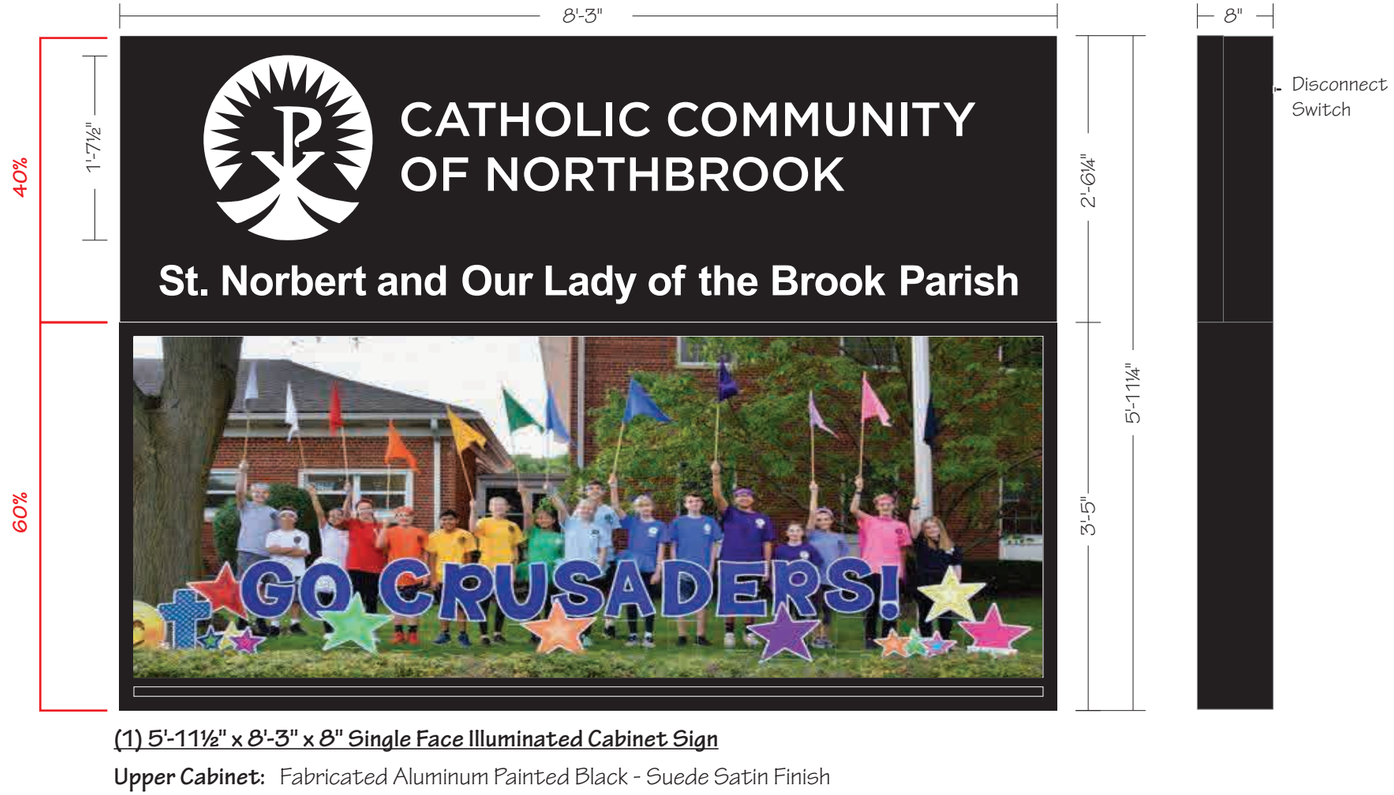
CODE	DESCRIPTIVE TEXT	C1	C2	C3	C4	C5	O1	O2	O3	O4	O5	ICS	I1	I2	OS	IB	MFRC	RLC
9966.05	Institutional Bulletin Board Ground Sign with Electronic Message Board Display															S		

Attachment: 1809 Walters - PC Resolution, Minutes, Staff Report (6646 : An Ordinance for Text Amendment for 1809 Walters for St. Norbert's

Exhibit B

Sign Plan

Attachment: 1809 Walters - PC Resolution, Minutes, Staff Report (6646 : An Ordinance for Text Amendment for 1809 Walters for St. Norbert's



(1) 5'-11½" x 8'-3" x 8" Single Face Illuminated Cabinet Sign

Upper Cabinet: Fabricated Aluminum Painted Black - Suede Satin Finish
Face: .125" thk. Aluminum Painted Black - Sured Satin Finish
Header Graphics: Routed & Backed with White Acrylic
Illumination: White LEDs w/ 12V 60W 120/277V Power Supplies
EMC Unit: (1) 3'-5" x 8'-3" (3'-0" x 8'-0" viewable) 10mm (90x240matrix) single face
Watchfire display featuring Ignite OP content management software and broadband communication
Power: Reuse Existing Electrical Circuit at Site
Mounting: Attach to Masonry Columns w/ Steel Angle Brackets & Masonry Anchors

NOTE: Masonry By Others



Existing



Proposed

Parvin-Clauss
SIGN COMPANY
Design ▪ Fabrication ▪ Installation ▪ Maintenance
165TubewayDrive▪CarolStream▪Illinois60188
Tel/630-510-2020 ▪ Fax/630-510-2074
e-mail/signs@parvinclauss.com
www.parvinclauss.com

PROJECT:

CATHOLIC COMMUNITY OF NORTHBROOK
St. Norbert and Our Lady of the Brook Parish

1809 Walters Avenue
Northbrook, IL 60062

CUSTOMER APPROVAL:

DATE

AUTHORIZED SIGNATURE

REPRESENTATIVE
Tyler Neubauer / KZ

DRAWN BY
Bill Marlow

DATE
7.25.22

SCALE
3/4" = 1'

SHEET NO.
1 of 1

ESTIMATE / JOB NUMBER
10281

FILE NAME
STN10281

REVISIONS:

1 8.17.22 - new graphics
2 11.29.22 - size / details
3
4
5
6
7
8

This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electrical Code and/or other applicable local codes. This includes proper grounding and bonding o

This sign is built to UL Standards for operation in North America.

"This Document is owned by, and the information contained in it is proprietary to, Parvin-Clauss Sign Company. By receipt hereof the holder agrees not to use the information, disclose it to any third party, nor reproduce this document without the prior written consent of Parvin-Clauss Sign Company. Holder also agrees to immediately return this document upon request of Parvin-Clauss Sign Company."

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Plan Commission

Plan Commission

~ Minutes ~

1225 Cedar Lane
Northbrook, IL 60062
www.northbrook.il.us

Debbie Ford
(847) 664-4013

Tuesday, March 21, 2023 7:30 PM Sandra "Sandy" Frum Board Room

1. CALL TO ORDER

Attendee Name	Title	Status	Arrived
Steven Elisco	Chairperson	Present	
Jeff Sandler	Commissioner	Absent	
Jeremy Melnick	Commissioner	Present	
Mark DeBartolo	Commissioner	Present	
Allen Morgen	Commissioner	Present	
Amy Torf	Commissioner	Present	
Eric Schwager	Commissioner	Present	
Ken Walden	Commissioner	Present	
Keri Halperin	Commissioner	Absent	
Swati Pandey	Planner	Absent	
Michaela Kohlstedt	Director	Present	
Caitlyn Culbertson	Village Attorney	Present	

2. MINUTES APPROVAL

Commissioner DeBartolo moved, Commissioner Morgen seconded the motion to approve the regular meeting minutes as amended. On voice vote, all were in favor.

Commissioner Torf Abstained

3. COMMUNITY PLANNING REPORT

Michaela Kohlstedt, Director reported the Village Board approved the Tesla development project. She requested the Plan Commission create a list for the consultants to review regarding the Zoning Code project. The plan is to schedule a community workshop and launch a webpage with survey. Furthermore, the April 4th meeting was cancelled due to Election Day.

Chairman Elisco asked if the Village will be creating a form based code. Ms. Kohlstedt responded no; however, the idea can be shared with the consultants.

4. HEAR FROM THE AUDIENCE

5. REVIEW OF DRAFT RESOLUTIONS

Attachment: 1809 Walters - PC Resolution, Minutes, Staff Report (6646 : An Ordinance for Text Amendment for 1809 Walters for St. Norbert's

A. **DOCKET NO. PCD-23-03: 4159-4165 DUNDEE ROAD - NOGGIN BUILDERS (Public Hearing Closed). Consideration of a Resolution recommending approval of an application filed by Noggin Builders, LLC as potential lessee of a portion of the property (4159-4165 Dundee Road) commonly known as Sanders Court Shopping Center at 4125-4195 Dundee Road, which is owned by WFC Lincoln Sanders, LLC for the purposes of: A) Approval of a special permit to allow Schools and Educational Services, Not Elsewhere Classified (SIC No. 8299.01); and B) Approval of any other such variations, waivers, and zoning relief as may be necessary.**

Commissioner Torf recused herself and is identified as absent for this portion of the agenda.

Commissioner Melnick made a motion approve a resolution for Docket No. PCD-23-03, 4159-4165 Dundee Road - Noggin Builders, as prepared and submitted by staff; seconded by Commissioner Morgen. On roll call vote, all were in favor. (6 Yes Votes, 0 No Votes)

Michaela Kohlstedt, Director confirmed the Village Board will review the application on April 11, 2023.

6. REVIEW OF NEW APPLICATIONS

A. **DOCKET NO. PCD-23-02: 1809 WALTERS - ST. NORBERT & OUR LADY OF THE BROOK (First Public Hearing). An application filed by Catholic Bishop of Chicago – St. Norbert and our Lady of the Brook as owner of 1809 Walters Avenue, for the purpose of authorizing the following zoning relief: A) Amend Part 1-C Sign Regulations of Article IX of the Village's Zoning Code to allow Institutional Bulletin Board Signs with multi-color electronic message board displays in IB district; and B) Approval of any other such variations, waivers, and zoning relief as may be necessary to accomplish development and use of the Subject Property as requested by the Applicant**

Michaela Kohlstedt, Director discussed an application submitted by St. Norbert and Our Lady of the Brook, for the property located at 1809 Walters Avenue. The applicant is requesting zoning relief to allow installation of an electronic bulletin board sign. The property is zoned IB Institutional Building District; and the Comprehensive Plan's Future Land Use designation is Institutional Facility. She provided a brief overview of the following: proposed sign location, sign design, and map of electronic message signs. Furthermore, the Village Board expressed concern the request will impact surrounding properties. She noted the requested relief/primary issues the Plan Commission should consider.

Commissioner Melnick asked if only one vehicle damaged the previous sign. Ms. Kohlstedt responded yes.

Commissioner Melnick asked if safety measures should be taken to protect the proposed sign, such as placing a bollard in front of the sign. Ms. Kohlstedt responded the ACC (Architectural Control Commission) will need to review the recommendation. She noted the Commission received public correspondence regarding the sign location.

Commissioner DeBartolo asked if the Techny Prairie sign is located in the IB District. Ms. Kohlstedt responded no; the sign is located in the OS District.

Ms. Kohlstedt clarified the differences between IB and OS.

Chairman Elisco noted the approved Spur sign was never installed.

Ms. Kohlstedt clarified the locations of several electronic bulletin board signs in Northbrook.

Attachment: 1809 Walters - PC Resolution, Minutes, Staff Report (6646 : An Ordinance for Text Amendment for 1809 Walters for St. Norbert's

Chairman Elisco opened public comment.

Michelle Forys, Project Manager with Parvin-Clauss Sign Company, spoke on the purpose of the multicolored electronic sign design. The chosen sign design is only offered in a multicolored pallet, which the applicant favors.

Commissioner DeBartolo asked if the top part of the sign is electronic. Ms. Forys responded no; the top part of the sign is considered an illuminated cabinet and the lettering will be in white.

Commissioner Morgen asked if the sign will be left on for 24-hours. Ms. Forys responded the sign has timer settings that can be customized.

Chairman Elisco asked if the sign can show photographic images. Ms. Forys responded yes; the sign can show photographic images and text.

Commissioner DeBartolo asked if they plan on rotating the images six times per minute. Ms. Forys responded the applicant is requesting a 10-second hold for each image.

Father Chris Gustafson, Pastor with St. Norbert and Our Lady of the Brook, commented the goal is to display informational messages only. No flashing or animation. There is a visual presence at the end of the street and the sign will assist in motorists knowing to stop and that the Meadow Street ends.

Commissioner Schwager asked if the applicant believes the sign will distract drivers. Father Gustafson responded no.

Ms. Forys noted the sign will present a static appearance to the public.

Commissioner Walden asked if parking is available in front of the sign. Father Gustafson responded no.

Parker Roberts, Parvin-Clauss Sign Company, confirmed the sign design and function will not distract drivers. Furthermore, studies show images convey messages faster than text; and a stop sign is located in front of the sign.

Commissioner Melnick made a motion to close the public hearing; seconded by Commissioner Morgen. On roll call vote, all were in favor. (7 Yes Votes, 0 No Votes)

Commissioner Morgen stated he favors the request. He suggested the Commission establish a time schedule for the sign operations.

Commissioner Torf stated she favors the request. She suggested the Commission consider the image frequency.

Commissioner Walden favors limiting the image changes to 6 per minute.

Commissioner Melnick favors limiting the image changes to 6 per minute.

Commissioner DeBartolo stated the frequency of change for electronic signs should be universal for all zoning districts. Has no issue with the sign being multi-color. He expressed concern regarding the following: sign location, pedestrian safety, and 6 image changes per minute.

Commissioner Schwager concurs with Commissioner DeBartolo. He suggested the Commission address the consistency in the sign regulations before moving forward with the request. He expressed concern regarding the following: sign dimensions, and pedestrian safety. Not in favor of the sign.

Chairman Elisco stated he favors the request. He noted the Northbrook Zoning Code needs to be updated regarding signage regulations for electronic signs. Furthermore, he favors the following:

Attachment: 1809 Walters - PC Resolution, Minutes, Staff Report (6646 : An Ordinance for Text Amendment for 1809 Walters for St. Norbert's

limiting the image changes to 6 per minute, fading 10-second effect, evening light dimming, and no animation.

Chairman Elisco asked if the sign maximum is 60%. Ms. Kohlstedt responded yes; a sign panel is required with a message board.

Ms. Kohlstedt confirmed the I1 and C2 require a special permit for electronic signs. She noted a resolution will be presented to the Commission on April 18, 2023.

Chairman Elisco favors establishing a special permit.

Commissioners Morgen and Torf favor establishing a special permit.

Ms. Kohlstedt confirmed the public can apply for an electronic sign, if the Commission does not establish a special permit. She clarified the options available for the Commission to choose from.

Chairman Elisco commented the Commission favors the following for the IB District: fade transition, no animations, evening light dimming, and special permit.

Ms. Kohlstedt cited the illumination and light timing language in the Zoning Code.

Commissioner DeBartolo made a motion for staff to prepare a resolution for Docket No. PCD-23-02, 1809 Walters - St. Norbert & Our Lady of the Brook resolution for an electronic sign as amended; seconded by Commissioner Morgen. On roll call vote, all were in favor. (7 Yes Votes, 0 No Votes)

7. OLD BUSINESS

8. NEW BUSINESS

9. ADJOURN

Commissioner Morgen made a motion, seconded by Commissioner DeBartolo to adjourn. On voice vote, a motion to adjourn passed unanimously. Adjourned at 8:32 p.m.

Attachment: 1809 Walters - PC Resolution, Minutes, Staff Report (6646 : An Ordinance for Text Amendment for 1809 Walters for St. Norbert's

northbrook

DEVELOPMENT & PLANNING SERVICES DEPARTMENT

Attachment: 1809 Walters - PC Resolution, Minutes, Staff Report (6646 : An Ordinance for Text Amendment for 1809 Walters for St. Norbert's

MEMORANDUM

To: Plan Commission
From Michaela Kohlstedt, Director of Development & Planning Services
Date: March 21, 2023
Subject: PCD-23-02: 1809 Walters – St. Norbert & Our Lady of the Brook Electronic Institutional Bulletin Board Ground Sign

INTRODUCTION

On March 21, 2023 the Plan Commission will conduct the first public hearing on an application filed by Catholic Bishop of Chicago – St. Norbert and Our Lady of the Brook (the "Applicant") as owner of 1809 Walters Avenue (the "Subject Property"), for the purpose of authorizing the following zoning relief to allow installation of an electronic bulletin board sign:

A. Amend Part 1-C Sign Regulations of Article IX of the Village's Zoning Code to allow Institutional Bulletin Board Signs with multi-color electronic message board displays in IB district; and

B. Approval of any other such variations, waivers, and zoning relief as may be necessary to accomplish development and use of the Subject Property as requested by the Applicant: ***NOTE: The application requires a corner side yard variation to reduce the setback requirement for the ground sign from six feet to zero feet.***

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 March 2, 2023 edition of the *Northbrook Herald*. To date staff has not received any public comments on the application.

PROPERTY DESCRIPTION

The Subject Property:

- is 4.6 acres (approximately) in size and is zoned IB Institutional Building District;
- is located on the southwest side of Walters Avenue and Spruce Street (south of the Village Green Park);
- contains a place of worship and an accessory school with multiple buildings;
- the surrounding properties zoning and land uses are depicted on the attached Application Summary;
- the Comprehensive Plan's Future Land Use designation is Institutional Facility;
- is not located within the 100-year flood plain; and
- is not located in proximity to any areas identified in the Master Stormwater Management Plan.
- The Village's Bicycle and Pedestrian Plan designates Walters Avenue in front of the Subject Property appropriate for a Signed and Marked Roadway while it also shows that a signed bike route exists at this location. Spruce Street does not contain any plan for bicycle infrastructure. The Walters Avenue project shall be considered higher priority based on the overall implementation of the plan.

BACKGROUND INFORMATION

The Subject Property is home to St. Norbert's church and elementary school which previously had a manual

institutional bulletin board sign on the site where the new electronic institutional bulletin board sign is proposed. Several months ago the original sign was damaged when a car drove into the sign and existing fence on the Subject Property. When assessing replacing the damaged sign, the Applicant approached the Village inquiring if an electronic sign could be installed.

Preliminary Review

On December 13, 2022, the Board of Trustees conducted a preliminary review of the request for a zoning code text amendment to allow a multi-colored display with image changes for an institutional bulletin board sign. The majority of the Board found the request to be generally appropriate if the sign required a special permit, while one member of the Board indicated that the request was not appropriate for the IB District given its proximity to residential. Some members of the Board wanted additional information provided regarding how many properties this amendment could impact if it moved forward, as well as conditions that should be placed upon such a request. An excerpt of the Board of Trustees minutes is attached for reference, and the meeting can be viewed on the Village website as well to hear the actual commentary from the Trustees. The following is a table of the comments made by members of the Board of Trustees:

Trustee	Title	Status	Comments
Kathryn Ciesla	Village President	Present	Electronic message sign in IB is not acceptable. Allowing multi-color electronic message board in IB would allow other schools and institutional uses to install such sign that are in a much more residential setting. Unintended consequences should be considered. Sign maybe appropriate at this location but not in other location in the same district. Industry standards; traffic standards that allows a certain number of changes of such signs should be considered.
Bob Israel	Trustee	Present	The sign should be by special permit. Maximum change should every 10 seconds or 6 times/minute. Flashing not allowed. Had concerns about brightness. The sign should be dimmable.
Muriel Collison	Trustee	Present	She stated that the new sign is an improvement. Multi-color images at this location are fine. She stated that frequency of the change of sign should be sign specific and not district specific. In this instance higher frequency is acceptable. Plan Commission should consider regulations that would allow this sign at an appropriate location such as this but avoid unintended consequences such as distance from residential or stop light.
Heather Ross	Trustee	Present	Electronic sign is acceptable. Had concerns about illumination & frequency levels. Prefers multi-color images since white light causes issues to migratory birds.
Johannah Hebl	Trustee	Present	Asked about the purpose of the sign. The multi-color sign is acceptable. High frequency of change is a concern. No flashing. Through special permit.
Dan Pepoon	Trustee	Absent	N/A
Joy Ebhomielen	Trustee	Present	Electronic sign is acceptable. Frequency should not be too high since it's a busy location.

Attachment: 1809 Walters - PC Resolution, Minutes, Staff Report (6646 : An Ordinance for Text Amendment for 1809 Walters for St. Norbert's

Attachment: 1809 Walters - PC Resolution, Minutes, Staff Report (6646 : An Ordinance for Text Amendment for 1809 Walters for St. Norbert's

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
- Fire
- Police
- Village Attorney

There were no comments from any of the reviewers, and they all approved the application as submitted. It should be noted that there were some additional zoning questions raised and asked of the Applicant. Included with the material submitted by the Applicant are the responses to those questions.

Compliance with Village Plans

The Subject Property is in compliance with the Comprehensive Plan. There is only one existing Village Plan applicable to the Subject Property (Bicycle and Pedestrian Plan). The Village's Bicycle and Pedestrian Plan is applicable and as noted earlier in this memo the signed and marked roadway bike route on Walters in front of the Subject Property is considered a high priority in the plan.

PROPOSED PROJECT

The Subject Property is bound by three street frontages – Walters Avenue, Spruce Street, and Elm Street. There were two ground signs located along Walters Avenue with an approximate distance of 500 feet between the two signs – the first ground sign is near the building entrance and at the corner of Walters and Spruce (replaced in 2019), while the second sign was located near the Walters and Meadow intersection. There is an on-site directional ground sign located along Spruce Street and no ground signs on Elm Street. The pictures of these signs are attached.

The Applicant, in its narrative has stated that the sign located near the Walters and Meadow intersection was damaged due to a car running into the sign and damaging the manually changeable ground sign, the masonry column, and the fence adjacent to it. The masonry column and the fence have since been repaired; however, the sign is yet to be installed.

The Applicant is requesting to install an electronic message board to replace their damaged manually changeable ground sign, located along Walters Avenue. The sign will be located along the property fence between two masonry posts, adjacent to the sidewalk on Walters Avenue. The proposed ground sign is in compliance with the sign area and sign height requirements for a ground sign in the IB district. The previous sign was located at the property line and the sign setback was an existing nonconforming condition. The proposed sign, although will be replaced at the same location, will require a variation to reduce the required sign setback from six (6) feet to zero (0) feet.

The sign will consist of the top static part of the sign bearing the name of the facility and logo and the bottom of the sign will be an electronic message board. The sign cabinet is made of black aluminum with a suede satin finish. The lettering, with the name of the facility (Catholic Community of Northbrook – St. Norbert and Our Lady of the Brook Parish) and logo will be backed with white acrylic. Illumination for the sign will be through white LEDs and the unit will use existing electrical circuit at the site. The Applicant has stated that the sign will be used to improve communication with the community regarding current events at the church and the school.

ZONING RELIEF

In the IB district, one ground sign per 300 feet of zoning lot frontage is permitted. The Zoning Code allows electronic message board signs for institutional buildings in the IB district, however, with conditions. The Code language is noted below with an explanation of whether the proposed sign meets each condition:

a) Institutional Bulletin Board Signs, but not in Industrial Districts. Institutional Bulletin Board Signs that incorporate electronic message board displays shall only be allowed in the IB and OS zoning districts and shall be subject to the following conditions:

1) Institutional Bulletin Board Signs that incorporate electronic message board displays may only be permitted if they are constructed as ground signs with landscaping around the sign base approved by the Village Manager.

***Complies**: The sign plan shows landscape material will be installed at the base of the sign.*

2) Electronic message displays shall be restricted to a single color for the entire message screen. The display may only use white or amber light.

***Relief Needed**: The proposed electronic message board would include display with multi-color images, and text and will not be restricted to single color.*

3) The electronic message board component may comprise no more than 60 percent of the sign's total area.

***Complies**: The electronic message board will be 60% of the total sign area.*

4) The message shall not flash. The displayed message may be changed by intermittent lighting changes, but such changes shall not exceed twelve (12) per minute.

***Complies**: The Applicant has stated that in the attached application material that the sign should change no more than six (6) times per minutes.*

5) All institutional bulletin board signs with an electronic display shall comply with the restrictions on hours and intensity of illumination established in 9-106D(1) of this Code.

***Complies**: The Applicant has confirmed their compliance with this standard and stated that the level of illumination could be controlled during different times of the day.*

6) No more than one electronic message board display shall be permitted on any one zoning lot provided, however, that zoning lots in the IB or OS zoning district that are in excess of 200 acres in size and have frontage on more than one public street may have up to two electronic message board displays so long as such displays are; (a) separated by a minimum of 1,000 lineal feet and (b) located on separate public street frontages.

***Complies**: The Applicant is requesting their first electronic message board, which shall be permitted on a single zoning lot regardless of lot size in IB district.*

7) In addition to the above conditions, any institutional bulletin board sign with an electronic display that is to be located within 250 feet of a principal residential structure shall also require the issuance of a special permit pursuant to Section 11-602 of this Code.

***Complies**: The ground sign with electronic message board is not proposed within 250 feet of a residential structure.*

Zoning Code Text Amendment

Text Amendment to amend Institutional Bulletin Board Sign regulations to allow electronic message boards in the IB Institutional Building District. In this instance, amending the color restrictions and allowing multi-color text and images on the display board will allow the sign by right (permitted signage). In other areas of Northbrook, where a residential structure is located within 250 feet of this type of sign in IB district will still require a special permit approval.

Business signs with electronic message boards are also allowed in the C-2 Neighborhood Commercial and I-1 Restricted Industrial district, only through a special permit and each with compliance with both similar and unique conditions. Those conditions include the allowance of multi-colored images, but the images cannot change more than two times per day in the C-2 District, and no more than 1 change every ten seconds in the I-1 District. The sign regulations section of the Zoning Code is attached for reference.

In order to accommodate the proposed ground sign with electronic message board, the following portions of the Zoning Code would require amending. Below are the amendments as requested by the Applicant along

Attachment: 1809 Walters - PC Resolution, Minutes, Staff Report (6646 : An Ordinance for Text Amendment for 1809 Walters for St. Norbert's

with draft amendments prepared by staff with added text **bold and double underlined**; deleted text struck through.

b) Institutional Bulletin Board Signs, but not in Industrial Districts. Institutional Bulletin Board Signs that incorporate electronic message board displays shall only be allowed in the IB and OS zoning districts and shall be subject to the following conditions:

1) Institutional Bulletin Board Signs that incorporate electronic message board displays may only be permitted if they are constructed as ground signs with landscaping around the sign base approved by the Village Manager.

2) Electronic message displays ~~shall be restricted to a single color for the entire message screen. The display may only use white or amber light~~ **are permitted to feature full-color content, in text or graphics, provided that all messaging is static and the message changes are to be instantaneous without scrolling, sweeping, fades, dissolves, or other such animations**.

This is the language requested in the material submitted by the Applicant.

OR

Electronic message displays shall be **permitted if** restricted to a single color for the entire message screen~~. The display may only use~~ **consisting of only** white or amber light. **The use of multi-color images and text shall be allowed in the IB District by special permit.**

This option, as drafted by staff, would allow the current standard single color signs to remain permitted per the additional conditions, while also allowing for consideration of a multi-color sign by special permit. This option is most aligned with the commentary provided by the Board of Trustees during preliminary review which suggested if the use were to be considered it should be by special permit.

The proposed language in this option also restricts the request to the IB District only by special permit, thus eliminating the ability for a request in the OS District. The Commission may want to consider this and whether or not it would be appropriate in both the IB and OS districts.

If the Plan Commission finds the requested amendment appropriate, and prefers that the amendment require special permit for multi-colored electronic message displays, than a subsequent special permit public notice and public hearing will be required. This can be noticed for the next available Plan Commission meeting on April 18 if the Applicant is able to conduct a notice for that date.

OR

Electronic message displays shall be **permitted** ~~restricted to a single color for the entire message screen. The display may only use white or amber light~~.

This option, as drafted by staff, would allow all electronic message signs regardless of colors depicted on a display so long as compliance with the other conditions in this section are met.

Of the communities researched and included with the material in the packet, there are some communities that now allow these signs as permitted in various districts, including institutional, inclusive of multi-colored displays.

3) The electronic message board component may comprise no more than 60 percent of the sign's total area.

4) The message shall not flash. The displayed message may be changed by intermittent lighting changes, but such changes shall not exceed ~~twelve (12)~~ **six (6)** per minute.

The Plan Commission will want to determine if the language for lighting changes should be amended for multi-colored image electronic signs. Currently, similar signs

Attachment: 1809 Walters - PC Resolution, Minutes, Staff Report (6646 : An Ordinance for Text Amendment for 1809 Walters for St. Norbert's

in the I-1 District can change more than six (6) times per minute, while in similar signs in the C-2 District can change no more than two (2) times per day.

The Applicant has proposed no more than six (6) times per minute in the material they submitted. If the Commission finds that acceptable, should the single color signs also be changed to that same number of changes or remain at twelve (12) per minute.

5) All institutional bulletin board signs with an electronic display shall comply with the restrictions on hours and intensity of illumination established in 9-106D(1) of this Code.

6) No more than one electronic message board display shall be permitted on any one zoning lot provided, however, that zoning lots in the IB or OS zoning district that are in excess of 200 acres in size and have frontage on more than one public street may have up to two electronic message board displays so long as such displays are; (a) separated by a minimum of 1,000 lineal feet and (b) located on separate public street frontages.

7) In addition to the above conditions, any institutional bulletin board sign with an electronic display that is to be located within 250 feet of a principal residential structure shall also require the issuance of a special permit pursuant to Section 11-602 of this Code.

Included in the attachments with this report are two map exhibits depicting the IB and OS zoned properties in the downtown, as well as throughout the Village as a whole. This will give the Plan Commission a sense of the number of properties that the proposed amendment could impact.

Also attached to this report for review are the sign regulations for electronic message signs in the following surrounding communities:

- Des Plaines
- Mount Prospect
- Grayslake
- Glenview
- Buffalo Grove

It should be noted that staff also searched Deerfield, Winnetka, and Wilmette which do not allow such signs.

Lastly, included is an article from a Plan Commissioner publication that was found on the American Planning Association website regarding how to review electronic message sign code amendments.

Sign Setback Variation

A variation will be required to reduce the required setback of the ground sign in the corner side yard from six feet to zero feet. This is required for the sign to remain in the exact same location as the previously damaged sign. While the specific variation was not noted in the public notice, the request is inclusive of item B in the public notice catch all. The Applicant has included the attached zoning variation worksheet noting the statement of justification for the request.

SUMMARY

In reviewing this request, staff suggests the Plan Commission consider the following policy questions:

1. Is it appropriate to amend the Zoning Code to allow electronic message boards that display multi-color images and/or text in the IB District?
    a. If so, is it appropriate to allow this as a permitted use, or require a special permit for multi-colored electronic message board signs?
    b. If so, are the signs also appropriate in the OS District?
    c. If the electronic message signs with multi-color images are appropriate, should the signs in the IB and OS districts be restricted to changing:
        i. no more than two times a day similar to the condition for similar signs in the C-2 District?

Attachment: 1809 Walters - PC Resolution, Minutes, Staff Report (6646 : An Ordinance for Text Amendment for 1809 Walters for St. Norbert's

ii. once every ten seconds similar to in the I-1 District?

iii. no more than 12 times per minute similar to the electronic institutional bulletin boards with one color of light?

2. If so, should there be any design or size limitations or other restrictions?

3. Should a variation be granted to reduce the corner side setback for the ground sign from 6' to 0'?

The Applicant and staff will attend the March 21, 2023 Plan Commission meeting to answer any questions.

Attachment: 1809 Walters - PC Resolution, Minutes, Staff Report (6646 : An Ordinance for Text Amendment for 1809 Walters for St. Norbert's

northbrook

DEVELOPMENT & PLANNING SERVICES DEPARTMENT

Attachment: 1809 Walters - PC Resolution, Minutes, Staff Report (6646 : An Ordinance for Text Amendment for 1809 Walters for St. Norbert's

MEMORANDUM

To: Plan Commission
From Swati Pandey, Senior Planner
Date: April 18, 2023
Subject: PCD-23-02: 1809 Walters – St. Norbert & Our Lady of the Brook Electronic Institutional Bulletin Board Ground Sign

INTRODUCTION

On April 18, 2023 the Plan Commission will conduct a second public hearing on an application filed by Catholic Bishop of Chicago – St. Norbert and Our Lady of the Brook (the "Applicant") as owner of 1809 Walters Avenue (the "Subject Property"), for the purpose of authorizing the following zoning relief to allow installation of an electronic bulletin board sign:

A. Amend Part 1-C Sign Regulations of Article IX of the Village's Zoning Code to allow Institutional Bulletin Board Signs with multi-color electronic message board displays in IB district;

B. Special Permit for an electronic message board sign with multi-color display in IB district;

C. Variation to reduce the ground sign setback from six feet to zero feet in the corner side yard; and

D. Approval of any other 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 for special permit and variation request was properly noticed in the March 2, 2023 and March 30, 2023 edition of the *Northbrook Herald*. Staff has not received any public comments on the application since the notice for the special permit was posted. .

BACKGROUND INFORMATION

- On March 21, 2023, the Plan Commission held its first public hearing and discussed a text amendment request for an electronic message board in the IB district to allow a multi-color display. Following testimony from the Applicant and there being no comments from the public (one written public comment was submitted to the Plan Commission prior to the meeting); the Commission closed the public hearing and discussed the application. Staff informed the Commission that since the electronic message board was contemplated to require a special permit in the IB district per their discussion at the first hearing, the special permit would require another public hearing to discuss the new request. The Commission directed staff to notice for a second public hearing to discuss the new request and prepare a resolution including all zoning relief requested and reviewed by the Plan Commission to consider at the second hearing.
- The Subject Property is home to St. Norbert's church and elementary school which previously had a manual institutional bulletin board sign on the site where the new electronic institutional bulletin board sign is proposed. Several months ago the original sign was damaged when a car drove into the sign and existing fence on the Subject Property. When assessing replacing the damaged sign, the Applicant approached the Village inquiring if an electronic sign could be installed. An electronic sign with a single color display is allowed in the IB district, however, the Applicant was requesting a multi-color display, where a Zoning Code text amendment and a special permit would be required.
- On December 13, 2022, the Board of Trustees conducted a preliminary review of the request for a zoning code text amendment to allow a multi-colored display with image changes for an institutional

bulletin board sign. The majority of the Board found the request to be generally appropriate if the sign required a special permit, while one member of the Board indicated that the request was not appropriate for the IB District given its proximity to residential. Some members of the Board wanted additional information provided regarding how many properties this amendment could impact if it moved forward, as well as conditions that should be placed upon such a request. The detailed comments from the Board were presented to the Commission in the first staff report.

PROPOSED PROJECT

The Applicant is requesting to install an electronic message board to replace their damaged manually changeable ground sign, located along Walters Avenue. The sign will be located along the property fence between two masonry posts, adjacent to the sidewalk on Walters Avenue. The proposed ground sign is in compliance with the sign area and sign height requirements for a ground sign in the IB district. The previous sign was located at the property line and the sign setback was an existing nonconforming condition. The proposed sign, although will be replaced at the same location, will require a variation to reduce the required sign setback from six (6) feet to zero (0) feet.

The sign will consist of the top static part of the sign bearing the name of the facility and logo and the bottom of the sign will be an electronic message board. The sign cabinet is made of black aluminum with a suede satin finish. The lettering, with the name of the facility (Catholic Community of Northbrook – St. Norbert and Our Lady of the Brook Parish) and logo will be backed with white acrylic. Illumination for the sign will be through white LEDs and the unit will use existing electrical circuit at the site. The Applicant has stated that the sign will be used to improve communication with the community regarding current events at the church and the school. The details of their proposal remain the same as presented at the first public hearing for the text amendment.

ZONING RELIEF

Zoning Code Text Amendment

As stated earlier, a request to amend Institutional Bulletin Board Sign regulations to allow electronic message boards in the IB Institutional Building District was presented to the Plan Commission at the first hearing and the Commission recommended the following text amendment, which is also included in the draft resolution:

e) Institutional Bulletin Board Signs, but not in Industrial Districts. Institutional Bulletin Board Signs that incorporate electronic message board displays shall only be allowed in the IB and OS zoning districts and shall be subject to the following conditions:

1) Institutional Bulletin Board Signs that incorporate electronic message board displays may only be permitted if they are constructed as ground signs with landscaping around the sign base approved by the Village Manager.

2) Electronic message displays shall be **permitted if** restricted to a single color for the entire message screen~~. The display may only use~~ **consisting of only** white or amber light. **The use of full-color content, in text or graphics, provided that all messaging is static and the message changes are to be instantaneous without scrolling, sweeping, dissolves, or other such animations shall be allowed in the IB District by special permit. The illumination of the electronic message sign shall be automated to dim in conjunction with the ambient lighting at various times of day.**

3) The electronic message board component may comprise no more than 60 percent of the sign's total area.

4) The message shall not flash. The displayed message may be changed by intermittent lighting changes, but such changes shall not exceed ~~twelve (12)~~ **six (6)** per minute.

Attachment: 1809 Walters - PC Resolution, Minutes, Staff Report (6646 : An Ordinance for Text Amendment for 1809 Walters for St. Norbert's

5) All institutional bulletin board signs with an electronic display shall comply with the restrictions on hours and intensity of illumination established in 9-106D(1) of this Code.

6) No more than one electronic message board display shall be permitted on any one zoning lot provided, however, that zoning lots in the IB or OS zoning district that are in excess of 200 acres in size and have frontage on more than one public street may have up to two electronic message board displays so long as such displays are; (a) separated by a minimum of 1,000 lineal feet and (b) located on separate public street frontages.

7) In addition to the above conditions, any institutional bulletin board sign with an electronic display that is to be located within 250 feet of a principal residential structure shall also require the issuance of a special permit pursuant to Section 11-602 of this Code.

Special Permit

The Plan Commission and Board of Trustees must consider the general standards for special permits established in Paragraph 11-602 E1 of the Zoning Code when deciding whether to grant the requested special permit. These standards include the following:

1) Is the proposal in compliance with the Zoning Code and Official Comprehensive Plan?

2) Will there be any adverse impact upon adjacent properties?

3) Will the proposed use interfere with the orderly development of adjacent properties?

4) Are there adequate public facilities to serve the development?

5) Will the use cause undue traffic congestion?

6) Will the development cause loss of significant environmental or historical features?

7) Will the use comply with other applicable Village standards?

The Applicant is requesting approval of an electronic message board on the Subject Property. If the Commission finds the requested text amendment appropriate, the Applicant will also require approval of a subsequent special permit to allow the electronic message sign. To approve the special permit request, the Village Plan Commission and Board of Trustees must consider the general standards for such special permits established in Paragraph 11-602 E1 of the Zoning Code (listed above).

Several of the above criteria are of particular importance in considering whether or not a special permit should be granted for the proposed use, specifically standards 2 & 3. The Applicant included a Statement of Justification with their application addressing these standards which is included with the staff report. The Applicant has stated that there shall be no adverse impact considering there is no residential development adjacent to the proposed sign.

Sign Setback Variation

A variation will be required to reduce the required setback of the ground sign in the corner side yard from six feet to zero feet. This is required for the sign to remain in the exact same location as the previously damaged sign. The Applicant has included the attached zoning variation worksheet noting the statement of justification for the request.

SUMMARY

In reviewing this request, staff suggests the Plan Commission consider the following policy questions:

1. If the draft text amendment is appropriate, is it appropriate to grant a special permit for multi-color electronic message board on the Subject Property?
    a. If so, should there be any design or size limitations or other restrictions?
2. Should a variation be granted to reduce the corner side setback for the ground sign from 6’ to 0’?

Attachment: 1809 Walters - PC Resolution, Minutes, Staff Report (6646 : An Ordinance for Text Amendment for 1809 Walters for St. Norbert's

The draft resolution is attached to this memo for review. If approved, this would be Resolution No. 23-PC-05.

The Applicant and staff will attend the April 18, 2023 Plan Commission meeting to answer any questions.

Attachment: 1809 Walters - PC Resolution, Minutes, Staff Report (6646 : An Ordinance for Text Amendment for 1809 Walters for St. Norbert's

northbrook

DEVELOPMENT & PLANNING SERVICES DEPARTMENT

Attachment: 1809 Walters - ACC Staff Report (6646 : An Ordinance for Text Amendment for 1809 Walters for St. Norbert's Electronic Sign)

MEMORANDUM

To: Architectural Control Commission
From Swati Pandey, Senior Planner
Date: May 11, 2023
Subject: PCD-23-02: 1809 Walters – St. Norbert & Our Lady of the Brook Electronic Message Board Ground Sign

INTRODUCTION

On May 11, 2023 the Architectural Control Commission will consider an application filed by the Catholic Bishop of Chicago – St. Norbert and Our Lady of the Brook (the "Applicant"), as owner of the property at 1809 Walters Avenue (the "Subject Property"). The Applicant is requesting relief to allow a ground sign with an electronic message board on the Subject Property. The application has been reviewed for zoning issues and recommended for approval by the Plan Commission. The application requires a Level II Design Review by the Architectural Control Commission (ACC) since the Subject property lies within the Village Green Overlay (VGO) district.

PROPERTY DESCRIPTION

The Subject Property:

- is 4.6 acres (approximately) in size and is zoned IB Institutional Building District;
- is located on the southwest side of Walters Avenue and Spruce Street (south of the Village Green Park);
- contains a place of worship and an accessory school with multiple buildings;
- the surrounding properties zoning and land uses are depicted on the attached Application Summary;
- is bound by three street frontages – Walters Avenue, Spruce Street, and Elm Street;
- contains two ground signs located along Walters Avenue with an approximate distance of 500 feet between the two signs
    - one ground sign is near the building entrance and at the corner of Walters and Spruce (replaced in 2019 following ACC review)
    - second sign was located near the Walters and Meadow intersection
- contains an on-site directional ground sign located along Spruce Street
- The Village's Bicycle and Pedestrian Plan designates Walters Avenue in front of the Subject Property appropriate for a Signed and Marked Roadway while it also shows that a signed bike route exists at this location. Spruce Street does not contain any plan for bicycle infrastructure. The Walters Avenue project shall be considered higher priority based on the overall implementation of the plan.

BACKGROUND INFORMATION

The Subject Property is home to St. Norbert's church and elementary school, which previously had a manual institutional bulletin board sign on the site where the new electronic institutional bulletin board sign is proposed. Several months ago the original sign was damaged when a car drove into the sign and existing fence on the Subject Property. When assessing replacing the damaged sign, the Applicant approached the

Village inquiring if an electronic sign could be installed.

Preliminary Review

On December 13, 2022, the Board of Trustees conducted a preliminary review of the request to allow a multi-colored display with image changes for an institutional bulletin board sign. The majority of the Board found the request to be generally appropriate if the sign required approval through a public hearing process, while one member of the Board indicated that the request was not appropriate for the IB District given its proximity to residential. An excerpt of the Board of Trustees minutes is attached for reference, and the meeting can be viewed on the Village website as well to hear the actual commentary from the Trustees. The following is a table of the comments made by members of the Board of Trustees:

Trustee	Title	Status	Comments
Kathryn Ciesla	Village President	Present	Electronic message sign in IB is not acceptable. Allowing multi-color electronic message board in IB would allow other schools and institutional uses to install such sign that are in a much more residential setting. Unintended consequences should be considered. Sign maybe appropriate at this location but not in other location in the same district. Industry standards; traffic standards that allows a certain number of changes of such signs should be considered.
Bob Israel	Trustee	Present	The sign should be by special permit. Maximum change should every 10 seconds or 6 times/minute. Flashing not allowed. Had concerns about brightness. The sign should be dimmable.
Muriel Collison	Trustee	Present	She stated that the new sign is an improvement. Multi-color images at this location are fine. She stated that frequency of the change of sign should be sign specific and not district specific. In this instance higher frequency is acceptable. Plan Commission should consider regulations that would allow this sign at an appropriate location such as this but avoid unintended consequences such as distance from residential or stop light.
Heather Ross	Trustee	Present	Electronic sign is acceptable. Had concerns about illumination & frequency levels. Prefers multi-color images since white light causes issues to migratory birds.
Johannah Hebl	Trustee	Present	Asked about the purpose of the sign. The multi-color sign is acceptable. High frequency of change is a concern. No flashing. Through special permit.
Dan Pepoon	Trustee	Absent	N/A
Joy Ebhomielen	Trustee	Present	Electronic sign is acceptable. Frequency should not be too high since it's a busy location.

PROPOSED PROJECT

The Applicant is requesting to install an electronic message board to replace their damaged manually changeable ground sign, located along Walters Avenue.

Attachment: 1809 Walters - ACC Staff Report (6646 : An Ordinance for Text Amendment for 1809 Walters for St. Norbert's Electronic Sign)

The proposed sign consists of:

- top static part of the sign is bearing the name of the facility and logo; bottom of the sign will be an electronic message board;
- ground sign is 7'7" tall and has dimensions of 8'3" x 5'-11 1/4";
- sign cabinet is made of black aluminum with a suede satin finish;
- lettering, with the name of the facility (Catholic Community of Northbrook – St. Norbert and Our Lady of the Brook Parish) and logo will be backed with white acrylic;
- illumination for the sign will be through white LEDs and the unit will use existing electrical circuit at the site;
- Applicant has stated that the sign will be used to improve communication with the community regarding current events at the church and the school.



Figure 1: Proposed Ground Sign with Electronic Message Board

ZONING CODE COMPLIANCE

The proposed ground sign is in compliance with the sign area and sign height requirements for a ground sign in the IB district. A sign permit will be issued only after the Design Review Permit has been issued, following review by the ACC and final approval by the Village Board.

COMPLIANCE WITH DESIGN REVIEW GUIDELINES AND CRITERIA

The proposed design must comply with the following Village Green Overlay Design Guidelines:

- *Signs should be architecturally integrated with their surroundings, not competing visually with other*

Attachment: 1809 Walters - ACC Staff Report (6646 : An Ordinance for Text Amendment for 1809 Walters for St. Norbert's Electronic Sign)

signs in the area. The sign is proposed at the location of a previous ground sign. There are no other electronic message board signs in the vicinity and does not compete visually with anything else on the Subject Property.

- *Signage should be kept unobtrusive by selecting traditional materials such as wood, metal, or stone and carefully placing signs in locations that do not damage or conceal architectural features and details.* The sign is constructed of metal which will not conceal any architectural features of the building. The sign is located at the northwest side of the property, in front of a parking lot and does not obstruct the façade.
- *New signs should be sized to be consistent with the pedestrian scale of the district. Graphics should be kept simple and legible.* The static portion of the sign is legible and the electronic message board will display messages and images. The sign remains consistent with the pedestrian scale of the neighborhood.
- *Limit the number of colors on signs, and relate the colors to or blend them with adjacent structures.* The ground sign structure and static lettering uses limited colors – black and white. The electronic message board will display multi-color images.

SUMMARY

In reviewing this request, staff suggests the Architectural Control Commission consider the following policy questions:

1. Is the material, color, and design of the proposed ground sign acceptable?
2. Does the proposed sign satisfy the design guidelines and criteria?
3. Is it appropriate to grant a Level II Design Review Permit for a ground sign with electronic message board at the Subject property?

The Applicant and staff will attend the May 11, 2023 ACC meeting to answer any questions.

Attachment: 1809 Walters - ACC Staff Report (6646 : An Ordinance for Text Amendment for 1809 Walters for St. Norbert's Electronic Sign)

3/20/2023

Re: St. Norbert electronic message board (Docket No. PCD-23-02: 1809 Walters)

I object to electronic message board for the following reasons.

1. **General Safety-** placement of electronic message board w/visuals and movement at intersection of Meadow & Walters will be distracting and dangerous.

   This is already a bad intersection since Southbound Meadow traffic (that has stop) often assumes traffic coming from left on Walters is going to turn right onto Meadow and so they pull out directly in front of cars on Walters that are proceeding past Meadow to Anets Drive. Now drivers at Meadow stop sign will have the additional distraction of an electronic message board directly in front of them.

2. **Aesthetics-** outdoor electronic message boards are extremely unattractive.
   - Not aware of any external electronic message boards in Northbrook. Once there is one, there will be more.
   - Electronic message board will be visible from the Village Green Park, especially during evening hours.
   - There is nothing to prevent running of commercial advertising and sponsorship "messages" on the board.

A less distracting/offensive placement would be in front of St. Norbert Church at Meadow & Spruce where it would only be facing parking lots.

Finally, there are two long-standing, outstanding issues related to St. Norbert that need to be addressed:

Landscaping
In 1999 (24 years ago!), St. Nobert moved their school playground from Walters to directly in front of Elm Ave residents (without any kind of hearing). Because of a letter I wrote, the NB Architectural Control Committee recommended "buffering the South property line with landscaping to shield Elm Avenue neighbors' view of the parking lot." This proposal was approved by NB Trustees at the 8/10/1999 meeting. The landscaping was never installed.

Sidewalk
At a later meeting, St. Norbert requested, and the village approved, to enlarge their parking lot on the west side by several feet. When it was pointed out by an attendee that this would require removal of an existing sidewalk that ran between the St. Norbert and train station lots, the village said they would replace the sidewalk when the train station lot was redone. The sidewalk was never replaced (and I now have a disability that makes it difficult to walk in traffic).

Every time St. Norbert requests a variation, I write the village about these outstanding issues and I never receive a response. I need the name of someone at the village to get this done.

Joan Harvey, 1841 Elm Ave, Northbrook

Attachment: 1809 Walters - Public Comment (6646 : An Ordinance for Text Amendment for 1809 Walters for St. Norbert's Electronic Sign)

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 Catholic Bishop of Chicago - St. Norbert and Our Lady of the Brook
Company St. Norbert and Our Lady of the Brook Parish
Address 1809 Walters Avenue
City, State, Zip Northbrook, IL 60062
Phone No. (847) 272-7090 ext 6777
Email rich@northbrookcatholic.church (Rich Gargul)

Primary Contact Person

Name Rev. Christopher Gustafson
Company St. Norbert and Our Lady of the Brook Parish
Address 1809 Walters Avenue
City, State, Zip Northbrook, IL 60062
Phone No. (847) 272-7090 ext 6777
Email rich@northbrookcatholic.church

Consultants *(as applicable)*

Attorney

Name
Company
Address
City, State, Zip
Phone No.
Email

Architect/Planner

Name
Company
Address
City, State, Zip
Phone No.
Email

Civil Engineer

Name
Company
Address
City, State, Zip
Phone No.
Email

Other

Name Parker Roberts
Company Parvin-Clauss Sign Co., Inc.
Address 165 Tubeway Drive
City, State, Zip Carol Stream, IL 60188
Phone No. (630) 510-2020
Email proberts@parvinclauss.com

Attachment: 1809 Walters - Formal Application (6646 : An Ordinance for Text Amendment for 1809 Walters for St. Norbert's Electronic Sign)

Village of Northbrook
FORMAL ZONING & SUBDIVISION RELIEF APPLICATION

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

Site Location/Address: 1809 Walters Avenue, Northbrook IL 60062

Property Index Numbers: 04-10-305-048-0000

Size of Property: 201,960 SF (square feet/acres)

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

Comprehensive Plan Land Use Designation[1]: Institutional Facility

Current Zoning: IB

Current Use of the Property: Church and School

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 _____
- ☐ Renewal of Special Permit Ord. No. _____
- ☐ Amendment to Existing Special Permit
  Ord. No. _____
- ☐ Site Plan Approval
- ☐ Zoning Code Text Amendment
- ☑ Zoning Variation (in conjunction with other relief)
  for (Re-) Installation of monument sign with upgrade to an electronic message center (former sign was a manual changeable copy board)
- ☐ Planned Development - Concept Plan
- ☐ Planned Development - Final Plan
- ☐ Subdivision - Tentative Plat
- ☐ Subdivision - Final Plat
- ☐ Subdivision - Variations/Waiver for _____
- ☐ Exception for _____
- ☐ Other _____

☑ **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

Attachment: 1809 Walters - Formal Application (6646 : An Ordinance for Text Amendment for 1809 Walters for St. Norbert's Electronic Sign)

Site Ownership and Control

Current Property Owner Information

Legal Name: Catholic Bishop of Chicago - St. Norbert and Our Lady of the Brook
Primary Contact: Rev. Christopher Gustafson
Address 1809 Walters Avenue
City, State, Zip Northbrook, IL 60062
Phone No. (847) 272-7090 ext 6777
Email rich@northbrookcatholic.church

Proposed Property Owner Information

Legal Name: N/A
Primary Contact:
Address
City, State, Zip
Phone No.
Email

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: 1809 Walters - Formal Application (6646 : An Ordinance for Text Amendment for 1809 Walters for St. Norbert's Electronic Sign)

☐ 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.

$ 850.00 Amount of Non-Refundable Fee

$ 2,500.00 Amount of Escrow

$ 3,350.00 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:** ____
(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: Rev. Chr Date 1/18/23
Print Name & Title: Reverend Christopher M. Gustafson
Signatures of Property Owner(s): Rev. Chr Date 1/18/23
Print Name & Title: Reverend Christopher M. Gustafson **Property Address:** 1809 Walters Avenue, Northbrook IL 60062

****If more than one applicant or property owner, please copy this page and have additional applicants/property owners sign form.**

Attachment: 1809 Walters - Formal Application (6646 : An Ordinance for Text Amendment for 1809 Walters for St. Norbert's Electronic Sign)

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:

N/A

❑ 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: _____

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Ownership or Trust Interest: _____ %

Name: _____

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Address: _____

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Ownership or Trust Interest: _____ %

Name: _____

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Address: _____

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Ownership or Trust Interest: _____ %

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Name: _____

_____

Address: _____

_____

Ownership or Trust Interest: _____ %

Attachment: 1809 Walters - Formal Application (6646 : An Ordinance for Text Amendment for 1809 Walters for St. Norbert's Electronic Sign)

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:

N/A

☐ 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

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Address: _____
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Ownership or Trust Interest: _____ %

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Name: _____
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Address: _____
_____
Ownership or Trust Interest: _____ %

Attachment: 1809 Walters - Formal Application (6646 : An Ordinance for Text Amendment for 1809 Walters for St. Norbert's Electronic Sign)

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.
N/A	❑ 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: _____

_____

Address: _____

_____

Ownership or Trust Interest: _____ %

Name: _____

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Address: _____

_____

Ownership or Trust Interest: _____ %

Name: _____

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Village of
Northbrook

ZONING VARIATION 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

❑ **Describe Variation Being Requested:** Requesting variation to reduce setback of the ground sign in corner of sideyard from 6 ft ot 0 ft setback. Our intention is to reuse existing masonry base that is already at 0 ft setback (prior sign was hit by vehicle)

❑ **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.

The new sign will reuse the existing masonry base, which was repaired after the vehicular damage, keeping the sign at its current position right at the property line at 0 ft setback. To remove and relocate this footing, masonry and change the position of the sign to meet setback requirements would negate the visibility of the sign and place it into the parking lot.

(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 proposed sign position is dictated by reusing the existing footing and masonry base, and as it is a part of the fence line, the sign is right at the property line. Because this sign faces to a T-intersection at Meadow Rd & Walters Ave, and the sign is physically a part of the fence, to move it inward would obscure messages and impact at least 2-3 usable parking spaces.

(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.

It is believed that the prior sign, before it was hit by a vehicle, was legal non-conforming at its position at the property line.

OVER—

Attachment: 1809 Walters - Formal Application (6646 : An Ordinance for Text Amendment for 1809 Walters for St. Norbert's Electronic Sign)

Therefore, in reusing the masonry and base for the new sign, we are seeking to maintain this status.

(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.

Due to the unique configuration of this sign being included in the design of the surrounding fence, and given that the parking spaces are abutting the area immediately behind the current sign position, the sign cannot be pushed backward on the lot. So, if the sign cannot keep this placement, it would not be feasible for this frontage, where idenification of the lot is crucial.

(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.

We are not seeking special privilege, but instead seek to reestablish identification in same position as prior sign which was hit by a vehicle.

(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.

We believe the requested signage would be in harmony with the Zoning Code intent for aesthetic and usage, giving the opportunity to modernize the look of the signage while providing service to church, the school and the whole community.

(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 proposed sign poses no concerns to public welfare, denies no enjoyment or use of neighboring properties and does not negatively impact vehicular traffic or pedestrian safety. The sign poses no danger of flood or fire. The sign has no impact to public utilities or facilities. The sign will not adversely impact public health or safety.

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: 1809 Walters - Formal Application (6646 : An Ordinance for Text Amendment for 1809 Walters for St. Norbert's Electronic Sign)

Village of
Northbrook

ZONING CODE TEXT AMENDMENT WORKSHEET

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 9-106 I-1-K "Electric Message Signs in the C-2 District"

❑ 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.

Amendment for Section 9-106 I-1-K, for "Electric Message Signs in the C-2 District" specifically concerning the subsection (2) which currently reads "Electronic message displays shall be restricted to a single color for the entire message screen. The display may only use white or amber light." --- We believe that this language correlates to older generation message center signage, which at that time had only been available in either RED or AMBER/WHITE text-only options. Their matrices also did not have the output capability for photo-realistic graphics. Now, as those older models are obsolete and are replaced by the full-color (RGB) digital LED displays, we recommend the code modernize to similarly speak to the capabilities of the present-day message center units.

We recommend the text of the code is amended to:

"Electronic message displays are permitted to feature full-color content, in text or graphics, provided that all messaging is static and is held for a minimum of 10 secs. Furthermore, that the changes of messages are to be instantaneous and without any scrolling, sweeps, fades, dissolves or other such animations."

A proposed text amendment would update the village's criteria without compromising the creativity of content and liberty of useage for property owners, respectful of the capabilities of modern EMC units, all while providing the village with a means to declare responsible, necessary limitations for maintaining the character and aesthetic of the Village of Northbrook.

Attachment: 1809 Walters - Formal Application (6646 : An Ordinance for Text Amendment for 1809 Walters for St. Norbert's Electronic Sign)

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: _____

- **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: 1809 Walters - Formal Application (6646 : An Ordinance for Text Amendment for 1809 Walters for St. Norbert's Electronic Sign)

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.

Proposed use of this Electronic Message Center Sign (EMC) is in keeping with current ordinance allowance for IB locations

The modern sign design offers full-color display capability, which when displaying a static message or graphic that is held

for a minimum of 10 seconds, would be employed to not adversely effect traffic flow or be of any impact to residences.

(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 proposed sign does not impede public health or safety in any way. The sign location faces to adjacent open space are

and therefore will not be of any detriment to neighbors or adjacent property values, usage or enjoyment.

(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.

Again, the proposed sign will be constructed to seamlessly fit within the same masonry fence line on the property as the

prior manually-changeable sign had done. This EMC sign in this placement will not interefere with any adjacent or line-of-s

neighboring properties. It will not impact the development of any adjacent or neighboring properties either.

(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 proposed sign serves specifically as an identifier for the applicant, St. Norbert and Our Lady of the Brook, and thus may readily be

used to assist first responders to reach the building more quickly. This sign will be the only such identifier on this side of

the subject property.

(e) No Traffic Congestion. The proposed use and development will not cause undue traffic congestion nor draw significant amounts of traffic through residential streets.

The proposed sign replaces the previous version in the same location. The proposed sign will not cause undue traffic congestion, as it is

positioned in relation to a T-intersection that has MUTCD stop signs already in place to regulate traffic flow. Because of

the 10 second message hold time, the sign will also not distract drivers, who will likely only see one message on approach.

(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.

The proposed sign will replace the one which had been damaged in a vehicle collision. The adjacent masonry work has already been fully

restored, and there will be no influence of or repercussion to scenic, natural or historic features elsewhere on the lot or for

adjacent properties.

(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.

The proposed use and design of the EMC sign does comply with code for usage in IB District zones.

Attachment: 1809 Walters - Formal Application (6646 : An Ordinance for Text Amendment for 1809 Walters for St. Norbert's Electronic Sign)

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Village of
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(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 new sign will reuse the existing masonry base, which was repaired after the vehicular damage, keeping the sign at its current position right at the property line at 0 ft setback. To remove and relocate this footing, masonry and change the position of the sign to meet setback requirements would negate the visibility of the sign and place it into the parking lot.

(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 proposed sign position is dictated by reusing the existing footing and masonry base, and as it is a part of the fence line, the sign is right at the property line. Because this sign faces to a T-intersection at Meadow Rd & Walters Ave, and the sign is physically a part of the fence, to move it inward would obscure messages and impact at least 2-3 usable parking spaces.

(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.

It is believed that the prior sign, before it was hit by a vehicle, was legal non-conforming at its position at the property line.

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Therefore, in reusing the masonry and base for the new sign, we are seeking to maintain this status.

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Due to the unique configuration of this sign being included in the design of the surrounding fence, and given that the parking spaces are abutting the area immediately behind the current sign position, the sign cannot be pushed backward on the lot. So, if the sign cannot keep this placement, it would not be feasible for this frontage, where idenification of the lot is crucial.

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We are not seeking special privilege, but instead seek to reestablish identification in same position as prior sign which was hit by a vehicle.

(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.

We believe the requested signage would be in harmony with the Zoning Code intent for aesthetic and usage, giving the opportunity to modernize the look of the signage while providing service to church, the school and the whole community.

(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 proposed sign poses no concerns to public welfare, denies no enjoyment or use of neighboring properties and does not negatively impact vehicular traffic or pedestrian safety. The sign poses no danger of flood or fire. The sign has no impact to public utilities or facilities. The sign will not adversely impact public health or safety.

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- Public Works/Engineering
- Village Attorney

Attachment: 1809 Walters - Formal Application (6646 : An Ordinance for Text Amendment for 1809 Walters for St. Norbert's Electronic Sign)

TRUSTEE'S DEED

This Indenture,

made this second day of September 19 47 between

CHARLES H. CRESS

as trustee..... under trust No. 555, said Trust Agreement being

dated the seventeenth day of January 19 46 grantor..... and

The Catholic Bishop of Chicago, a corporation sole, organized and existing under a special act of the Legislature of the State of Illinois of Chicago, Illinois

grantee.....,

Witnesseth, That the grantor....., in consideration of the sum of TWELVE THOUSAND FIVE HUNDRED and no/100 ($12,500.00)

Dollars, receipt whereof is hereby acknowledged, and in pursuance of the power and authority vested in the grantor..... as said trustee..... and of every other power and authority the grantor..... hereunto enabling, do.... hereby convey and quitclaim unto the grantee....., in fee simple, the following described real estate, situated in the County of Cook and State of Illinois, to wit:

All of Block Three (3) except Lots Sixteen (16), Twenty One (21) and Thirty Three (33) in First Addition to Northbrook Manor, being a subdivision of the West half of the South East quarter of the South West quarter (except East thirty (30) feet thereof taken or used for street) of Section ten (10), Township forty two (42) North, Range Twelve (12), East of the Third Principal Meridian, also that part of the North half of the South West Quarter of the South West quarter of Section ten (10) aforesaid, lying East of the right of way of the Chicago, Milwaukee and St. Paul Railroad and the South half of the South West Quarter of the South West quarter of Section ten (10) aforesaid (except the right of way of Chicago, Milwaukee and St. Paul Railroad) in Cook County, Illinois.

together with the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining.

In Witness Whereof, the grantor..... as trustee..... as aforesaid, has hereunto set his hand..... and seal..... the day and year first above written.

Charles H. Cress (SEAL)
as trustee as aforesaid

(SEAL)
as trustee as aforesaid

Attachment: 1809 Walters - Formal Application (6646 : An Ordinance for Text Amendment for 1809 Walters for St. Norbert's Electronic Sign)

BOOK 42559 PAGE 584

COUNTY OF Cook }
STATE OF Illinois } SS.

I, Virginia D. Gillett, a notary public in and for said County, in the State aforesaid, do hereby certify that CHARLES H. CRESS, as trustee under Trust Agreement dated January 17, 1946 and known as Trust No. 933 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 as trustee..... as therein mentioned ....he..... signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this Second day of Septembe A.D. 19 47.

Virginia D Gillett
Notary Public

VIRGINIA D GILLETT NOTARY PUBLIC COOK COUNTY, ILL.

My commission expires Sept. 14, 1947

TRUSTEE'S DEED

To

As Trustee Under Trust Agreement

14136824

STATE OF ILLINOIS } SS. NO.
COOK COUNTY
FILED FOR RECORD

SEP 4 PM 1 34

AND RECORDED IN BOOK PAGE RECORDER

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COLE & CONKLIN

Attachment: 1809 Walters - Formal Application (6646 : An Ordinance for Text Amendment for 1809 Walters for St. Norbert's Electronic Sign)

St. Norbert and Our Lady of the Brook
1809 Walters Ave.
Northbrook, IL 60062

January 9, 2023

Sign Permit Narrative

St. Norbert and Our Lady of the Brook wishes to pursue a variance and subsequent permit for new monument sign, to replace the one which was recently damaged by a vehicle. In due course of replacing this sign, we will keep the static portion of the sign but also plan to upgrade the outdated a manual reader board component to an electronic message center one.

Our property is currently used as both a school and place of worship, and the use of the property will not be changing with this new sign. We are seeking only to replace the old, damaged sign with one that is a more appealing design and has a more modern function. Using the new LED message center will allow us to better inform the public about current events for the school, share church service hours with our parishioners, and relate other pertinent information respective to the Northbrook community at large.

To-date, the old damaged sign has been removed and the masonry base repaired in preparation for the new sign cabinet. The goal is to replace with a similar cabinet, now with the inclusion of the electronic message center component, placing this atop the existing (repaired) masonry base at its current setback. We will also have a licensed electrician confirm or provide the additional low-voltage power feed for the electronic message center component, and this is the extent of the site improvements for this project.

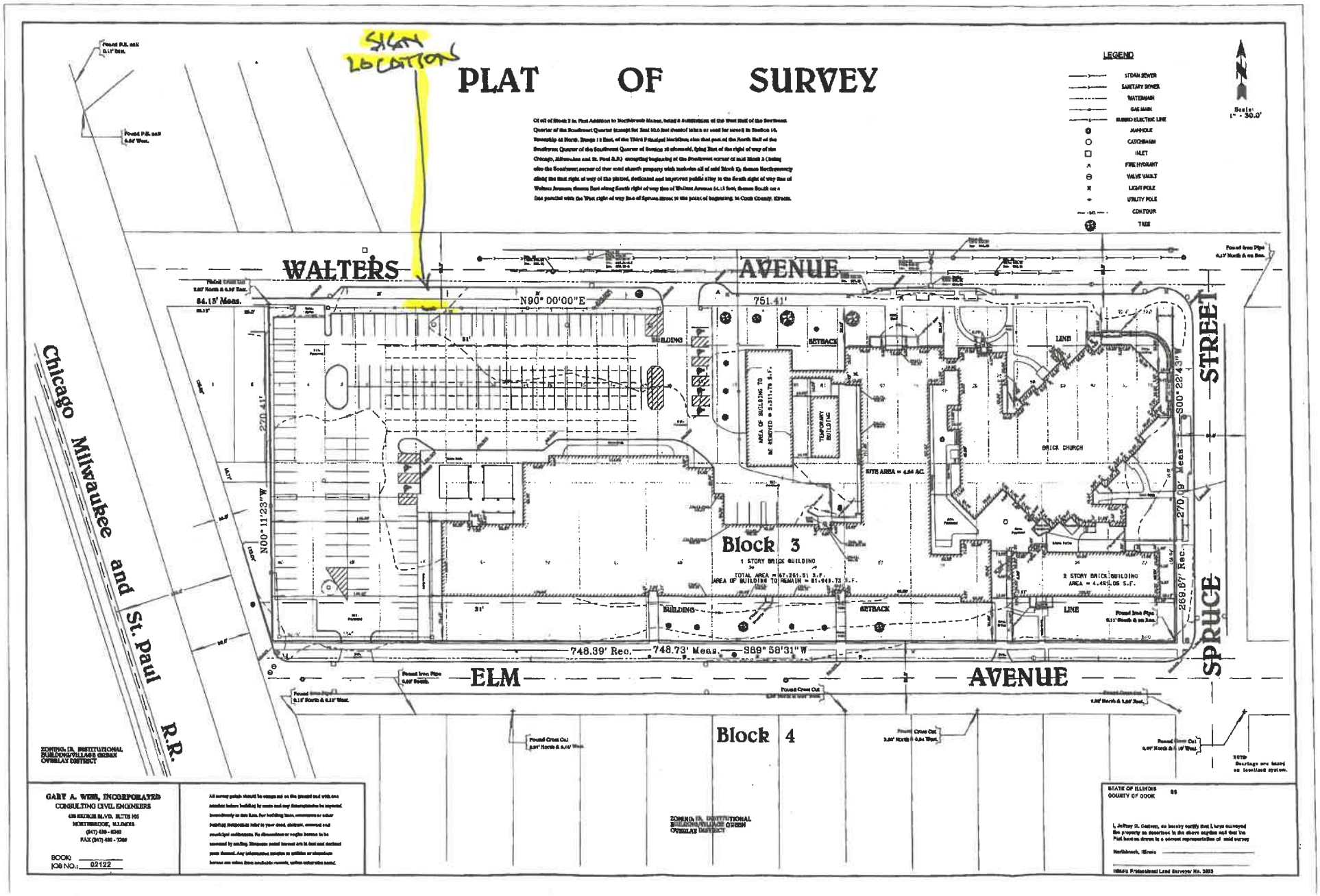
As there are no other tenants on the property, these proposed sign changes will not impact the number of employees, parking spaces or the hours of operation. We believe that having this improved version of our sign will positively impact the aesthetics for our property and surrounding areas.

The new sign will improve communication with the community by featuring current events relating to the school events, student achievements and awards, community and public service announcements and notices about church operations.

Each message will be presented as high resolution, full-color, static displays without flashing, motion, or animations, with a hold time of at least 10 seconds. The transitions between each message will be instantaneous and without motion (no dissolve, sweep or fadeout).

The illumination for the electronic message component is pre-programmed for compliance with the sign code to limit its brightness. Also, the unit has a photocell sensor that will further ensure the message portion automatically adjusts to the ambient light conditions, such dimming for nighttime hours and for inclement weather events, so as not to pose any distractions or hindrance.

Attachment: 1809 Walters - Formal Application (6646 : An Ordinance for Text Amendment for 1809 Walters for St. Norbert's Electronic Sign)



Attachment: 1809 Walters - Formal Application (6646 : An Ordinance for Text Amendment for 1809

MUNI NAME	EMC HOLD TIME	T&T HOLD TIME
Antioch	10 sec	4 sec
Bannockburn	n/a	
Batavia	15 sec	
Buffalo Grove	20 sec	
Chicago	10 sec	
Deerfield	n/a	
Elgin	10 sec	
Evanston	n/a	
Glencoe	n/a except theaters	
Glenview	15 sec	
Highland Park	n/a	
IDOT	3-5 sec	
Lake Bluff	n/a	
Lake Forest	n/a	
Libertyville	40 sec, signs only in certain districts	5 sec
Lincolnshire	n/a	
Long Grove	n/a	
Mettawa	n/a	
Morton Grove	10 sec	
Mundelein	4 seconds, static but multi color ok	
Northbrook	**TBD**	**TBD**
Northfield	n/a except gas price	
Palatine	60 sec	
Park Ridge	n/a except RTA signs	
South Elgin	10 sec	
St Charles	15 sec	
Vernon Hills	n/a except schools, gov't and subject	
Warrenville	10 sec	
Wheaton	4 sec	
Wheeling	8 seconds, static but transitions ok	
Wilmette	n/a	

Attachment: 1809 Walters - Formal Application (6646 : An Ordinance for Text Amendment for 1809 Walters for St. Norbert's Electronic Sign)

Archived: Tuesday, February 14, 2023 12:45:34 PM
From: Michelle Forys
Sent: Tuesday, February 14, 2023 11:50:22 AM
To: Pandey, Swati; Kohlstedt, Michaela
Subject: RE: 1809 Walters - Institutional Bulletin Board Sign
Response requested: Yes
Importance: Normal
Attachments:
EMC_Brightness Recommendations_ISA.pdf Regulating Electronic Message Centers_07.22.16_pdf.pdf SSCF-EMC-Lighting-Levels-Phase-1-and-2-2018.pdf

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Hello, Swati & Michaela:

To answer your questions about the brightness levels (measured in nits) --- yes, every major manufacturer of EMC signage has incorporated a photocell eye with their units so that they will self-regulate for ambient lighting conditions.
Much like your cell phone, tablet, laptop/monitor or television, the EMC signs come from the manufacturer with preset brightness range settings that will self-adjust with the ambient light, to give best visibility.
Here's a helpful link to explain this. (remove the spaces) www. make tech easier .com/ what-is-nit-of-screen-brightness/

So, for EMCs, the common brightness ranges for indoor-only use displays (like a school gym) would be 1000-2500 nits. But outdoor units on the other hand, the brightness must be increased to contrast the display as it competes with ambient conditions.
Typical daylight vs full direct sunlight at the high end, and streetlights & headlights at the low end, the range generally needs to be setup for 5,000-10,0000 nits.

Furthermore, most manufacturers also note where their units are being employed and will optimize these settings to suit geographical conditions. For example, areas that will have units placed with more direct sunlight like Miami FL will have higher base range settings than would say Seattle WA. There is no reason to modify these settings without jeopardizing the readability of the sign.

Lastly, I was able to dig up some additional industry research and case studies that may be useful to you and your team too; please see attached. Hope this information helps.

- EMC Brightness Case Studies, *International Sign Association*
- Regulating Electronic Message Centers, *Signage Foundation, Inc.* and *International Sign Association*
- On-Premise Electronic Message Center Lighting Levels, Phase 1 and Phase 2

Thanks,
Michelle

Michelle Forys

Attachment: 1809 Walters - Formal Application (6646 : An Ordinance for Text Amendment for 1809 Walters for St. Norbert's Electronic Sign)

Senior Project Manager

Parvin-Clauss
SIGN COMPANY

165 Tubeway Drive Carol Stream, IL 60188
630-510-2020 Ext. 3023 / Fax: 630-668-8179
mforys@parvinclauss.com **www.parvinclauss.com**

From: Mary Clauss <MClauss@parvinclauss.com>
Sent: Tuesday, February 14, 2023 9:21 AM
To: Pandey, Swati <Swati.Pandey@northbrook.il.us>
Cc: rich@northbrookcatholic.church; Parker Roberts <proberts@parvinclauss.com>; Kohlstedt, Michaela <michaela.kohlstedt@northbrook.il.us>; Michelle Forys <mforys@parvinclauss.com>
Subject: RE: 1809 Walters - Institutional Bulletin Board Sign

Thanks Swati,
We will look at these questions.
I will be out of the office from March 3-12. Can you advise us what the meeting date will be?
When I am out of the office you can forward your questions to Parker Roberts and Michelle Forys.

Mary Clauss
Permit & Marketing Manager

Parvin-Clauss
SIGN COMPANY

165 Tubeway Drive Carol Stream, IL 60188
630-510-2020 ext. 4000 Cell: 630-660-0172
mclauss@parvinclauss.com www.parvinclauss.com

From: Pandey, Swati <Swati.Pandey@northbrook.il.us>
Sent: Monday, February 13, 2023 2:08 PM
To: Mary Clauss <MClauss@parvinclauss.com>
Cc: rich@northbrookcatholic.church; Parker Roberts <proberts@parvinclauss.com>; Kohlstedt, Michaela <michaela.kohlstedt@northbrook.il.us>
Subject: 1809 Walters - Institutional Bulletin Board Sign

Hello Mary,

Following up on my phone call, I have concluded my review of the application and have the following questions:

- Is there any industry standard data regarding electronic message boards vis-à-vis traffic volume; distance with residential; distance from stop sign, etc. Any research or data that shows what is the acceptable location, levels of illumination, or frequency of such signs?
- The narrative states that illumination will be controlled by sensors. Could it be manually controlled if further reduction is required based on field conditions?

As a reminder, please see the comments from the Board from the preliminary review meeting to review their feedback and address their concerns. Click the video link on the agenda page and scroll to time stamp 1:38:00

Attachment: 1809 Walters - Formal Application (6646 : An Ordinance for Text Amendment for 1809 Walters for St. Norbert's Electronic Sign)

Kohlstedt, Michaela

From: Michelle Forys <mforys@parvinclauss.com>
Sent: Monday, March 13, 2023 11:28 AM
To: Kohlstedt, Michaela; Pandey, Swati
Subject: RE: 1809 Walters - Institutional Bulletin Board Sign

In a word, yes. However, the signs are built pre-programmed with their given nits range to achieve what is both historically accepted by local municipalities in the Chicago area and without compromising visibility.

The reference articles that I'd provided to you and Swati give further explanation about how these recommended brightness levels were derived and why this calibration for the specific local ambient brightness conditions of a given geographical area make sense.

Such research has been provided by the EMC manufacturers to illustrate an appropriate range result which is neither too bright, nor too dim.

The goal is to not have the settings too bright as it could become a glare distraction for drivers, but neither should they be lowered, which would make the display not offer enough contrast. This latter setting would also cause an impairment for motorists, causing them to have to slow down to take longer to read the messaging and thereby distract with disrupting traffic flow.

The range settings then, will be the same ones employed successfully by IDOT for their expressway signs and also the same ones we recommend for EMC signs throughout the Chicagoland area.

Hope this helps,
Michelle

Michelle Forys
Senior Project Manager
Parvin-Clauss SIGN COMPANY

165 Tubeway Drive Carol Stream, IL 60188
630-510-2020 Ext. 3023 / Fax: 630-668-8179
mforys@parvinclauss.com www.parvinclauss.com

From: Kohlstedt, Michaela <michaela.kohlstedt@northbrook.il.us>
Sent: Monday, March 13, 2023 10:39 AM
To: Michelle Forys <mforys@parvinclauss.com>; Pandey, Swati <Swati.Pandey@northbrook.il.us>
Subject: RE: 1809 Walters - Institutional Bulletin Board Sign

Can you light be manually dimmed in addition to dimmed through the sensor technology?

Michaela Kohlstedt, AICP
Director of Development & Planning Services | Village of Northbrook
1225 Cedar Lane | Northbrook, IL 60062
d: 847-664-4051

Attachment: 1809 Walters - Formal Application (6646 : An Ordinance for Text Amendment for 1809 Walters for St. Norbert's Electronic Sign)

RESEARCH

Night-time Brightness Level Recommendations for On-Premise Electronic Message Centers

Updated August 2016

PRODUCED BY:

INTERNATIONAL SIGN ASSOCIATION

Attachment: 1809 Walters - Industry Research from Applicant (6646 : An Ordinance for Text Amendment for 1809 Walters for St. Norbert's

TABLE OF CONTENTS

INTRODUCTION 2

CASE STUDIES 4-6

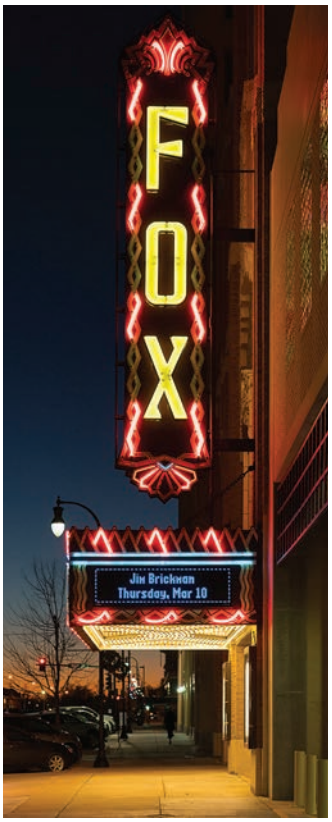
EXECUTIVE SUMMARY 7

RECOMMENDED LANGUAGE 8

SIX STEPS: EMC BRIGHTNESS LEVELS

WITH OPERATIONAL CONTROL 9

WITHOUT OPERATIONAL CONTROL 11



LEARN MORE ABOUT EMCS

The International Sign Association offers an Electronic Message Center (EMC) Resource Center, with resources on:

- EMCs and traffic safety
- A framework for developing EMC sign code language
- The differences between EMCs and digital billboards

www.signs.org/local

ADDITIONAL SIGN CODE RESOURCES

The International Sign Association has developed numerous tools to help communities develop better sign codes. All are housed at www.signs.org/local, including:

- The Supreme Court ruling, *Reed v. Town of Gilbert*
- Model sign codes
- Best practices in regulating temporary and wayfinding signs
- The Economic Impact of On-Premise Signs

ISA's advocacy team is available to provide complimentary assistance on sign codes and sign-related issues.

Contact SignHelp@signs.org or 703.836.4012.

Attachment: 1809 Walters - Industry Research from Applicant (6646 : An Ordinance for Text Amendment for 1809 Walters for St. Norbert's

INTRODUCTION

ELECTRONIC MESSAGE CENTERS (EMCs)

Electronic message centers, or EMCs, continue to grow in popularity for business and community use. You may have heard EMCs being referred to as changeable message displays or digital signs.

EMCs are *not* digital billboards, which advertise a good or service that is located away from the sign. Rather, EMCs are digital signs that are located *on the premises,* and that advertise goods and services that are available at the location.



Electronic Message Center (EMC)/on-premise sign advertising a bank that is located on the same premises as the sign



Digital billboard/off-premise sign advertising an automobile business in another location

There is often confusion regarding on- and off-premise digital signs. However, EMCs and digital billboards have very distinct capabilities and purposes, each targets a specific audience and each has traditionally been treated under separate legal and regulatory regimes, a zoning practice which was noted in the 2015 U.S. Supreme Court ruling in *Reed v. the Town of Gilbert*. For the purposes of this publication, *we are focusing solely and exclusively on EMCs*.

EMCs that are too bright at night can be offensive and ineffective. Night-time EMC brightness is an issue where sign users, the sign industry, and local offices have a common goal: ensuring that EMCs are appropriately legible. We know the messages that these signs convey can be rendered unattractive and perhaps even unreadable if they are programmed too bright.

That's why many sign companies recommend to their customers that in order for these signs to be most effective, their brightness be set at such a level to be visible, readable and conspicuous.





Attachment: 1809 Walters - Industry Research from Applicant (6646 : An Ordinance for Text Amendment for 1809 Walters for St. Norbert's

The International Sign Association (ISA) retained noted lighting expert Dr. Ian Lewin of Lighting Sciences to help the industry develop scientifically-researched, understandable recommendations for EMC brightness. Dr. Lewin was a past chair of the Illuminating Engineering Society of North America (IES), and was greatly respected within the lighting field. His work for ISA was conducted with the input of experts within the sign industry.

As a result of his research, Dr. Lewin recommended two different brightness settings based on whether the EMC was located in an area of high or low ambient light. After field testing and utilizing Dr. Lewin's recommendations, it was determined that using the more conservative recommendation is appropriate in areas of both low and high ambient light. In order to simplify Dr. Lewin's recommendations, and to take a more reasonable approach to ensure that EMCs are sufficiently visible but not overly bright, ***it is recommended that EMCs not exceed 0.3 footcandles over ambient lighting conditions when measured at the recommended distance, based on the EMC size.***

The research and the recommendations contained in this report pertain only to EMCs, not traditionally internally illuminated signs, such as these channel letter and neon signs below. EMCs use a different lighting technology than most of these types of signs, and as such the scientific approach differs.

Community leaders should understand that, while it is recommended that brightness measurements be taken perpendicular to the sign, sign viewers rarely see the sign at that same perpendicular approach. At any viewing point away from or off the forward angle, the apparent brightness will be reduced. In other words, the measurements will capture the recommended brightness levels, but, unless viewers are looking at the sign directly perpendicular, they will not perceive the brightness at the full level.

We have provided recommended statutory language and tips to measure brightness with and without control of the EMC. If you need further assistance, feel free to contact ISA, signhelp@signs.org or at (703) 836-4012 to answer any of your EMC questions.





FOOTCANDLES VS. NITS: WHICH MEASUREMENT IS BETTER?

This document recommends communities adopt illumination measurements in footcandles as compared to nits. Here are a few reasons why more than 200 localities and many state departments of transportation have adopted the footcandle measurement for EMCs:

FOOTCANDLES

Measures illuminance
Accounts for ambient light conditions
Luxmeter measuring device $100
"Twilight" measurement possible
Measures light impact and appearance
Works with roadway lighting standards
Easier to check and enforce

NITS

Measures luminance
Measures only the amount of brightness emitted
Luminance spectrometer (nit gun) - $1,000
Does not allow adjustment based on ambient light
Does not measure appearance
Difficult to measure accurately
Difficult to enforce

* While the main advantage of using nits as compared to footcandles is that daytime measurement is possible, EMC brightness is typically more of an issue at night.

Attachment: 1809 Walters - Industry Research from Applicant (6646 : An Ordinance for Text Amendment for 1809 Walters for St. Norbert's

CASE STUDY: Columbus, Ohio

COMMUNITY . . . . . **Columbus, Ohio**
POPULATION. **836,000**
LOCATION . . . . . As Ohio's largest city and state capitol, Columbus is the country's 15th largest city.
SPECIFIC EMC ISSUE. . . . . Crafting a reasonable, enforceable code that addresses complaints while preserving the ability for businesses to use what it termed automatic changeable copy signs.

As automatic changing copy signs—as Columbus refers to EMCs—grew in use, so did community complaints.

By 2011, city planners began to edit the graphics codes to limit special effects. The goal was to continue to allow for a variety of commercial graphics, "but not at the expense of neighborhoods," said Lisa Russell, the city's Planner II who facilitated the code development project.

The city had in place certain limits on automatic changing copy signs, aka EMCs, in the graphics code, limiting their use to commercial and manufacturing zoning districts and requiring that only half of the sign could be used for the changeable copy. But signs lacked brightness limits and a hold time.

Russell led a team to draft the new code, which incorporated a brightness limit for both on-premise and off-premise signs. The testing method also is included in the code.

It was the result of much scientific discussion. "I believe that the best answer is revealed if you have enough information," Russell said. The committee included a community group leader who was an architect specializing in lighting and representatives from the sign and graphics industry.

"When we started exploring brightness, it appeared the footcandle method was the way to go," Russell said. "However, some group members wanted us to explore the luminance method. ISA believed so strongly that the luminance method was problematic that they brought a demonstration to us."

The demonstration included a field trip to visit a sign to show the impact of the two measurement methods. "They wanted to make sure that we didn't go down the wrong path. They rented a lift and showed us that with the luminance method you'd have to get up in the lift, raise it and shine the nit gun at the sign. With the footcandle meter, you can stand on the ground."

Russell helped the group to see that the "members of the professional sign and graphics industry are not the same as end-users of signs, such as an owner of a carryout who wants to draw attention to his shop over others. We all had an interest in developing reasonable regulations instead of just banning these signs. We also did not want to take away the rights that businesses had to display electronic signs."

The new code has significantly lessened complaints about sign brightness. And when a complaint is received, the code enforcement officers have a verifiable process for determining whether the sign complies with the code.

Attachment: 1809 Walters - Industry Research from Applicant (6646 : An Ordinance for Text Amendment for 1809 Walters for St. Norbert's

CASE STUDY: Kitsap County, Washington

COMMUNITY . . . . . **Kitsap County, Washington**
POPULATION. **260,000**
LOCATION . . . . . Across the Puget Sound from Seattle and bordered by rural communities on the west. It is the third most densely populated county in the state.
SPECIFIC EMC ISSUE. . . . . Existing codes did not cover electronic signs.

As a "transition" county between rural Washington and the metropolitan city of Seattle, Kitsap County had the challenges of creating regulations for electronic signs that fit the county's dual personalities.

"The first step was to identify where these signs would be allowed," said Darren Gurnee, a planner with the county. "We wanted to make sure these were restricted to areas of increased density and primarily non-residential use such as industrial zones and commercial zones within the urban growth area."

Previously, the county had allowed electronic signs "as a matter of interpretation," Gurnee said. Crafting more defined electronic sign regulations would provide a measure of stability—and help business owners know what was allowed and where. An added bonus: Gurnee felt the signs would be more attractive than the block letters signs that had to be changed manually.

While the county wanted to make it easier for businesses to convert existing static monument signs into electronic signs, it also wanted to ensure that the regulations were not written in a way that would allow billboards to convert.

"We were able to craft our regulations in a way that required signs be brought into conformance before any change could be made," Gurnee said. "Billboards were non-conforming, so that would not be an issue."

ISA provided Gurnee with industry standards—contained in this publication—and some background on the technology that today's electronic signs offer, such as automatic dimming. It also incorporated some of the recommended language on animation, hold times and transitions.

"The regulation is written in a way that it would be easy to enforce," Gurnee said, and easy to understand, without the ambiguities contained in the previous method. The ending code created a perfect fit for both of the community's personalities.

Attachment: 1809 Walters - Industry Research from Applicant (6646 : An Ordinance for Text Amendment for 1809 Walters for St. Norbert's

CASE STUDY: SPARKS, NEVADA



COMMUNITY . . . . . **Sparks, Nevada**
POPULATION. **93,500**
LOCATION . . . . . A rapidly growing community, Sparks is located near Lake Tahoe, California, and Reno, Nevada, and is Nevada's fifth largest city.
SPECIFIC EMC ISSUE. . . . . Existing regulations were difficult to enforce and outdated.

Sparks, Nevada had existing regulations of electronic message centers—or electronic variable signs as the community deemed them. But "it wasn't very explicit," said senior planner Karen Melby. "The brightness standards were in lumens, which we didn't even know how to measure."

The regulations were outdated as well—having been drafted in 2002. Technology had changed dramatically and the costs of EMCs had dropped, putting them in the range of more businesses' budgets. "We felt we could see more coming and felt that we needed to get a handle on it."

As a first step, planners required that those seeking an EMC permit meet their standards before approval was granted, but nothing was written into the code. That method can create problems.

So Melby led the city through the code revision process. She sought out industry expertise from both the planning community and the sign and graphics industry. For industry insight, she turned to ISA. ISA provided feedback on how other communities were regulating electronic message centers, and recommendations on what was working for these communities.

One outside group felt strongly that the standards should be regulated in nits, not footcandles. They brought in an expert who opposed the proposed regulations. But Melby held strong on the issue of footcandles. "In my research, it seems like footcandle is what you can see with your eyes while a nit is pinpointing a spot on a sign. When you look at a sign, you're looking at the whole thing, not just one small spot."

The city adopted the widely recognized standard of 0.3 footcandles above ambient light, using the distance measurements outlined in this publication. Melby took that table, determined the formula and wrote the formula into the code.

The community allows smaller signs—those under 32 square feet—to include scrolling, while those larger do not.

The result has been a city that has successfully navigated the balance between business interests and community aesthetics. "We've had very few complaints," Melby said. "When we do get a complaint about a sign being too bright, we go out and measure it. When they bring it down to standards, we don't get complaints."

Being able to use a simple light meter to measure brightness is far easier than simply guessing whether the sign is in compliance, Melby said. "The other method (measuring nits) was really based on opinion. What may seem bright to me may not seem bright to you. Now, we can say, 'This is what the meter says.'"

By having clear standards that are easier to enforce, both community and business win.

Attachment: 1809 Walters - Industry Research from Applicant (6646 : An Ordinance for Text Amendment for 1809 Walters for St. Norbert's

EXECUTIVE SUMMARY

ISA ELECTRONIC MESSAGE CENTER NIGHT-TIME BRIGHTNESS RECOMMENDATIONS

This summary has been developed with an understanding that EMCs that are unreasonably bright are not effective for the communities or end users. This intends to help communities and stakeholders develop brightness standards for on-premise EMCs. The summary comprises:

1) An overview of the importance of ensuring appropriate brightness,
2) Technology utilized to ensure appropriate brightness, and
3) Recommended brightness standards

1. Overview of the importance of ensuring appropriate night-time brightness.

EMCs that are too bright at night can be offensive and ineffective. There are significant advantages to ensuring than an electronic display is not overly bright. These advantages include:

- Conservation of energy
- Increased life expectancy of the electronic display components
- Building goodwill with the community
- Ensuring the legibility of the display

It is in the best interest of all stakeholders to ensure that EMCs are sufficiently bright to ensure clear legibility, while at the same time avoiding a display that is overly bright.

2. Technology utilized to ensure appropriate brightness.

Most EMCs are designed to produce sufficient brightness to ensure clear legibility during daylight hours. However, daytime brightness settings are usually inappropriate for night-time viewing. The following general methods are used to dim an EMC for appropriate night-time viewing:

1. ***Manual Dimming.*** Using this method, the sign operator dims the display in response to changing ambient light conditions.
2. ***Scheduled Dimming.*** Sunset-sunrise tables allow an EMC to be programmed to dim at the same time that the sun sets and rises. This method is generally acceptable, but is more effective when used as a backup to automatic dimming controls capability, such as photocell technology.
3. ***Photocell Technology.*** An EMC that utilizes photocell technology can automatically dim as light conditions change. A photocell sensor alerts the display to adjust brightness according to ambient light conditions.

3. Recommended night-time brightness standards.

Dr. Lewin recommended the development of brightness criteria based on the Illuminating Engineering Society's (IES) well-established standards pertaining to light trespass, IES Publication TM-11-00. The theory of light trespass is based on the concept of determining the amount of light that can spill over (or "trespass") into an adjacent area without being offensive.

In order to simplify Dr. Lewin's recommendations, and to take a more reasonable approach to ensure that EMCs are sufficiently visible but not overly bright, **it is recommended that EMCs not exceed 0.3 footcandles over ambient lighting conditions when measured at the recommended distance, based on the EMC size.**

Email signhelp@signs.org to receive Dr. Lewin's original research.



...it is recommended that EMCs not exceed 0.3 footcandles over ambient lighting conditions when measured at the recommended distance, based on the EMC size.

Attachment: 1809 Walters - Industry Research from Applicant (6646 : An Ordinance for Text Amendment for 1809 Walters for St. Norbert's

RECOMMENDED LEGISLATIVE LANGUAGE



Electronic Message Center (EMC) Criteria: The night-time illumination of an EMC shall conform with the criteria set forth in this section.

A. EMC Illumination Measurement Criteria: The illuminance of an EMC shall be measured with an illuminance meter set to measure footcandles accurate to at least two decimals. Illuminance shall be measured with the EMC off, and again with the EMC displaying a white image for a full color-capable EMC, or a solid message for a single-color EMC. All measurements shall be taken as close as practical to a perpendicular plane of the sign at the distance determined by the total square footage of the EMC as set forth in the accompanying Sign Area of a Sign versus Measurement Distance table.

B. EMC Illumination Limits: The difference between the off and solid-message measurements using the EMC Measurement Criteria shall not exceed 0.3 footcandles at night.

C. Dimming Capabilities: All permitted EMCs shall be equipped with a sensor or other device that automatically determines the ambient illumination and programmed to automatically dim according to ambient light conditions, or that can be adjusted to comply with the 0.3 footcandle measurements.

D. Definition of EMC: A sign that utilizes computer-generated messages or some other electronic means of changing copy. These signs include displays using incandescent lamps, LEDs, LCDs or a flipper matrix.

SIGN AREA VERSUS MEASUREMENT DISTANCE

AREA OF SIGN sq. ft.	MEASUREMENT (ft.)
10	32
15	39
20	45
25	50
30	55
35	59
40	63
45	67
50	71
55	74
60	77
65	81
70	84
75	87
80	89
85	92
90	95
95	97
100	100
110	105
120	110
130	114
140	118
150	122
160	126
170	130
180	134
190	138
200	141
220	148
240	155
260	161
280	167
300	173

** For signs with an area in square feet other than those specifically listed in the table (i.e., 12 sq ft, 400 sq ft, etc), the measurement distance may be calculated with the following formula: Measurement Distance = $\sqrt{\text{Area of Sign Sq. Ft. x } 100}$*

Attachment: 1809 Walters - Industry Research from Applicant (6646 : An Ordinance for Text Amendment for 1809 Walters for St. Norbert's

HOW TO MEASURE THE NIGHT-TIME BRIGHTNESS OF AN EMC WITH OPERATIONAL CONTROL

(Note: This method can be completed by one individual, but requires operational control to shutoff the EMC)

STEP 1

OBTAIN AN ILLUMINANCE METER.

Purchase or otherwise procure an illuminance meter. Most city/county traffic departments have an illuminance meter, which are also referred to as lux or footcandle meters (lux is the metric measure of illuminance; footcandles is the English measure of illuminance). The illuminance meter must have the ability to provide a reading up to two decimal places and must be set to read footcandles. It is preferred to have an illuminance meter with a screw-mount that allows the sensor to be mounted on a tripod. A tripod ensures that the highly sensitive sensor is held perfectly still; otherwise it may be difficult to obtain an accurate reading.

STEP 2

DETERMINE SQUARE FOOTAGE.

Determine the square footage of the face of the electronic message sign (EMC) by multiplying the height and width of the EMC. This information may be available in a permit application, or can be determined by physically measuring the height and width of the EMC. Do not include the sign face square footage attributable to any additional static signs associated with the EMC (if applicable).



STEP 3

DETERMINE THE MEASUREMENT DISTANCE.

Using the total square footage found in Step 2, look up the measurement distance in the table provided in the Recommended Legislative Language on page 8, to determine the distance to measure the brightness of the EMC. The distance should be measured perpendicular to the EMC sign face. The use of a measuring wheel, laser finder or a smartphone app are the most convenient ways to measure the distance.



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STEP 4

PREPARE THE DISPLAY FOR TESTING.

Ensure that the EMC is programmed to alternate between a solid white (or in the case of a monochrome display – the solid color of the display) message and a blank message. The community may require that the sign owner cooperate with testing by programming the EMC for testing upon written notice.

STEP 5

USE AN ILLUMINANCE METER TO MEASURE THE BRIGHTNESS OF THE EMC.

Mount the sensor of your illuminance meter to a tripod and orient the sensor directly towards the face of the EMC at the measurement distance determined in Step 2.

Ensure that the illuminance meter is set to measure footcandles up to two decimal places. As the display alternates between a solid white message and an "off" message, note the range of values on the illuminance meter. If the difference between the readings is less than 0.3 footcandles, then the brightness of the display is in compliance. If not, the display will need to be adjusted to a lower brightness level using the manufacturer's recommended procedures.



STEP 6

ENSURE THAT THE DISPLAY CAN ADJUST TO DIFFERENT AMBIENT CONDITIONS.

Inspect the sign to ensure that it incorporates a photocell or other technology to ensure that the display can adjust according to ambient lighting conditions.



As the display alternates between a solid white message and an "off" message, note the range of values on the illuminance meter. If the difference between the readings is less than 0.3 footcandles, then the brightness of the display is in compliance.

Attachment: 1809 Walters - Industry Research from Applicant (6646 : An Ordinance for Text Amendment for 1809 Walters for St. Norbert's

HOW TO MEASURE THE NIGHT-TIME BRIGHTNESS OF AN EMC—WITHOUT CONTROL OF THE SIGN

(Note: This method requires two individuals, but does not require operational control of the EMC.)

There will be instances where the EMC illumination needs to be evaluated to ensure that it does not exceed the brightness levels established in the municipal sign ordinance. If the municipality is unable to obtain access to the sign controls or attempting to take the measurement after business hours, this method should be followed.

Unlike the six-step process described previously, this process measures the difference in brightness between the sign in operation and when the sign is completely blocked from the illuminance meter. This procedure is extremely simple and requires only an illuminance meter and a piece of painted cardboard cut to the proper size.

STEP 1

OBTAIN AN ILLUMINANCE METER.
(See previous Step 1)

STEP 2

DETERMINE SQUARE FOOTAGE.
(See previous Step 2)

STEP 3

DETERMINE THE MEASUREMENT DISTANCE.
(See previous Step 3 or use $\sqrt{(\text{Area of Sign in Sq. Ft. x } 100)}$)

STEP 4

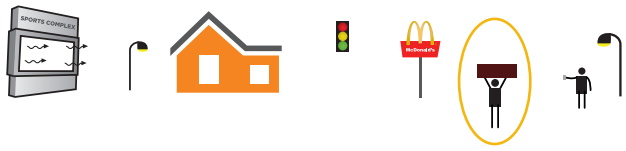
POSITION THE TESTERS.

Based on the size of the digital display, the person conducting the test should position themselves as close to directly in front of the digital display as practical, at the appropriate distance (calculated in Step 3).

A helper should position themselves about 7 ft. to 10 ft. in front of the light meter and hold up an opaque, black sheet of material that is roughly 12 in. high by 40 in. wide. (Regular cardboard painted matte black works well for this.) The sheet should be positioned so it blocks all light from the EMC, but still allows the remaining ambient light to register on the illuminance meter.

EMC Area	Measurement Distance
24 ft²	49 ft
32 ft²	57 ft
50 ft²	71 ft
100 ft²	100 ft

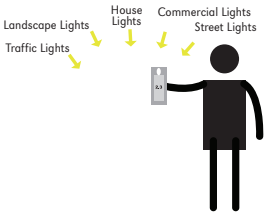
This helper should use a cardboard sheet to block the EMC light from the footcandle meter. This will establish the baseline footcandle reading.



After the cardboard block is held in place, a reading should be taken for the ambient light.

In this example, various light sources are impacting the photocell measuring 2.3 footcandles of ambient light.

This is the baseline for the measurement. Write it down.



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STEP 5

USE AN ILLUMINANCE METER.

The illuminance meter should be held at a height of about 5 ft. (which is approximately eye level) and aimed directly at the EMC. The illuminance meter will account for surrounding sources of light or the absence thereof.

In this case our ambient light reading was 2.3 fc. The new light reading with the LED displaying a full white frame cannot read above 2.6 fc or 2.3 (ambient) + 0.3 (threshold). If a full white frame cannot be arranged, watch the meter to see if any ad exceeds 2.6 fc.



At this point, readings should be taken from the illuminance meter to establish a baseline illumination level. (ISA recommends that the illuminance meter is capable of levels to 2 decimal places 0.00).

Once the baseline level is established, add 0.3 footcandles to the baseline level to calculate the max brightness limit. (For example: Baseline reading is 3.15 footcandles. The max brightness level is 3.45 footcandles.)

STEP 6

DETERMINE THE BRIGHTNESS LEVEL.

Remove the opaque sheet from blocking the EMC. Watch the foot-candle meter for 3 to 5 minutes to see if the max brightness level is exceeded by any of the images on the sign. If the readings do not exceed the max brightness levels, then the EMC illumination is in compliance.

If any of readings consistently exceed the max brightness level, the lighting level is not in compliance. In this scenario, the municipality will need to inform the sign owner of noncompliance and take appropriate steps to ensure that the EMC be adjusted to a lower brightness level using the manufacturer's recommended procedures.





If any of readings consistently exceed the max brightness level, the lighting level is not in compliance.

Attachment: 1809 Walters - Industry Research from Applicant (6646 : An Ordinance for Text Amendment for 1809 Walters for St. Norbert's



INTERNATIONAL SIGN ASSOCIATION

1001 N. Fairfax Street, Suite 301
Alexandria, VA 22314
703.836.4012 Ph
703.836.8353 Fax
www.signs.org

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Regulating Electronic Message Centers

Planning Webcast Series

VITAL SIGNS, VIBRANT COMMUNITIES.

Mike Freeborg - Prismview

James Carpentier, AICP, International Sign Association (ISA)

July 22, 2016

signage foundation, inc.

INTERNATIONAL SIGN ASSOCIATION

Attachment: 1809 Walters - Industry Research from Applicant (6646 : An Ordinance for

Common Questions

- What are electronics signs?
- How do we strike a balance between their use and community aesthetics?
- How do we allow them without:
  - Looking like Las Vegas?
  - Negatively impacting community safety?
- How do we regulate them in ways that are understandable and enforceable?
- Impact of EMCs and regulation on users?

Attachment: 1809 Walters - Industry Research from Applicant (6646 : An Ordinance for

Key things to know:

- They can operate in a broad range of capabilities
- The software that controls the displays allows the end user to follow local sign codes easily…

Attachment: 1809 Walters - Industry Research from Applicant (6646 : An Ordinance for

Key things to know:

- They can operate in a broad range of capabilities
- The software that controls the displays allows the end user to follow local sign codes easily…

IF

the sign codes are easy to understand

Attachment: 1809 Walters - Industry Research from Applicant (6646 : An Ordinance for

The "That One Sign" Problem

"THAT ONE SIGN"…..

- is too bright
- is too animated
- is too _____.



Attachment: 1809 Walters - Industry Research from Applicant (6646 : An Ordinance for

Resolving The "That One Sign" Problem





A. Dispel the biggest myths and concerns that drive regulatory decisions around these signs

B. Understand and Address the Six Key Regulatory Distinctions:

1. **Brightness**
2. Message hold times
3. Transition method
4. Transition duration
5. Area / Square Footage
6. Regulating EMCs post Reed vs Town of Gilbert

Attachment: 1809 Walters - Industry Research from Applicant (6646 : An Ordinance for

Common Concern #1

"These signs will make our community look like Las Vegas."

There's no comparison.

Let's take a closer look.

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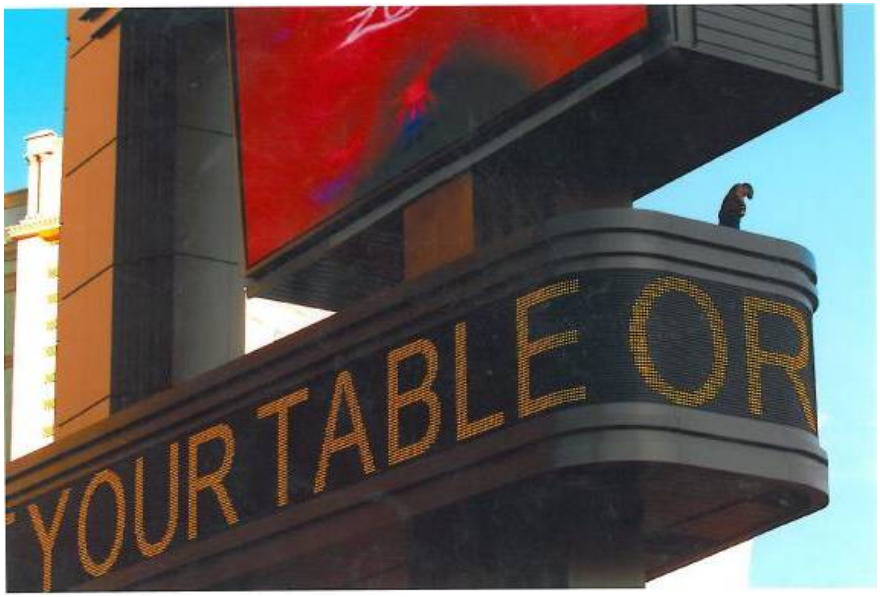
Trust Us: Your Community Will NEVER Be Confused with Las Vegas

222’ High

7,000 sq. ft. of sign area



New York, New York Pylon
Las Vegas Strip



Attachment: 1809 Walters - Industry Research from Applicant (6646 : An Ordinance for

Trust Us: Your Community Will NEVER Be Confused with Las Vegas

222’ High

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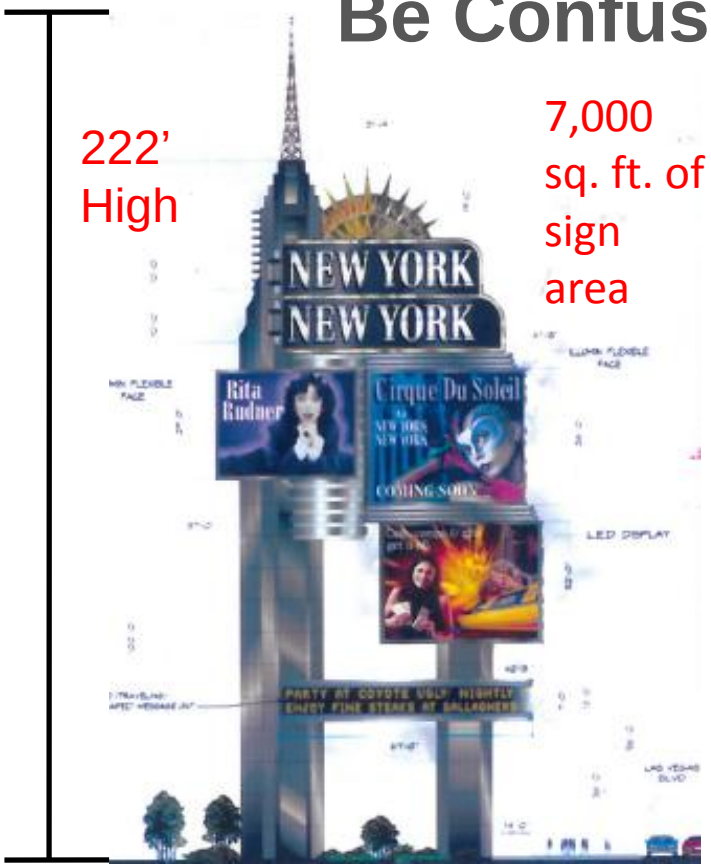
New York, New York Pylon
Las Vegas Strip



Harmon: 18,300 sq ft

Attachment: 1809 Walters - Industry Research from Applicant (6646 : An Ordinance for

Trust Us:
Your Community Will NEVER Be Confused with Las Vegas



New York, New York Pylon
Las Vegas Strip

What’s allowed in your community?

Attachment: 1809 Walters - Industry Research from Applicant (6646 : An Ordinance for

Common Concern #2

"The mere presence of these signs will distract drivers, and cause more accidents."

The Truth:

Studies show there is NO causal relationship between these signs and accident rates.

Distraction vs. Danger

Attachment: 1809 Walters - Industry Research from Applicant (6646 : An Ordinance for

Statistical Analysis of the Relationship Between On-Premise Digital Signage and Traffic Safety

H. Gene Hawkins, Jr., Ph.D., P.E.

- Associate Professor and Research Engineer, Zachry Department of Civil Engineering, Texas A&M University

Attachment: 1809 Walters - Industry Research from Applicant (6646 : An Ordinance for

Statistical Analysis of the Relationship Between On-Premise Digital Signage and Traffic Safety

Background:

- Study examined data over a four-year period at 130 locations in four states.

Key Finding:

- “We did not find a statistically significant impact.”

Study Weblink:

- http://www.signs.org/planners

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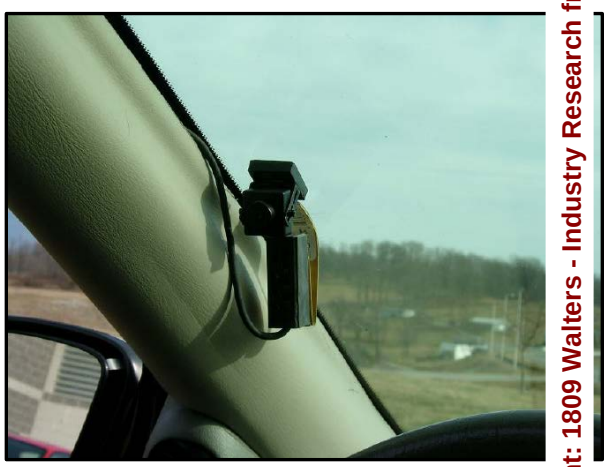
VTTI Study: "Driving Performance and Digital Billboards" - 2007

Key Facts:

- Participants drove in instrumented vehicle on a 50 mile loop in Cleveland
- Participants were not informed about true purpose of test
- Special equipment measured eye glances toward digital billboards and other comparison targets
- Goal: Measure duration of eye glances





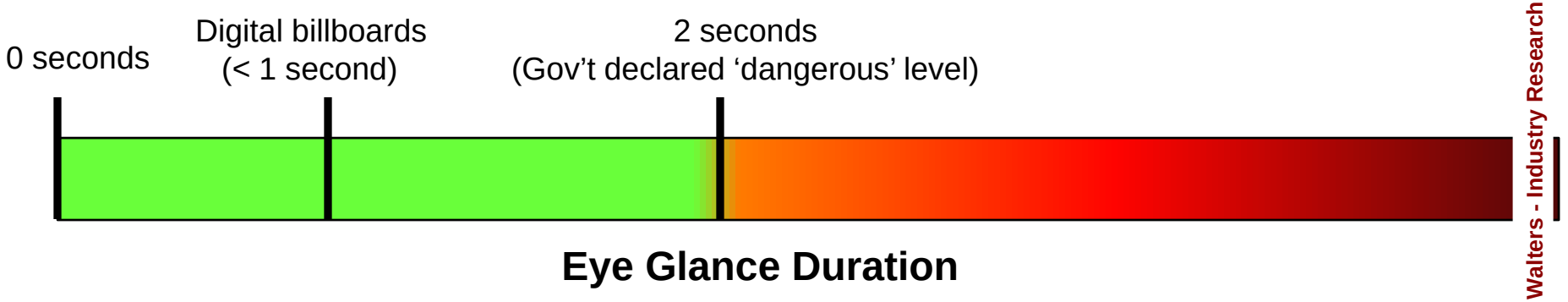


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VTTI Study: "Driving Performance and Digital Billboards" - 2007

Key Findings:

- The mean glance duration towards digital billboards was less than one second, both day and night

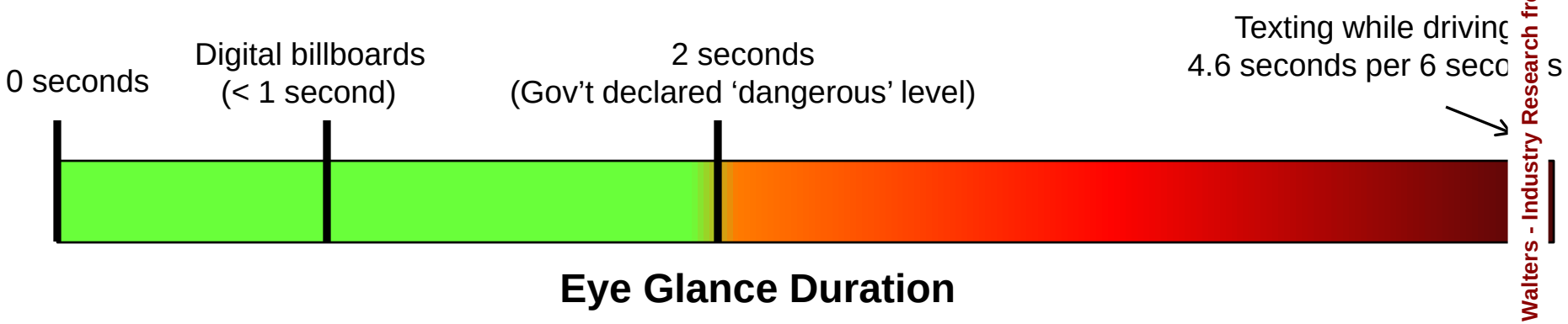


Attachment: 1809 Walters - Industry Research from Applicant (6646 : An Ordinance for

VTTI Study: "Driving Performance and Digital Billboards" - 2007

Key Findings:

- The mean glance duration towards digital billboards was less than one second, both day and night
- In comparison: Texting = mean glance duration of 4.6 seconds during 6 second period.



Eye Glance Duration

Attachment: 1809 Walters - Industry Research from Applicant (6646 : An Ordinance for

Recently Released FHWA Study

- Intent:
  - Measure possible affects of digital billboards on driver attention, distraction and safety
- Approach:
  - Approached research from a human factors perspective, much like Virginia Tech study
- Release Date:
  - December 27, 2013

Attachment: 1809 Walters - Industry Research from Applicant (6646 : An Ordinance for

FHWA Study

- Key Findings
  - Mean eye glance far less than 1 second
  - “The presence of CEVMS did not appear to be related to a decrease in looking toward the road ahead.”
  - “The results did not provide evidence indicating that CEVMS, as deployed and tested in the two selected cities, were associated with unacceptably long glances away from the road.”

Attachment: 1809 Walters - Industry Research from Applicant (6646 : An Ordinance for

Common Concern #3

"If we DO allow these signs, we should require long message hold times (> 1 min), because that is the only way our community will tolerate these signs"

The Truth:

A community's negative emotional reaction is *almost always* more associated with improperly regulated ***brightness.***

Attachment: 1809 Walters - Industry Research from Applicant (6646 : An Ordinance for

Effectiveness of Using Hold Time Examples

- Message hold times are one of the most difficult regulatory distinctions to discuss.
- Recommendation: Use visual examples like the following to demonstrate hold times

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Attachment: 1809 Walters - Industry Research from Applicant (6646 : An Ordinance for



Attachment: 1809 Walters - Industry Research from Applicant (6646 : An Ordinance for

Examples of Different Hold Times

Please visit: www.signs.org/planners
for examples of 30, 10, 5 and 3 second hold times.

Use them for:

- Internal staff discussion
- Planning commission
- Council meetings
- They save time and agony when discussing this topic

Consider other factors like allowable sign size, setbacks, etc when discussing hold times.

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Common Concern #4

"EMCs are *way* too bright. They will shine in people's living rooms, cause accidents, etc."

The Truth:

Only *improperly regulated or unregulated* EMCs are way too bright.

There are now well established brightness guidelines that address this issue. Adopt these guidelines and you will NOT have dancing lights in living rooms.



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Finding Common Ground

- On EMC and Digital Sign Issues

- ***Planning and Zoning Considerations***

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The Six Key Regulatory Issues

- Brightness
- Message Hold Time
  - How long a single message is visible
- Transition Method (a.k.a. the “Frame Effect”)
  - How the message changes to the next
- Transition Duration
  - How long that change takes
- Area or Square Footage of EMC
  - % of allowable sq. ft.
- Regulating EMC’s Post Reed vs. Town of Gilbert
  - Content neutrality

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Regulatory Issue #1 – Brightness

- Brightness
  - How bright the sign is
- Regulatory Considerations
  - It is all relative….





Attachment: 1809 Walters - Industry Research from Applicant (6646 : An Ordinance for

Brightness

Illuminance

– Measured in **footcandles**; meters are inexpensive (<$100); easier to check and enforce

Luminance

– Measured in **nits** or candelas per square meter, meters are very expensive (approx $3,000); difficult to enforce.

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ISA's Recommended Brightness Guidelines



Developed by Dr. Ian Lewin, a renowned lighting expert with over 30 years experience in lighting science.

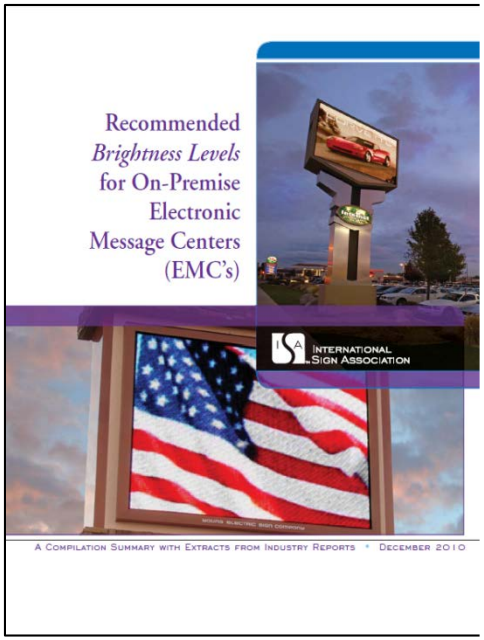
Developed solely for EMCs and are not applicable for traditional signs

Over 170 jurisdictions (8 state DOT's) have adopted

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Brightness

- ***Regulatory Considerations***
  - Auto-dimming is a must:
    - "All EMCs shall be equipped with technology that automatically dims the electronic message center according to ambient light conditions."
  - Primary Brightness Guideline:
    - "To ensure that EMCs are sufficiently visible but not overly bright, it is recommended that EMCs not exceed **0.3 footcandles** over ambient lighting conditions when **measured at the recommended distance, based on the EMC size**."

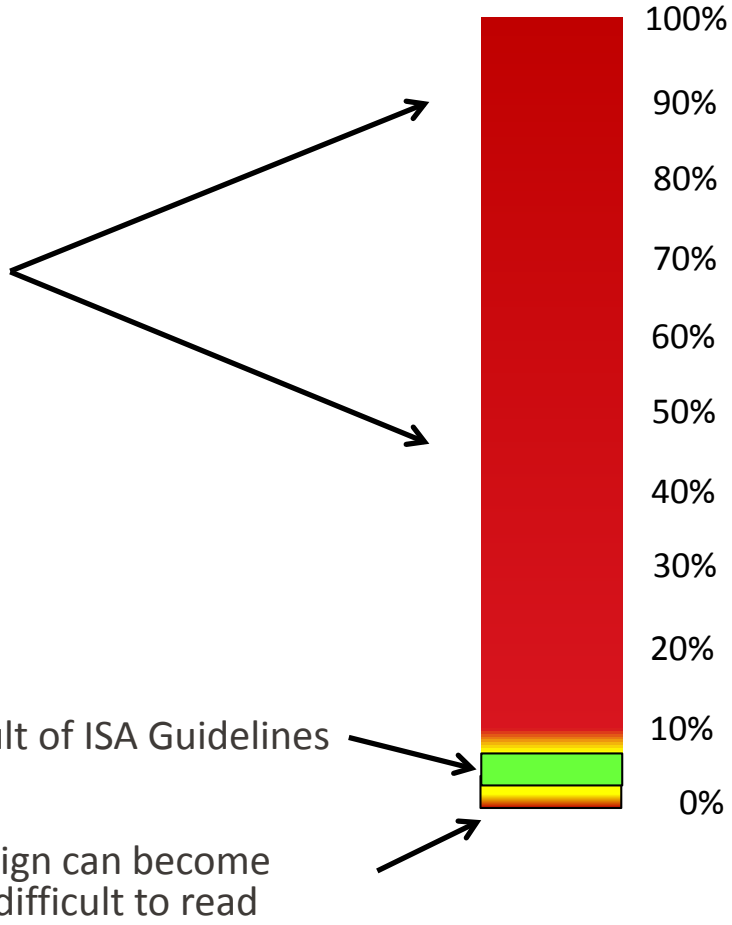


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Nighttime Brightness







Attachment: 1809 Walters - Industry Research from Applicant (6646 : An Ordinance for

Daytime Brightness

- Some jurisdictions have adopted daytime brightness limitations that are not effective



Field testing in Pittsburg EMC is set at 2500 nits

We do not recommend daytime brightness controls

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Regulatory Issue #2 – Message Hold Time

- Message Hold Time
  - How long a message must remain fixed in place before it can transition to another message
- Business Impact:
  - The shorter the hold time, the more beneficial for the user/business
    - Allow businesses to 'cast a wider net'
    - Provide the ability to communicate sequential messages (directions, event times, etc.)

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Regulatory Issue #2 – Message Hold Time

Sequential Messages and Hold Times:



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Regulatory Issue #2 – Message Hold Time

- **Business Impact:**
  - Consider what problem you are trying to solve before regulating hold times
  - Retroactively regulating this area may create legal issues
- **Safety Concerns?**
  - Safety studies demonstrate EMC's do not create a safety problem
- **Provide examples…**

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Regulatory Issue #3 – Transition Method

- **Transition *Method***
  - **How** one message transitions to the next message (not a timing issue)

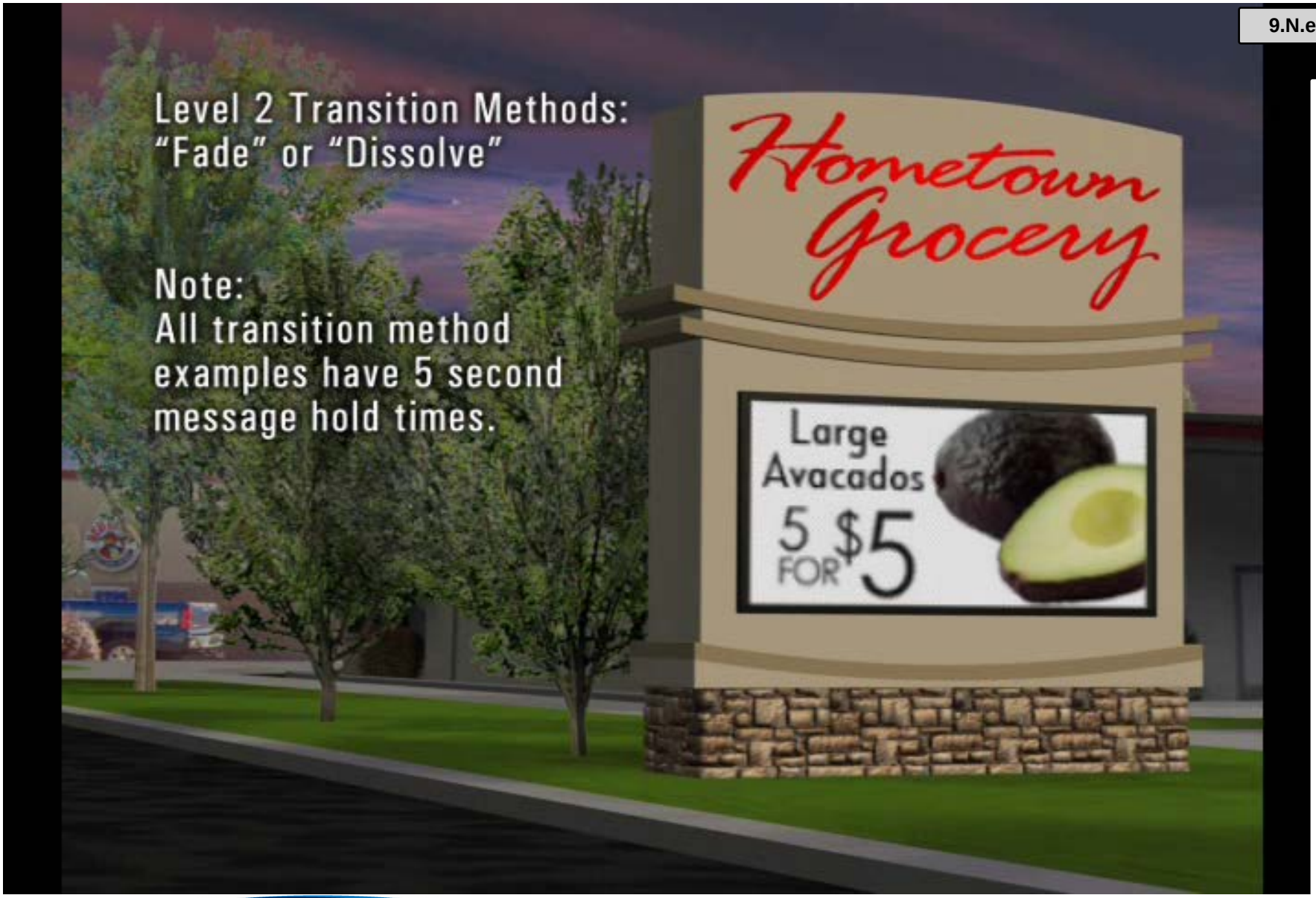
Static/instant transition:



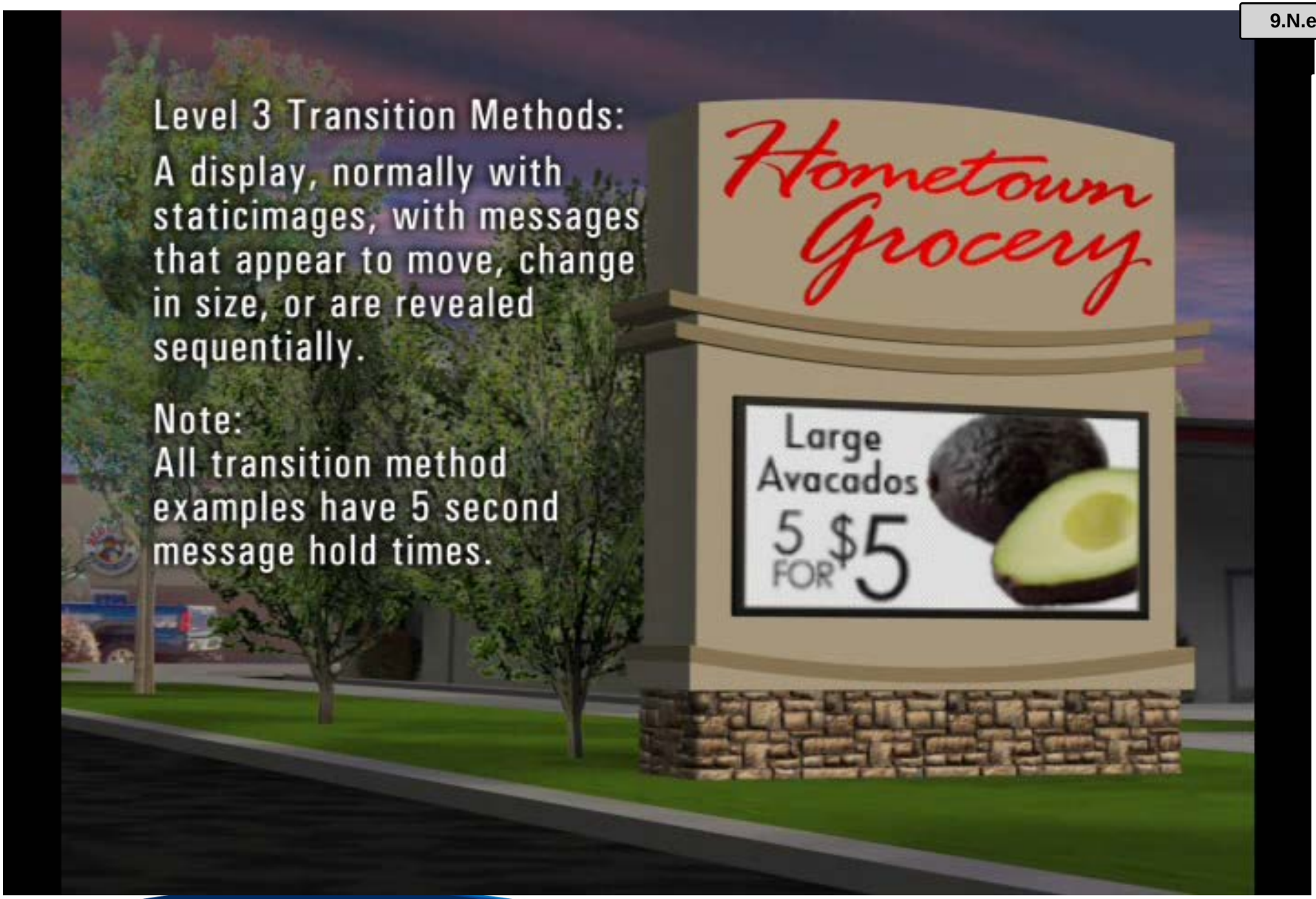
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Regulatory Issue #3 – Transition Method

- ***Regulatory Considerations***
  - After evaluating options, have a discussion about what works best for your community
  - Keep in mind that there may be distinctions in permitted transition methods based on zoning districts
    - Downtown Districts
    - General Commercial Districts
    - Highway Commercial Districts



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Regulatory Issue #3 – Transition Method

- ***Regulatory Considerations***
  - Use definitions when describing permitted or prohibited transition methods

> E. TRANSITION METHOD or FRAME EFFECT – a visual effect applied to a MESSAGE to transition from one MESSAGE to the next. TRANSITION METHODS include, but are not limited to the following:
>
> (i) DISSOLVE – a Frame Effect accomplished by varying the light intensity or pattern, where the first Frame gradually appears to dissipate and lose legibility simultaneously with the gradual appearance and legibility of the second Frame.

  - Be careful to revise traditional language that may conflict with the proposed EMC sign provisions

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Regulatory Issue #4 – Transition Duration

- Transition Duration
  - How long it takes the transition method/frame effect to go from one message to the next.
- Regulatory Considerations
  - Keep transition to one second or less to minimize community complaints.

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Regulatory Issue # 5 - Area of EMC

- Some jurisdictions choose to limit the square footage of EMCs differently than static signs
- This is often a result of a ‘That One Sign’ concern

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Regulatory Issue # 5 - Area of EMC

Considerations

- Same as static signs
- Vary the allowable square footage based on the zoning district
  - Neighborhood districts more restrictive
  - General Business less restrictive



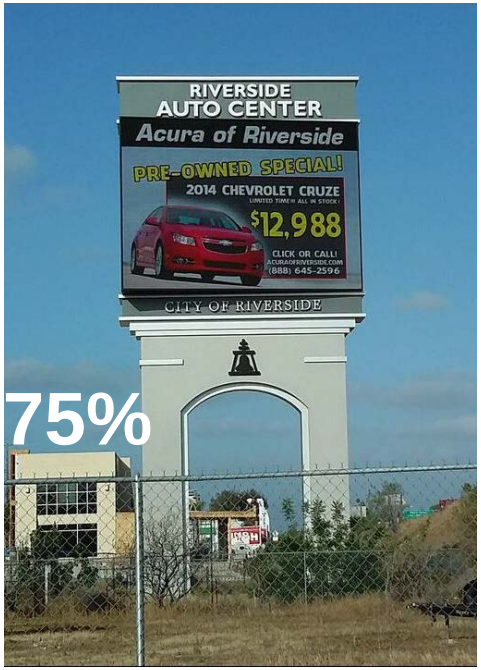


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Regulatory Issue # 5 - Area of EMC









Usually at least 50% or more is needed to allow for logo, call to action & imagery.

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Regulatory Issue # 6 – Regulating EMC's post Reed vs. Town of Gilbert

- Content neutrality is essential now
  - Color limitations
  - Alphanumeric limitations
  - Sequential messaging



- Time, Place and Manner



Attachment: 1809 Walters - Industry Research from Applicant (6646 : An Ordinance for

Another Key Consideration: *Where* EMCs Are Allowed

- Restrictions are almost always based on ‘That One Sign’ concerns
- Consider the zoning district:
  - What EMC regulation will change based on district (are they allowed at all, size, use)?
  - Will the sign be across from or adjacent to residential areas?
- If brightness is *properly* regulated, digital can be within a few hundred feet of residential with no ‘dancing lights’

Attachment: 1809 Walters - Industry Research from Applicant (6646 : An Ordinance for

Proximity to Residential Zones



- This example: 200’ to nearest residential lot, 150’ to adjacent lot

Attachment: 1809 Walters - Industry Research from Applicant (6646 : An Ordinance for

General Considerations

- **The community must engage businesses and users as much as residents.**
- **Education and visualization is key for community education on EMCs.**
  - Utilize images and videos (good and bad)
  - Use local or regional examples as much as possible
  - Have information on the various studies on safety
  - Economic studies / impacts of regulation

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Initiating Change

- **A business may be the one to get the ball rolling**
- **Take a proactive approach**
  - Meet with businesses and sign representatives
  - Find out what are the issues (brightness, timing, appearance, etc.?)
  - Offer to facilitate an educational meeting with the elected and planning officials and/or the public
  - Important to engage a stakeholders group on sign changes

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Planning and Zoning Considerations

- **Education and illustration**
  - Easiest way to dispel most EMC misunderstandings and engage the public
  - Use videos and illustrations as much as possible
- **Understand the issues**
  - Focus on the sticking points for EMCs
  - Most likely related to the issues discussed today
- **Consider the zoning district:**
  - What EMC regulation will change based on district?
  - Context

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Planning and Zoning Considerations

- **Do not suggest copying legislation outright**
  - Every community is different – cannot copy and paste
- **Model regulations are available**
  - While a community should not copy outright, they are full of useful definitions and guidance for drafting new regulations
- **Recommend special administration options**
  - Prior to permit issuance signed affidavit

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Planning and Zoning Considerations

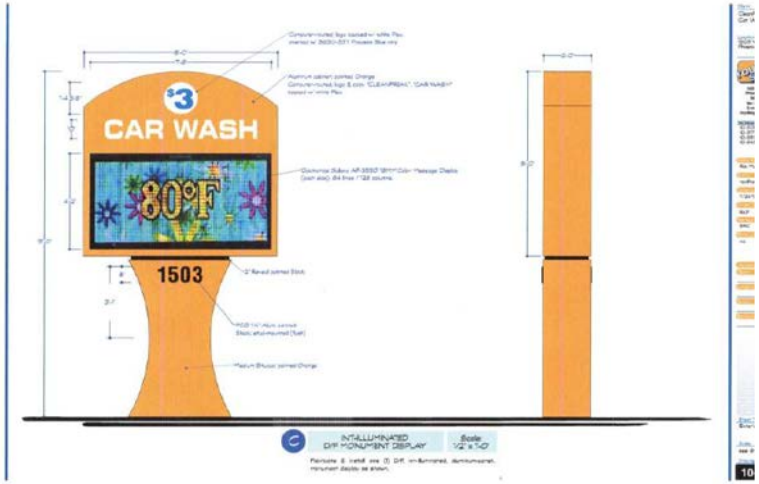
- **Avoid color-based or text-based regulations**
  - Could be 1st Amendment/Reed issues related to content neutrality
  - Lanham Act/Trademark infringement issues

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Planning and Zoning Considerations

Test your regulations

- Sometimes the best intentions do not work out when put together in ordinance language.
- Work with a local sign company to test the regulations



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Finding Common Ground

- *Understanding the Impact on Digital Sign Users*

Economic Impacts of LED Signs



Understanding The Economic Value of On-Premise Signs

Presented at National Signage Research and Education Conference (NSREC) – October, 2012

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Economic Impacts of LED Signs

UNIVERSITY OF Cincinnati

Chuck Anderson

BlueOval Certified

FORD MERCURY



- Car dealer outside of Kansas City
- Added EMC March, 2011
- Goals:
  - Increase auto sales, and increase service work
  - Enhance dealership's reputation in the community
- Signage strategy:
  - 70% advertising for new car sales and service
  - 30% civic event promotion
- Economic Impact:
  - 30% increase in auto sales
  - 80% increase in service work

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Impact on Multi-Tenant Retail





- Gives better visibility to *all* tenants.
- Makes sign easier to read
- Makes shopping center retail space more marketable.

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The Impact of EMCs: City of Centennial, CO



The city of Centennial, CO began to allow digital signs in 2011. Learn of their experience in a video you can find at www.signs.org/planners.

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Community-at-Large Benefits

1. They increase sales tax revenue.
2. They reduce blight by making businesses more viable.
3. They can reduce sign clutter.



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Community-at-Large Benefits



1. They increase sales tax revenue.
2. They reduce blight by making businesses more viable.
3. They can reduce sign clutter.
4. They make unreadable signs readable.
5. They almost always look better than static readerboards.



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Community-at-Large Benefits



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Community-at-Large Benefits





1. They increase sales tax revenue.
2. They reduce blight by making businesses more viable.
3. They can reduce sign clutter.
4. They make unreadable signs readable.
5. They almost always look better than static readerboards.
6. They can communicate Public Service Announcements (PSA's).
7. They can be a symbol of community vitality.

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Questions?

Contact:

Mike Freeborg
Prismview
(303) 748-6712
mfreeborg@prismview.com

James Carpenter, AICP
International Sign Association (ISA)
(480) 773-3756
James.carpentier@signs.org

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USSC **FOUNDATION**

On-Premise Electronic Message Center (EMC) Lighting Levels Phase 1 Phase 2

USSCF ON-PREMISE SIGNS / RESEARCH CONCLUSIONS

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PHASE 1: On-Premise Electronic Message Center (EMC) Nighttime Dimming Research Review and State of the Practice Industry Survey

A Research Project Of The
UNITED STATES SIGN COUNCIL FOUNDATION

By
Phillip M. Garvey

The Thomas D. Larson
Pennsylvania Transportation Institute
Pennsylvania State University

Funded by research grants provided by
The United States Sign Council Foundation Inc.
211 Radcliffe Street, Bristol, PA 19007
215-785-1922 / Fax: 215-788-8395

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Table of Contents

Page

Background and Objectives 1

Sign Association Knowledge and Research Literature Review **2**

Overview *2*

Lighting Levels for Highway Signs *2*

Sign Associations: The USSC, ISA, and OAAA *2*

Analysis *4*

NEMA Standards for EMC *5*

Measurement Area *5*

Lighting Levels *5*

ILE Guidelines *6*

IESNA Guidelines and Recommended Practices *6*

Recent Research Documents *7*

Summary *10*

EMC Industry Survey **10**

Conclusions **12**

References **13**

Appendix A: State of the Practice Survey Instrument (Phone interview version) ... **15**

Appendix B: State of the Practice Survey Instrument (Email-version) **17**

Appendix C: Survey Participants **19**

Appendix D: Summary of Survey Responses **20**

Appendix E: Electro-matic Detailed Dimming Response **27**

Attachment: 1809 Walters - Industry Research from Applicant (6646 : An Ordinance for Text Amendment for 1809 Walters for St. Norbert's

Background and Objectives

If an on-premise electronic message center (EMC) is not set at the appropriate light level for the given ambient brightness (i.e., the level of light around the sign), it will either be too dim, in which case it will not be optimally detectable or legible, or it will be too bright, reducing sign legibility because of overglow or blooming of the sign copy. The goal of this research was to develop appropriate EMC brightness and nighttime lighting level standards through a literature review of existing research and standards and a survey of the EMC industry.

Virtually all on-premise exterior EMC signs being installed today use light-emitting diodes (LEDs) as the source of illumination. LEDs are the current industry standard for the illumination of EMC signs, and it is likely that this will remain so until another technology is perfected that is tolerant to outdoor environmental conditions, sufficiently bright, and cost effective. The research reported here deals only with LED EMC applications, and only those LED EMCs used for on-premise signing; this publication does not deal with so-called “digital billboards” (i.e., off-premise or outdoor advertising EMCs). On-premise signage is an integral part of the wayfinding system that motorists use to safely navigate roadways (Kuhn et al., 1997), while billboards or off-premise signs are predominantly intended to advertise products or services.

The main objective of this research, hereinafter referred to as Phase 1 research, was to determine appropriate EMC brightness as a function of ambient light level (associated with either daytime and nighttime conditions), with particular emphasis on ensuring that these signs are bright enough in daylight and sufficiently dimmed at night and under dark daytime condition to optimize sign visibility. A related objective was to determine the metrics, methods, and procedures to be used to describe EMC lighting levels. To accomplish this, a review of the knowledge base maintained by the United States Sign Council (USSC) and the International Sign Association (ISA) was conducted, along with a review of recent research literature on modern (i.e., LED) EMC lighting levels, and a state-of-the-practice EMC industry survey.

The intended result of this research was an on-premise EMC brightness and nighttime lighting level standard, based on solid science and human factors engineering that would ultimately be incorporated into every EMC manufactured by reputable U.S. manufacturers, and written into local U.S. sign codes. However, as will become apparent, the research findings were not strong enough to support the development of standards that would optimize EMC lighting levels. The result of this report, therefore, includes a detailed proposal to conduct the additional research necessary to develop these standards.

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Sign Association Knowledge and Research Literature Review

Overview

This section consists of a review of research and information related to on-premise EMC sign lighting level adjustment that has been created or funded by the two major U.S. sign associations, the United States Sign Council and the International Sign Association, along with the results of a literature review of recent research on current, modern EMC lighting. The latter includes any existing recommendations or proposed standards for on-premise EMC brightness. The reviews focused on three main questions:

1. How are EMC lighting levels best measured and reported?
2. What is the appropriate EMC brightness, given the ambient light level?
3. How much does an EMC need to be "dimmed," or the lighting level adjusted at night?

Lighting Levels for Highway Signs

Changeable message signs (CMS, the highway traffic control device equivalent of EMCs) are required by the Federal Highway Administration (FHWA)'s *Manual on Uniform Traffic Control Devices* to "automatically adjust their brightness under varying [ambient] light conditions" (USDOT, 2009). Two studies of CMS legibility for the FHWA (Dudek, 1991; Garvey and Mace, 1996) made precise photometric recommendations for dimming these signs based on human factors research. Garvey and Mace established a nighttime sign luminance of 30 cd/m^2 (also known as "nits") and 1,000 cd/m^2 for bright daytime viewing, while Dudek's nighttime luminance recommendations ranged from 30 to 230 cd/m^2. However, while these older studies provide useful brightness benchmarks and research methods for the development of appropriate CMS luminance levels, any modern standards for on-premise EMCs will have to be developed using current commercial sign technologies. Unfortunately, to date there have been very few published studies that have looked at this issue.

Sign Associations: The USSC, ISA, and OAAA

The United States Sign Council Foundation (USSCF), the International Sign Association, and the Outdoor Advertising Association of America (OAAA) have independently sponsored research to evaluate the brightness levels of commercial signs. The USSCF has mainly focused on the effects of sign lighting on traditional (i.e., non-EMC) on-premise sign visibility and safety. Most notable was a study to assess the possible impact of on-premise commercial sign lighting on light trespass and glare (Garvey, 2005), and its series of studies conducted by Penn State to compare various lighting technologies (Kuhn et al., 1999), compare the visibility of internally versus externally illuminated signs (Garvey et al., 2004; Garvey et al., 2010), and establish optimal nighttime brightness levels for internally illuminated signs (Garvey et al., 2008). In the 2008 study, the optimum average level of black-on-white sign brightness was 660 cd/m^2

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and in the 2010 study, an internally illuminated black-on-white sign set at about the same luminance levels (700 cd/m^2) outperformed an identical externally illuminated sign.

The USSC's first venture into sponsoring EMC research was a literature review (Garvey and Pietrucha, 2005). While this report addressed numerous EMC issues, including color, size, dynamic display, font, safety, and research needs, it only briefly touched on the issue of EMC brightness and nighttime dimming. The two critical statements these researchers made related to this issue were:

1. "Some manufacturers recommend a 50 percent voltage reduction from daytime to nighttime conditions, while others suggest that at night signs should be dimmed to 20 percent of daytime brightness."
2. "The European highway community has been attempting to derive standard optical test methods for CMS for decades, but they have been slowed down by, among other factors, rapidly changing technology. Currently, there are no photometric standards to specify what aspect of the sign should be measured."

The ISA recently sponsored a research project aimed at developing EMC brightness and measurement standards for on-premise sign use (Lewin, 2009). The same researchers conducted a related project for the OAAA for outdoor advertising signs (reported in Lewin, 2008). The ISA technical report (Lewin, 2009) is summarized as a document on the ISA website titled: *ISA Electronic Message Display Brightness Guide*. This document makes the following statements:

1. "Dr. Lewin recommended the development of brightness criteria based on the Illuminating Engineering Society's (IES) well-established standards pertaining to light trespass."
2. "Footcandle [fc] measurements are taken with the sign displaying all white (maximum brightness) and then taken again with the sign switched off."
3. "If the difference is less than or equal to the Eye Illuminance Limit for the particular lighting zone where the display is located, then the display conforms to an appropriate brightness level."

An EMC illuminance of 0.3 fc (3.23 lx) was established. By knowing the measurement distance and the sign area, this can then be converted to EMC luminance (i.e., cd/m^2 or "nits"). Table 1 displays the distances that Lewin recommended for taking the illuminance reading of various size billboards (this is not for on-premise signs), and the resultant luminance standards. On average, the established illuminance level converts to approximately 300 cd/m^2 for all billboard sign sizes (Lewin, 2008). For on-premise signs, Lewin recommended three luminance levels depending on ambient lighting: 108 cd/m^2 for IES Lighting Zone 2; 323 cd/m^2 for Zone 3; and 861 cd/m^2 for Zone 4 (Lewin, 2009). Lewin, however, goes on to state: "*Before adoption of these values, Lighting Sciences Inc. advises that field evaluations of EMC signs should be conducted to verify that such levels produce the desired attention-gathering legibility and public acceptance*" [original italics].

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Table 1. Recommended illuminance measurement distances and proposed luminance standards for various size billboards.

Billboard Size	Billboard Dimensions (ft)	Measurement Distance (ft)	Luminance cd/m^2
Small	11 x 22	150	300
Medium	10.5 x 36	200	342
Large	14 x 48	250	300
Very Large	20 x 60	350	330

Analysis

While Lewin states that EMC nighttime dimming has to allow for "adequate brightness for clear visibility," the basic premise behind his recommendations to both the OAAA and the ISA is that EMCs should not exceed the illuminance levels set in place by the IES to control for light trespass, even though, as Lewin wrote, "Digital signs are not the form of lighting that [the Illuminating Engineering Society of North America, IESNA's] TM-11-00 was developed to address. In fact, digital signs are specifically intended to be seen over a wide area, much of which may be remote from the sign itself" (Lewin, 2009). Lewin himself conducted no objective visibility studies to ensure that the recommended levels resulted in "adequate brightness for clear visibility," stating only: *"By experience and through field evaluation* [by Dr. Lewin's and ISA's staff members]*, luminance levels of this order have been found to produce highly acceptable legibility, conspicuity and visibility, while avoiding over-brightness"* (Lewin, 2009) [original italics].

Furthermore, the selection of an illuminance (fc) metric to define appropriate sign lighting level is a questionable decision. While it is true that illuminance meters are a good deal less expensive than luminance meters, the latter have several advantages over the former:

1. Luminance is independent of sign size and viewing distance, so, unlike with illuminance, it would not be necessary to know the sign area or establish "somewhat arbitrary" measurement distances (Lewin, 2009) when taking field measurements.
2. Luminance, not illuminance, is the photometric equivalent of brightness and therefore is the metric associated with sign visibility.
3. Luminance meters are not affected by changing ambient light such as vehicle headlamps, while illuminance meters are.
4. Depending on the level of ambient light, illuminance meters may not be sensitive enough to distinguish between measurements taken with the "sign on" and the "sign off."
5. Luminance is the standard used by EMC manufacturers in specifying sign lighting levels.
6. Both IESNA and the International Commission on Illumination (Commission internationale de l'éclairage, or CIE) specify road sign lighting in terms of luminance values (Wachtel, 2009).
7. According to 3M: "luminance is the best measure available to judge relative sign brightness" (from Wachtel, 2009).

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NEMA Standards for EMC

In 2005, the National Electrical Manufacturers Association (NEMA) Standards Publication TS-2005, "Hardware Standards for Dynamic Message Signs (DMS) with NTCIP Requirements," was published (NEMA, 2005). This document provides consensus standards for the luminance of DMS and their measurement that are consistent with the techniques and findings of earlier FHWA research conducted on CMS (Garvey and Mace, 1996) and are the standards used by the FHWA for highway CMS. While designed for highway signs, they can be applied to on-premise EMCs (not all EMC applications are "commercial"—many are at schools, municipalities, hospitals, etc.).

Measurement Area

When taking a luminance reading of a sign, "the whole of the optical test area must be fully populated with elements, must be a minimum size of 100 x 100 mm, and must contain at least 5x5 = 25 elements" (NEMA, 2005). This is illustrated in Figure 1.

Lighting Levels

The standard states that DMS "shall control pixel illumination with an automatic dimming system. The system shall adjust the light output to predefined brightness levels in accordance with ambient light conditions." Tables 2 and 3 contain NEMA's minimum and maximum sign luminance values for light-emitting signs (e.g., LEDs) as a function of ambient illumination from bright daylight (40,000 lx) to nighttime (less than 4 lx). Table 2 shows this for signs set on all white, and Table 3 shows these values for monochromatic "red" signs.

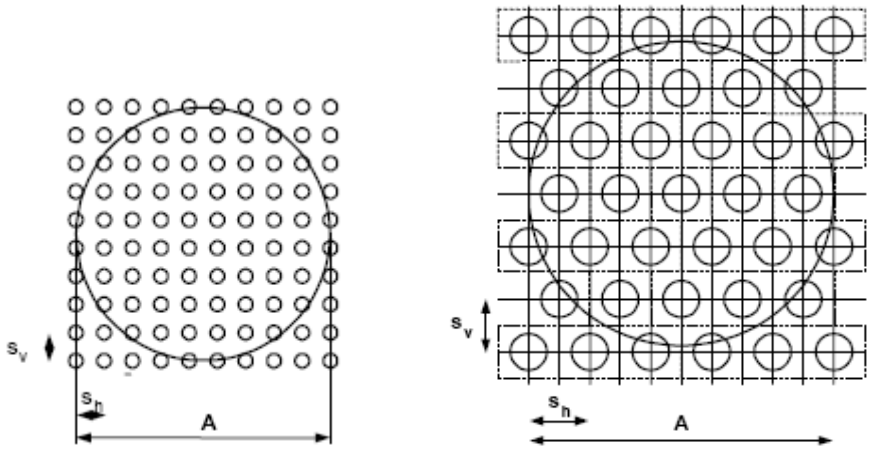


Figure 1. Positioning of the test area for EMC luminance measurement (NEMA, 2005)

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Table 2. Recommended sign luminance (cd/m^2) as a function of ambient illuminance (lx) for white EMC (NEMA, 2005).

Sign Illuminance (lx)	Recommended Sign Luminance (cd/m^2)	
	Minimum	Maximum
40,000 (bright daylight)	12,400	62,000
4,000	2,200	11,000
400	600	3,000
40	250	1,250
Less than 4 (nighttime)	75	375

Table 3. Recommended sign luminance (cd/m^2) as a function of ambient illuminance (lx) for monochromatic red EMC (NEMA, 2005).

Sign Illuminance (lx)	Recommended Sign Luminance (cd/m^2)	
	Minimum	Maximum
40,000 (bright daylight)	3,100	15,500
4,000	550	2,750
400	150	750
40	63	313
Less than 4 (nighttime)	19	94

ILE Guidelines

While not specifically addressing EMCs, the Institution of Lighting Engineers (ILE) published guidelines for "establishing suitable levels for illuminated advertisements" and field measurement procedures to ensure that the signs comply with the established sign luminance guidelines (ILE, 2001). The measurement procedure specifies using a luminance meter with a 1.0-degree aperture, taking the readings at night, and ideally at right angles to the sign face and "a distance appropriate to the measuring field." The recommended maximum luminance levels were not based on sign visibility, but rather (like Lewin's research) on environmental zones and sign size. The goal was to establish an "acceptable degree of subjective brightness" that "can be achieved without detrimental effects to amenity and public safety." Smaller signs (up to 10 m^2) are allowed luminance levels of 100, 600, 800, and 1,000 cd/m^2 for zones 1-4 respectively and larger signs 300, 600, and 600 cd/m^2 for zones 2-4 (assuming that no larger signs would be allowed in zone 1).

IESNA Guidelines and Recommended Practices

In the 1990s and early 2000s, IESNA published a number of guidelines and recommended practices for sign lighting (IESNA, 2001) and its measurement (IESNA, 1998), including commercial signs (IESNA, 1993). Unfortunately, these documents are not applicable to the establishment of modern EMC daytime lighting levels, nighttime dimming, or photometric measurement.

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Recent Research Documents

Rensselaer Polytechnic Institute's Lighting Research Center was hired by NYSDOT to measure the luminance of standard static billboards (RPI, 2008). The purpose of this was to establish baseline maximum luminance levels that could then be applied to electronic billboards. The results were daytime and nighttime luminance maximums of 5,000 and 280 cd/m^2, respectively. In the process, RPI also established measurement techniques that could be used on both static and electronic billboards. These are very similar to those recommended by NEMA (2005) and ILE (2001):

- Take measurements at right angles to the sign.
- Luminance meter should have 1 degree or smaller aperture.
- Measure from approximately 50 ft from the sign (a 1-degree aperture will capture a 10-inch-diameter portion of the sign at this distance).
- Take measurement while the sign display is "white."

In 2009, Australia's Queensland Government published a guidance document for "roadside advertising" (Queensland Government, 2009). Although the document specifically stated: "Guidelines for the management of Category 1 electronic billboard Advertising Devices are currently under development," it did establish maximum nighttime luminance levels for illuminated advertising in general. The authors note: "The maximum luminance levels … were determined following field investigations." The maximums were again based on environment zones, with maximum sign luminance in zone 1 = 500 cd/m^2; zone 2 = 350 cd/m^2; and zone 3 = 300 cd/m^2. (They define "environment zones" in the reverse order of the IES and ILE, with zone 3 being low levels of ambient light and zone 1 being high.) The luminance measuring methodology is close to that recommended by RPI and others; however, because it was developed for static billboards, it is not reproduced in this document.

Jerry Wachtel (2011) published a paper that addressed digital billboards (DBBs) and traffic safety. Wachtel discussed the automatic "moth effect" related to the attraction of the human eye to bright lights, and the placement of billboards where they will attract the greatest driver attention (e.g., intersections, horizontal curves, etc). Wachtel also discussed possible increased distraction related to more advanced DBB technology available now, or on the horizon, including: personalized messages, interactive displays, facial recognition, and automatic license plate recognition. He also provides recommendations on how to design and place DBBs so they will be minimally distracting to drivers. These are:

1. *Control the Lighting* – The author recommended "adopting a measurement protocol and setting an upper luminance."
2. *Lengthen Dwell Time* – The author recommended ensuring "that no motorist will see more than one message change."
3. *Keep it Simple* – The author recommended ensuring "minimum standards of legibility" and reducing complexity of the message.
4. *Prohibit Message Sequencing* on a single sign, or an array of signs.

Wachtel (2009) conducted a literature review to provide "readily usable guidelines…related to the safety aspects of digital display technology for outdoor advertising signs." The bulk of this 194-page document deals with topics and research already covered in Wachtel's 2011 report discussed above.

While in its scope this report was limited to off-premise applications where the recommendations "are those that (a) have worked elsewhere, and (b) are based on sound research or science," it also contains a section devoted to the use of on-premise EMCs in which Wachtel goes beyond the project's scope to speculate, "From the traffic safety perspective, it is possible that the risk of driver inattention and distraction is higher for some on-premise signs than for some DBBs, because on-premise signs may be larger and closer to the road, mounted at elevations closer to the approaching driver's eye level, and placed at angles that may require excessive head movements. In addition, many such signs may display animation, full motion video, sound, and other stimuli." He then goes into detail about keeping on-premise EMCs out of the right-of-way and recommends that agencies might want to consider "restrictions for on-premise sign operations at least as rigorous as those for billboards, as well as restrictions on size, height, proximity to the right-of-way, and angular placement with regard to the oncoming driver's line of sight. … In addition, consideration must also be given to such signs' capacity for animation, flashing lights or other special effects, and full motion video."

In a study funded by The Signage Foundation, researchers (Hawkins et al., 2013) collected sign, crash, and roadway data on 135 digital on-premise sign locations in California, North Carolina, Ohio, and Washington, and conducted a statistical analysis of these signs and traffic safety. Using the Empirical Bayes statistical analysis method, they looked at the change in crashes before and after the signs were installed. The results: "for the 135 sites included in the analysis, there was no statistically significant change in crashes due to the installation of on-premise digital signs." The researchers concluded that "The results of this study provide scientifically based data that indicate that the installation of digital on-premise signs does not lead to a statistically significant increase in crashes on major roads."

This report was reviewed by Paul Jovanis, who was at the time a professor of civil and environmental engineering at Penn State, the director of the Transportation Operations Program at Penn State's Larson Transportation Institute, and an expert in statistical crash analysis. This is Jovanis's report: "The third author, Dominique Lord is an outstanding guy in the field; he certainly knows the method. ... I have one problem with the paper. I am not sure about the adjustments he made to the "after" estimates. Those may not be correct and we did not do those adjustments in our OAAA study (Jovanis, 2010). Lastly, I am a little concerned about the statement in the conclusions, as it is not strictly correct in statistical terms. They failed to find the effect on safety of on-premise signs; this is not the same as saying that there is no effect." Upon further reflection, Jovanis added: "It is a respectable work, similar to ours, particularly in use of EB [empirical Bayes method] for crash analysis. There were differences [between this study and Penn State's (Jovanis, 2010)]. They did not visit sites (too far away from multiple states) and did not seem as concerned about the idea of influencing zones of the signs. We spent a lot of time on these concepts. They also did not clearly identify how crashes were associated with the signs."

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In a report prepared for Sydney Australia's Austroads (Roberts et al., 2013), the authors conducted a literature review on roadside advertising (on- and off-premise) and distraction, reviewed existing guidelines, and developed guidelines for the use of roadside advertising. Special attention was paid to DBBs (off premise). The researchers found that the literature supports the idea that "motion and luminance changes in digital billboards are likely to be highly effective in capturing attention involuntarily. [And billboards in general are] likely to reduce the processing capacity available for other visual information processing required for driving." However, one simulator study they cited found that "the time taken to change lanes in response to [highway] signs…was delayed by the presence of billboards, although not to a greater extent for changeable digital billboards."

For DBBs not to divert drivers' attention involuntarily, the authors suggested the following steps be taken:

- *Movement: "*Digital billboards should not display moving or flashing images (or lighting) or change in a way that produces an impression of movement."
- *Dwell Time: "*The length of time for which an image is displayed should be as long as possible to reduce the frequency of those sudden environmental changes…"
- *Transition Time:* "Transition time between images should be instantaneous…"
- *Luminance:* "Digital signs should have luminance levels no greater than any other sign and preferably lower than non-changeable signs.
- *Content*: Emotional content and "content that mimics the content of traffic signs would also be undesirable."

In an exploratory research study conducted at Penn State for the Outdoor Advertising Association of America, Jovanis (2010) conducted Empirical Bayes crash analysis at 23 DBB locations in Reading, PA, wherein the number of crashes at sites with EBBs were compared to crashes before the signs were installed. The results as described by the author are as follows: "The EB method showed that 18 sites could not be differentiated from the average crash frequency while 5 sites were significantly above the average. Analysis of the five problematic sites indicates that they had a high average crash frequency even before the signs were implemented. The implication is that the five problematic sites are inappropriately described within the EB model; additional data are needed in order for the comparison of the five sites to the average to be valid." Jovanis recommended a Phase 2, full-scale study, but that has yet to be funded.

Dikic and his colleagues (2012), funded by the Swedish Transportation Administration, evaluated the effect on visual behavior and driving performance of 12 electronic billboards recently placed on a highway in Stockholm. Forty-one subjects drove an instrumented vehicle past the signs while experimenters used an eye-tracking device and measured their driving performance. The following are the results reported by the researchers: "The visual behaviour data showed that drivers had a significantly longer dwell time, a greater number of fixations and longer maximum fixation duration when driving past an electronic billboard compared to other signs on the same road stretches. No differences

were found for the factors day/night, and no effect was found for the driving behaviour data." They concluded that "Whether the electronic billboards attract too much attention and constitute a traffic safety hazard cannot be answered conclusively based on the present data."

Summary

The literature and Sign Association reviews found no consensus on any of the three main questions posed in the present study (i.e., How to measure and report EMC lighting levels; What are appropriate EMC lighting levels under various ambient light conditions; and How much nighttime EMC lighting adjustment should occur). The review did make it clear, however that luminance is a better choice than illuminance for measuring and reporting EMC lighting (e.g., there are established standards for the luminance measurement technique, and luminance is a more appropriate metric to describe sign brightness and legibility than illuminance).

With regard to sign lighting level appropriate for ambient conditions, the research found that most existing guidelines are merely an attempt to keep signs from producing unacceptable levels of light trespass, rather than attempting to do what FHWA accomplished for CMS in the 1990's, which was to optimize lighting for sign visibility. Even with those reports that spoke about maintaining lighting at appropriate levels for drivers to read the signs (e.g., NEMA), there was no empirical research reported to support their numbers.

EMC Industry Survey

Although literature reviews can uncover a good deal of useful information, to ensure that the most up-to-date procedures and practices are captured, an EMC industry state of the practice survey was also conducted. This task was accomplished through a telephone and email survey of the EMC industry's experience with adjusting sign brightness levels. The survey instruments were developed with USSC input (Appendices A and B). Information was requested from each respondent regarding their own company's standards, practices, and any in-house or contracted research they have performed related to dimming at night. The survey instrument was designed to identify how the EMC industry determines the brightness of their signs and how they modify brightness as a function of ambient illumination.

Seventeen major U.S. EMC manufacturers were identified with the assistance of the USSC (Appendix C), and contacted by phone and email. All of the contacted manufacturers produce EMC signs that exclusively use LED technology as the source of illumination. Of the 17, twelve responded to the survey, three did not respond, one was no longer in business, and one did not manufacture signs for on-premise use. The individual responses to the surveys are provided in Appendix D. The following is a summary of those responses:

- Not surprisingly, all of the manufacturer's signs were capable of changing brightness depending on the ambient lighting level.

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- Ten of the respondents stated that their signs changed lighting levels relative to the ambient lighting throughout the day and at night; one stated that it changed in a binary “day/night” fashion; and one stated that it was capable of doing both.
- Four of the respondents said their signs changed brightness “automatically” using signals sent to the sign from photo sensors on the sign face. Six respondents said they can either be set to change automatically using photo sensors, or manually, and one said they could be changed automatically, manually, or using a timer. The day/night, binary sign changed automatically using an astronomical clock.
- Of the eleven that changed brightness throughout the day based on ambient light, all of them said the sign used an equation or algorithm to do so.
- None of the respondents were willing or able to provide their algorithm or equation. Four respondents stated that their algorithm was proprietary and confidential, four did not know what the algorithm was, two said that it was based on various levels of dimming, and one provided tables (Appendix E).
- When asked how these algorithms were developed, four didn’t know, three said that this was proprietary and confidential information, and the rest stated that it was the result of a combination of undocumented research, in-house studies, standards, field tests, customer feedback, industry recommended practice, and LED manufacturer specifications.
- When asked how they measured sign brightness, most (seven) of the respondents said that all the LEDs were turned on and that luminance measurements were taken with the sign displaying a blank white field. This was referred to as the “standard bench test for EMC signs” because it put all signs on a level playing field. Of those who did not report using this method, four were non-responsive and one said they lit 75 to 80 percent of the LEDs and measured various colors.
- Most respondents did not indicate what their maximum sign luminance was; of the three who did, the range in maximum luminance for full-color signs was from 7,500 to 15,000 cd/m^2.
- For the ten respondents who reported a recommended daytime sign luminance, the levels were: 3,200; 5,000; 5,000; 5,500; 6,500; 6,500; 7,000; 7,000; 8,000; 15,000 cd/m^2.
- For the five respondents who reported a single recommended nighttime sign luminance, the levels were: 500; 750; 1,200; 1,625; and 1,875 cd/m^2. Two respondents gave ranges depending on ambient nighttime lighting: 3,000-5,000 and 108-861 cd/m^2; three did not respond and three said simply that the nighttime luminance level was “variable.”
- Only one respondent indicated that they used different nighttime dimming levels for off-premise versus on-premise EMCs. That respondent used a lower number for the former.

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As with the literature and sign association reviews, the state of the practice survey did not result in a consensus of EMC lighting measurement techniques or lighting levels for various ambient conditions. While the manufacturers were on the whole very cooperative and extremely knowledgeable, one of the problems with the state-of-the-practice survey responses was the general inability and/or unwillingness to provide specific information on: (1) their sign measurement procedures, (2) their sign lighting adjustment algorithms/equations, and 3) the data behind those equations. However, while the general measurement procedures that most of the manufacturers reported using seem somewhat standard (e.g., luminance readings of white signs), the wide range in recommended daytime and nighttime luminance levels clearly show that there is no industry-wide agreement in EMC lighting levels.

Conclusions

The findings from the literature review and state-of-the-practice survey do not support specific recommendations for on-premise EMC lighting levels or measurement techniques, and therefore it is not possible at this point to begin the development of standards language for the lighting level adjustment or measurement of on-premise EMCs. Consequently, as stated at the beginning of this report, a research proposal to conduct the scientific work necessary to develop these standards was developed, and the research has been conducted. The details of the research approach and results are documented later in this publication.

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Appendix A: State of the Practice Survey Instrument (Phone interview version)

USSC/Penn State On-Premise Electronic Message Center Brightness and Dimming Survey (Phone Interview Version)

Hi, my name is Philip Garvey; I'm a researcher at Penn State doing a survey for the United States Sign Council on EMC sign brightness and dimming. I was wondering if you wouldn't mind answering a couple of quick questions. Thank you.

1. Are your outdoor EMCs that are used as On-Premise signs capable of changing brightness depending on how bright it is outside? For example daytime vs. nighttime.

If yes to question 1

2. Is there just a "day/night" switch or do they change relative to the daytime brightness, like are they brighter on a sunny day than a cloudy day?

3. Do they change automatically or manually? [ask how this is done]

If Day/Night only

4. What is the daytime brightness?

5. What is the nighttime brightness?

6. How were these numbers selected?

7. How are they measured?

8. Is this the same for all your sign models?

If they change relative to daytime brightness

4. How does the sign know what brightness to use for a given sky brightness? Is there some kind of equation or algorithm?

5. How were these numbers/algorithm selected?

6. How are they measured?

7. Is this the same for all your sign models?

If "no" to question 1

2. What is the brightness level of your sign?

3. How was this number selected?

4. How is this measured?

5. Is this the same for all your sign models?

Attachment: 1809 Walters - Industry Research from Applicant (6646 : An Ordinance for Text Amendment for 1809 Walters for St. Norbert's

Follow-up Question:

Are your signs also used as billboards and if so do you light them differently?

Attachment: 1809 Walters - Industry Research from Applicant (6646 : An Ordinance for Text Amendment for 1809 Walters for St. Norbert's

Appendix B: State of the Practice Survey Instrument (Email-version)

USSC/Penn State On-Premise Electronic Message Center Brightness and Dimming Survey (email version)

1. Are your outdoor EMCs that are used as On-Premise signs capable of changing brightness depending on how bright it is outside? For example daytime vs. nighttime.

If yes to question 1

2. Is there just a “day/night” switch or do they change relative to the daytime brightness, like are they brighter on a sunny day than a cloudy day?

3. Do they change automatically or manually or both; and how is this done?

If Day/Night only

4. What is the daytime brightness (in nits)?

5. What is the nighttime brightness?

6. How were these numbers selected (research, in house testing, etc)?

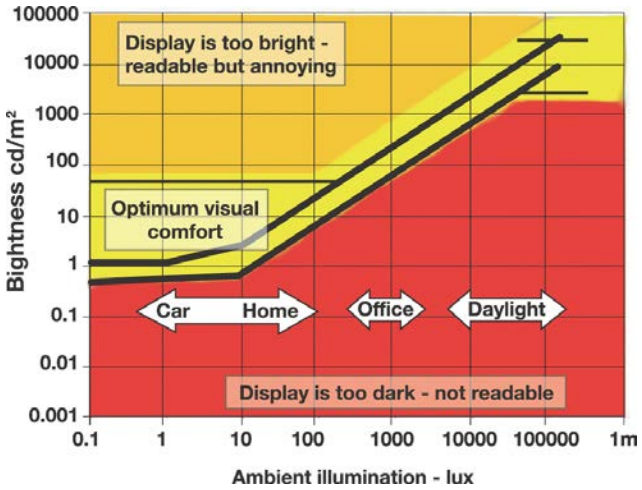
7. How are the signs measured?

8. Is the brightness the same for all your sign models?

If they change relative to daytime brightness:

4. How does the sign know what brightness to use for a given sky brightness? Is there some kind of equation or algorithm or curve?

5. Below is a graph for laptop screen brightness, do you have a similar graph that you could provide that shows brightness of your signs as a function of ambient illumination?



6. How were these numbers/algorithm/curve selected?

Attachment: 1809 Walters - Industry Research from Applicant (6646 : An Ordinance for Text Amendment for 1809 Walters for St. Norbert's

7. How are the signs measured?
8. Is this algorithm the same for all your sign models?
9. What are the brightest and dimmest settings (in nits if possible)?

If “no” to question 1

2. What is the brightness level of your sign?
3. How was this number selected?
4. How is this measured?
5. Is this the same for all your sign models?

Follow-up Question:

Are your signs also used as billboards and if so do you light them differently?

Attachment: 1809 Walters - Industry Research from Applicant (6646 : An Ordinance for Text Amendment for 1809 Walters for St. Norbert's

Appendix C: Survey Participants

Companies identified by the USSC for inclusion in the state of the practice EMC manufacturer/distributer survey. (Green highlight are those who responded; red for those who no longer exist or do not make on-premise signs; yellow for those who would not respond to the survey after numerous phone calls and emails):

1. Adaptive Displays
2. Barco
3. D3LED
4. Daktronics
5. Data-Tronic Control
6. Electro-matic
7. Grandwell Industries
8. Hi-Tech Electronic Displays
9. McKay Data Systems
10. Sign Co E.D.S. (formerly, Electronic Display Systems)
11. SmartLite Communications
12. Survey Technology Inc. (a.k.a., Agile Displays)
13. Watchfire (formerly, Time-O-Matic)
14. Wagner Zip Change
15. YESCO
16. OPTEC DISPLAYS INC.
17. Trans-Lux

Attachment: 1809 Walters - Industry Research from Applicant (6646 : An Ordinance for Text Amendment for 1809 Walters for St. Norbert's

Appendix D: Summary of Survey Responses

See the Survey Charts on Pages 21-26

Attachment: 1809 Walters - Industry Research from Applicant (6646 : An Ordinance for Text Amendment for 1809 Walters for St. Norbert's

Question	Adaptive Displays	Daktronics	Electro-matic (Makes what Wagner sells)	Wagner Zip Change (Sells what Electro-matic makes)	Grandwell Industries	Hi-Tech	Optec Displays
Are your outdoor EMCs that are used as On-Premise signs capable of changing brightness depending on how bright it is outside?	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Is there just a “day/night” switch or do they change relative to the daytime brightness?	Relative	Relative	Both	Relative	Relative	Relative	Relative
Do they change automatically or manually?	Automatic	Both	Both	Both	Automatic	Both or Timed	Both
If they change relative to daytime brightness							
How does the sign know what brightness to use for a given sky brightness? Is there some kind of equation or algorithm?	Yes	Yes	Yes	Yes	Yes	Yes	Yes
What is the algorithm?	Didn't know.	Proprietary	See supplementary tables	128 levels of dimming	Didn't know	Proprietary	Proprietary
How were these numbers/algorithm selected?	Research	In house studies/ research/ standards	Field tests and customer feedback	Didn't know	Didn't know	Proprietary	Didn't know
How are they measured?	Digitally	All white		White sign	75-80% of the sign lit using various colors	White	Lab: White sign; Field: Brightest part of sign
Is this the same for all your sign models?	No	Differ between full color and monochrome			No	Proprietary	

Question	Adaptive Displays	Daktronics	Electro-matic (Makes what Wagner sells)	Wagner Zip Change (Sells what Electro-matic makes)	Grandwell Industries	Hi-Tech	Optec Displays
What is the maximum brightness? In cd/m^2			Monocrome: 1,000; Color: 15,000		8-12,000		
What is the daytime brightness? In cd/m^2	6,500	Regulatory Standard RGB - 5,000	90-100% of max	5,000	Minimum: 3,200-3,600	5500 minimum	6,500
What is the nighttime brightness? In cd/m^2	Variable	Regulatory Standard RGB - 500	12.5% of max (1,875)		1,200	Variable	20-30% of daytime
Are your signs also used as billboards and if so do you light them differently?	No difference	No difference	No difference			No difference	Lower lum for Billboards

Packet Pg. 373

Attachment: 1809 Walters - Industry Research from Applicant (6646 : An Ordinance for Text Amendment for 1809 Walters for St. Norbert's

9.N.e

Question	Sign Co E.D.S. (Electronic Display Systems)	Solar Technology (Agile Displays or Dynamic Sign Marketing)	Trans-Lux	Watchfire (Time-O-Matic)	YESCO
Are your outdoor EMCs that are used as On-Premise signs capable of changing brightness depending on how bright it is outside?	Yes	Yes	Yes	Yes	Yes
Is there just a “day/night” switch or do they change relative to the daytime brightness?	Relative	Relative	Relative	Day/Night	Relative
Do they change automatically or manually?	Automatic	Automatic	Both	Automatic Astronomical	Both
If they change relative to daytime brightness					
How does the sign know what brightness to use for a given sky brightness? Is there some kind of equation or algorithm?	Yes	Yes	Yes	N/A	Yes
What is the algorithm?	256 levels of dimming	Proprietary	Didn't know	N/A	Proprietary
How were these numbers/algorithm selected?	Didn't know	Proprietary	Based on provided specs from LED manufacturer	In house testing, customer feedback, industry recommended	Proprietary
How are they measured?	White sign	In nits		Luminance Meter with sign "White"	White sign
Is this the same for all your sign models?		Yes	No		Yes

Question	Sign Co E.D.S. (Electronic Display Systems)	Solar Technology (Agile Displays or Dynamic Sign Marketing)	Trans-Lux	Watchfire (Time-O-Matic)	YESCO
What is the maximum brightness? In cd/m^2			7,500		
What is the daytime brightness? In cd/m^2	8,000			7,000	7,000
What is the nighttime brightness? In cd/m^2	3,000-5,000			750	108-861 depending on ambient (4.6 to 12.3% of daytime)
Are your signs also used as billboards and if so do you light them differently?		No difference	No difference	No difference	No difference

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Question	Barco (Does not make on-premise signs)	D3LED (No Response)	Data-Tronic Control (No Response)	McKay Data Systems (No longer exists)	SmartLite Communications (No Response)
Are your outdoor EMCs that are used as On-Premise signs capable of changing brightness depending on how bright it is outside?					
Is there just a “day/night” switch or do they change relative to the daytime brightness?					
Do they change automatically or manually?					
If they change relative to daytime brightness					
How does the sign know what brightness to use for a given sky brightness? Is there some kind of equation or algorithm?					
What is the algorithm?					
How were these numbers/algorithm selected?					
How are they measured?					
Is this the same for all your sign models?					

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Question	Barco (Does not make on-premise signs)	D3LED (No Response)	Data-Tronic Control (No Response)	McKay Data Systems (No longer exists)	SmartLite Communications (No Response)
What is the maximum brightness? In cd/m^2					
What is the daytime brightness? In cd/m^2					
What is the nighttime brightness? In cd/m^2					
Are your signs also used as billboards and if so do you light them differently?					

Appendix E: Electro-matic Detailed Dimming Response

Table 1: Manual Brightness settings table with respective brightness of the LED display

Set the value in our software	Value	Brightness of sign	Notes
From 1-15	N/A	100%	This is a special function that keeps the display at full brightness intensity. The minimum brightness value of the sign is 16.
16	12.5%	12.5%	It is linear in degree of brightness from value 16 to 128
32	25.0%	25.0%	
64	50.0%	50.0%	
96	75.0%	75.0%	
128	100.0%	100.0%	

If “AUTO” is chosen, the display utilizes light sensors built into each face of the display. The sensor will automatically adjust the display on a linear basis based on the ambient light available at each face of the display. The table below details the brightness of the sign when the “AUTO” dim feature is chosen and depicts the brightness based on the prevailing weather or time of day.

Table 2: Sample for external environment and sign’s brightness.

Sample for external environment	Brightness of sign
Full darkness	12.5%
Cloudy	50-60%
Partly cloudy	70-80%
Sunshine	90-100%

We express all ratings in percentages of full brightness. This is done because if all other settings are set for maximum, then this will be the percentage of the display’s maximum. But if we have utilized the half brightness control or the system setting reduction of maximum brightness, then the percentage will be of this new maximum value.

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PHASE 2: The Development of On-Premise Electronic Message Center (EMC) Lighting Levels and Measurement Techniques

A Research Project Of The
UNITED STATES SIGN COUNCIL FOUNDATION

By
Philip M. Garvey, M. Jennifer Klena,
Wei-Yin Eie, and Martin T. Pietrucha

The Thomas D. Larson
Pennsylvania Transportation Institute
Pennsylvania State University

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215-785-1922 / Fax: 215-788-8395

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Table of Contents

Page

Background and Objectives 1

Task 1: Development of a Standard On-premise EMC Light Level Measurement **2**

Overview *2*

Procedure *3*

Results *4*

Task 2: Human Factors Study **6**

Overview *6*

Test Site and Apparatus *6*

Subjects *6*

Procedure *6*

Results *8*

Conclusions **16**

Recommendations **17**

References **18**

Appendix A – Brightness Rating Scale **19**

Attachment: 1809 Walters - Industry Research from Applicant (6646 : An Ordinance for Text Amendment for 1809 Walters for St. Norbert's

Background and Objectives

Research conducted by Penn State's Thomas D. Larson Pennsylvania Transportation Institute (Larson Institute) for the United States Sign Council Foundation (USSCF) found no consensus on lighting measurement techniques or optimal lighting levels for on-premise EMCs (electronic message centers) in either the research literature or commercial EMC industry practices, nor were any national standards for EMC lighting levels identified (Garvey, 2015). The results of that research can be summarized as follows:

1. The USSCF, the International Sign Association (ISA), the Outdoor Advertising Association of America (OAAA), the National Electrical Manufacturers Association (NEMA), Australia's Queensland Government, and New York State Department of Transportation (NYSDOT) have all independently sponsored research to evaluate the brightness levels of commercial signs.
    a. The USSCF's research, using traditionally illuminated (non-LED) signs, recommended nighttime luminance levels around 700 cd/m^2 (Garvey et al., 2008).
    b. The ISA and OAAA's research established 3.23 lx as the optimal nighttime illuminance (equivalent to about 300 cd/m^2, depending on illuminance measurement distance) for LED billboards, and for on-premise EMCs from 108 to 861 cd/m^2 depending on ambient light levels (Lewin, 2008; 2009).
    c. NEMA's minimum and maximum sign luminance values for light-emitting signs (e.g., LEDs) are also a function of ambient illumination (from bright daylight to nighttime) and range from a maximum daytime sign luminance of 62,000 cd/m^2 to maximum nighttime sign luminance of 375 cd/m^2 for full color EMCs (NEMA, 2005; 2008).
    d. The maximum nighttime luminance levels established by Australia's Queensland Government (for standard billboard signs) were based on Environment Zones as well, with maximum sign luminance in high-brightness zones set at 500 cd/m^2 and in low-brightness zones set at 300 cd/m^2 (Queensland Government, 2009).
    e. New York State DOT research, conducted by Rensselaer Polytechnic Institute's Lighting Research Center, recommended daytime and nighttime luminance maximums of 5,000 and 280 cd/m^2, respectively (RPI, 2008).

Virtually all on-premise exterior EMC signs being installed today use light-emitting diodes (LEDs) as the source of illumination. LEDs are the current industry standard for the illumination of EMCs, and it is likely that this will remain so for the near future, until another technology is perfected that is tolerant to outdoor environmental conditions, sufficiently bright, and cost effective. The research reported here deals only with LED EMC applications, and only those LED EMCs used for on-premise signing; not so-called "digital billboards" (i.e., off-premise or outdoor advertising EMCs). On-premise signage is an integral part of the wayfinding system that motorists use to safely navigate roadways (Kuhn et al., 1997), while billboards are predominantly intended to advertise products or services.

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It is clear from the findings noted above that to optimize the lighting of these signs during daytime hours and at night, EMC lighting levels must be adjusted as a function of ambient light level. Most in-use EMCs have built-in methods of automatically adjusting brightness output; however, the procedures for measuring EMC light levels and the recommended levels vary widely and are not supported by empirical, independent, human factors data. This has led to complaints of EMCs being overly bright, primarily at night.

The objective of the present research was to begin addressing this situation by developing, through original test track human factors research that heretofore had not been performed, EMC lighting levels that optimize nighttime sign lighting from the perspective of a motorist on a roadway who is viewing the EMC, and to develop a standard light level testing procedure.

Establishment of these appropriate lighting levels based on research is a critical component of achieving EMC sign visibility and legibility. If an on-premise EMC is not set at the appropriate light level for the given general ambient brightness (e.g., daytime, nighttime, dusk, or dawn), it will either be too dim, in which case it will not be optimally detectable or legible, or it will be too bright, reducing sign legibility because of overglow or blooming of the sign copy. The goal of this research was to develop appropriate EMC brightness and nighttime lighting level standards through said research.

Task 1: Development of a Standard On-premise EMC Light Level Measurement

Overview

The objective of this task was to develop a consistent, accurate, and easy-to-follow method to field-measure light levels emitted by on-premise EMCs. These measurement techniques were based on the findings of Garvey (2015), which concluded that while it is true that illuminance meters are less expensive than luminance meters, the latter have several advantages over the former:

1. Luminance is independent of sign size and viewing distance, so, unlike with illuminance, it is not necessary to know the sign area or establish “somewhat arbitrary” measurement distances (Lewin, 2009) when taking field measurements.
2. Luminance, not illuminance, is the photometric equivalent of brightness and therefore is the metric associated with sign visibility. According to the 3M Corporation: “luminance is the best measure available to judge relative sign brightness” (Wachtel, 2009).
3. Luminance meters are not influenced by changing ambient light levels such as vehicle headlamps, while illuminance meters are.
4. Depending on the level of ambient light, illuminance meters may not be sensitive enough to distinguish between measurements taken with the “sign on” and the “sign off,” which is necessary when using illuminance meters to measure sign output.

5. Luminance is the de facto standard used by EMC manufacturers in specifying sign lighting levels.
6. Both the Illuminating Engineering Society of North America (IESNA) and the International Commission on Illumination (Commission internationale de l'éclairage, or CIE) specify road sign lighting in terms of luminance values (Wachtel, 2009).

Procedure

Based on the above considerations, luminance was selected as the measurement metric. A Minolta LS-110 luminance meter was used to measure EMC luminance. NEMA (2005) recommended that when taking luminance readings of an LED sign, "the whole of the optical test area must be fully populated with elements, must be a minimum size of 100 x 100 mm, and must contain at least 5x5 = 25 elements" (NEMA, 2005, illustrated in Figure 1). This is the same technique used by Garvey and Mace (1996) for the measurement of highway Changeable Message Signs for the Federal Highway Administration and by Garvey (2005) to study the possibility of on-premise signs' impact on light pollution.

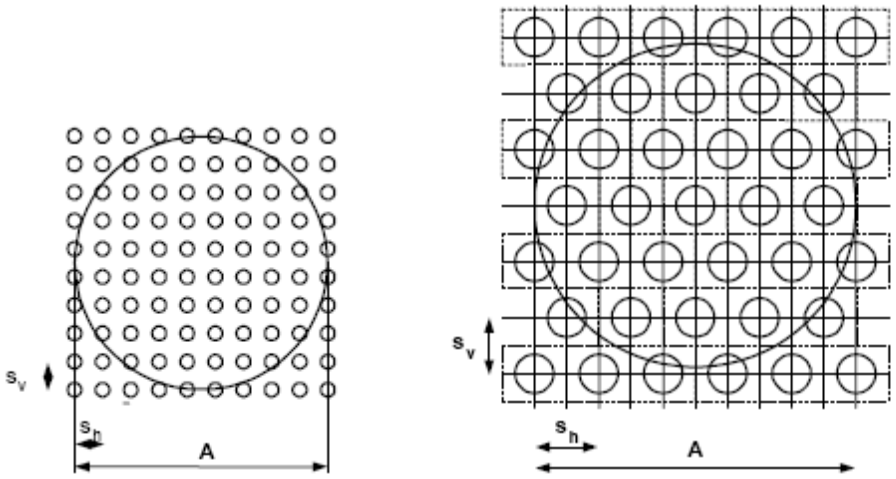


Figure 1. Positioning of the test area for EMC luminance measurement (NEMA, 2005).

With the assistance of the USSC and its members, three full-color EMCs designed for on-premise use were obtained for testing purposes, two were purchased from Innovision, and a third was donated by Daktronix (there were unresolvable technical problems with the Daktronix sign early in the research, so the results from that sign are not reported here). The two remaining signs used an RGB design to provide full-color (i.e., each "pixel" consisted of a cluster of three LEDs: one red, one green, and one blue). The signs were 54.25 inches tall by 67.00 inches wide. One sign had 16 mm inter-pixel spacing and the other 20 mm. Access to the signs' controllers allowed them to be changed to display an all-white image, recommended in several proposed light measurement methods (Garvey, 2015), and for the signs to be

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turned on and off and varied in brightness. The signs were mounted on a straight, flat section perpendicular to the roadway at the Larson Institute's full-scale test track facility (Figure 2).



Figure 2. Placement of signs at the Larson Institute's full-scale test track facility.

Results

The luminance meter was set at a distance of 360 ft in front of each sign at the height of the signs' centers and aligned with the signs. The signs were measured with all the LEDs illuminated under a "white sign" condition. All measurements were taken at night in a dark setting. Multiple luminance measurements were taken across the sign faces under various manufacturer-set, sign-brightness percentage levels ranging from 1 to 100 (Table 1).

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Table 1. Sign luminance (cd/m2) – Levels selected for testing are highlighted in yellow.

Percentage	16 mm	20 mm
100	6700	3770
95	6380	3570
90	6000	3400
85	5700	3200
80	5400	3000
75	5000	2820
70	4700	2620
65	4400	2450
60	4050	2260
55	3700	2065
50	3400	1890
45	3070	1700
40	2750	1500
35	2400	1320
30	2050	1125
25	1750	950
20	1380	760
15	1035	560
10	710	390
9	625	340
8	550	300
7	500	270
6	410	225
5	350	195
4	285	150
3	240	120
2	150	75
1	100	45

Attachment: 1809 Walters - Industry Research from Applicant (6646 : An Ordinance for Text Amendment for 1809 Walters for St. Norbert's

Task 2: Human Factors Study

Overview

The objective of this study was to develop EMC lighting levels that optimize sign lighting from the perspective of a motorist who is viewing the EMC. Specifically, licensed drivers were recruited to view two EMCs under nighttime conditions at the Larson Institute's test track and to rate the signs' brightness levels on a scale ranging from Too Dim to Too Bright (Appendix A).

Test Site and Apparatus

The test site was the Larson Institute's Bus Research and Testing Facility. The 5,042-foot-long, oval track is located four miles from the Larson Institute's offices. The observation vehicle was a 2006 Dodge Stratus. The two signs and their mounting were described above.

Subjects

The subjects ranged in age to represent the U.S. driving population. An equal number of males and females were recruited. Forty-eight subjects participated in the research.

Procedure

The subjects were tested in pairs. They were seated in the rear of the test vehicle and driven to a point 360 ft in front of the signs, where they then moved to the front seats of the car to view the signs. The subjects were then shown a series of eight sign-color conditions (four per sign). The conditions were the same for both signs (Figure 3), containing two mixed-case words with 12-inch capital letter heights, using the Arial Bold font. The words on the signs were there to aid the subjects in their subjective impressions of sign brightness; they were not required to read the words, as this was not a sign legibility task.

Attachment: 1809 Walters - Industry Research from Applicant (6646 : An Ordinance for Text Amendment for 1809 Walters for St. Norbert's

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Figure 3. Sign color combinations.

The signs were varied in luminance from low to high or from high to low (Table 2). The subjects were told that the goal of the study was to try to find the best lighting level for storefront electronic (or LED) signs. All subjects were shown a practice sign to familiarize them with the task. Once the subject was exposed to a sign at a certain brightness level, they were asked to mark on their answer sheets their impression of the brightness. There were scales on the answer sheets that ranged from Too Dim to Too Bright, with Just Right in the middle. The participants were told to place an "X" where they thought a particular sign seemed to them. They were told that while they might be able to read a very bright sign, if it seems glary, or is in any way annoying because it seemed too bright to them, they should mark it as Too Bright. On the other hand, while they might be able to read a very dim sign, if it was a bit of a struggle or if they thought that being brighter might help them find or read the sign, then they should mark it as Too Dim. Because there were two people doing the same task at the same time, they were instructed to make sure that their responses were their own and that they did not influence the other subject by making any oral comments or any kind of remark aloud, but rather to silently place an "X" on the scale. The session lasted approximately one hour for which the subjects were paid $50.00.

Table 2. Sign luminance test conditions (cd/m2).

16 mm	20 mm
1380	1320
1035	1125
710	760
350	340
100	45

Results

Statistical Analysis

The Pearson chi-square test was used to determine if there were statistically significant differences between the two signs under the five brightness levels and four color conditions. The null hypothesis of the chi-square test is that there is no relationship between the two signs. If the null hypothesis is not accepted, then there is a statistically significant relationship between the two signs. For the purposes of analysis, the scale (Appendix A) was divided into three equal segments, with subject X-marks falling into one of three categories: Too Dim, Just Right, and Too Bright, the values were defined as ordinal variables. The software SPSS 22 was applied in this analysis.

Overall Comparison of Sign Brightness

With the Pearson chi-square X^2= 5.392 and the two-sided probability associated with Pearson chi-square (p-value) = 0.067, the null hypothesis that there is no relationship between the two variables could not be rejected. (A significant p-value of 0.05 was selected for all analyses, 0.067 is larger than 0.05.) Therefore, the distribution of brightness for the two signs is not different; that is to say, the two signs produced the same subject response as a function of sign brightness.

Overall Comparison of Color Combinations

With the Pearson chi-square X^2= 222.086 and the two-sided probability associated with Pearson chi-square (p-value) < 0.001, the null hypothesis that there is no relationship between the two variables was rejected. That is to say, the sign luminance levels that the subjects thought were Too Dim, Just Right, and Too Bright varied depending on color combination. This was true for both signs.

Individual Comparisons of Sign Brightness and Color Combinations

Because the results differed as a function of sign color, additional analyses were conducted to determine the optimal luminance level for each sign and each color combination condition (a total of eight analyses). Optimal luminance was defined as the level that produced a combination of the highest

Attachment: 1809 Walters - Industry Research from Applicant (6646 : An Ordinance for Text Amendment for 1809 Walters for St. Norbert's

percent of Just Right responses and the lowest percentage of Too Bright and Too Dim. Where there were conflicts, or where there were non-significant differences between luminance levels with the highest percentage of Just Right responses, the lowest level of Too Bright was given greater weight. This is because while Too Dim might result in an observer not being able to read a sign, Too Bright might result in the more serious conditions of either disability or discomfort glare, where the brightness of a sign might make it more difficult to see other objects or would be uncomfortable to view, respectively.

Condition One - White (illuminated) background with Black (non-illuminated) words:

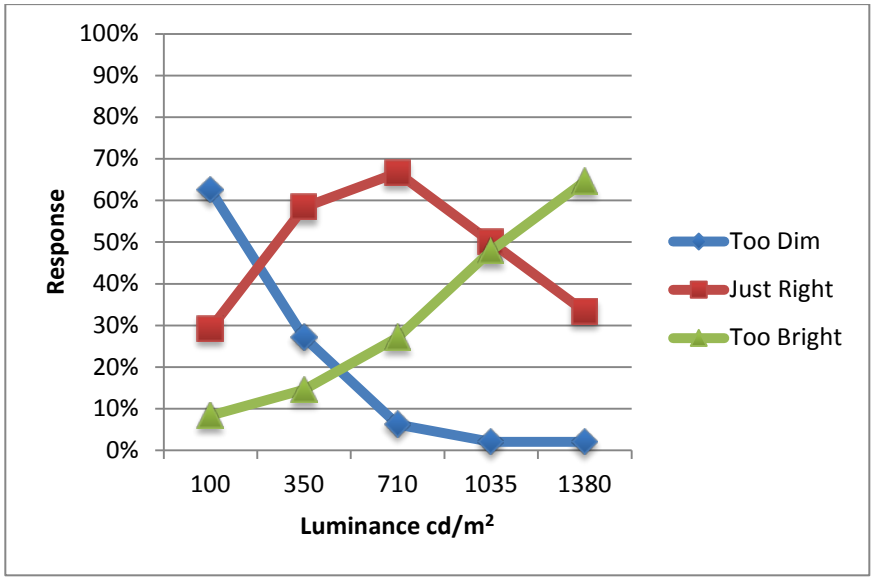
The results of the statistical analyses showed that 100 and 45 cd/m^2 were significantly too dim and 1,380 and 1,320 cd/m^2 were significantly too bright, with p-values less than 0.001. Although there was no significant difference between the 350 and 710 cd/m^2 and the 340 and 760 cd/m^2 reading results, as the 350 and 340 cd/m^2 levels resulted in significantly fewer Too Bright responses, they were deemed to be the optimal level for the Condition One color scheme (see Figure 4).

Condition Two - Black (non-illuminated) background with White (illuminated) words:

The results of the statistical analyses showed that 100 and 45 cd/m^2 were significantly Too Dim with p-values < 0.001, and 1380 and 1320 cd/m^2 were significantly Too Bright with p-value < 0.002. Again, as in Condition One, there was not a significant difference between the 350 and 710 cd/m^2 and the 340 and 760 cd/m^2 results, but the 710 and 760 cd/m2 levels resulted in the highest percentage of Just Right responses; therefore, these reading results were deemed to be the optimal level for the Condition Two color scheme.

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Helena Forgan



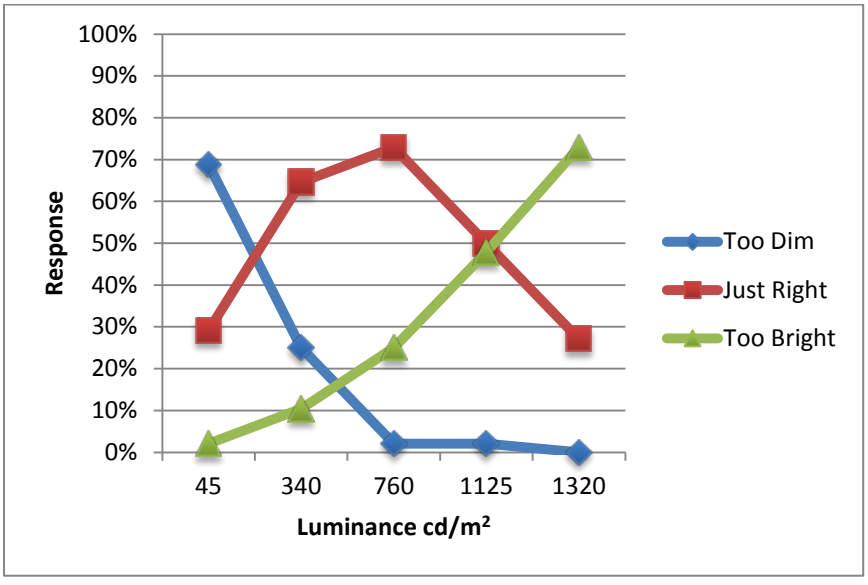


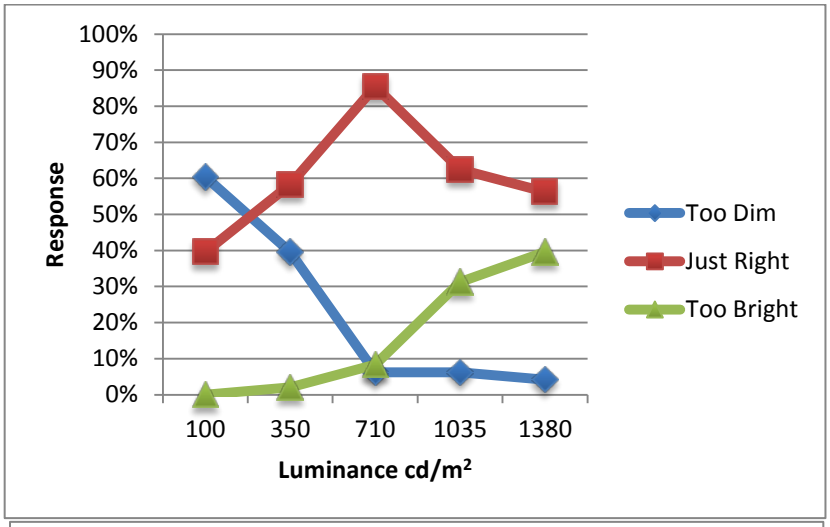
Figure 4. Condition One results.

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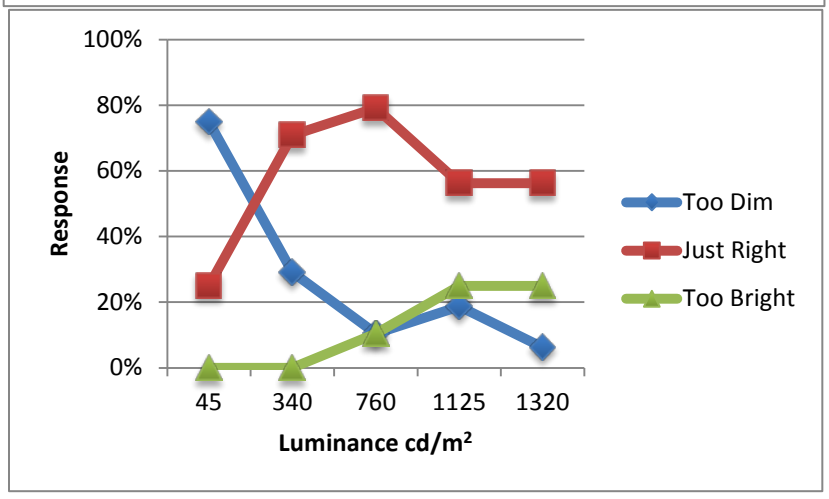


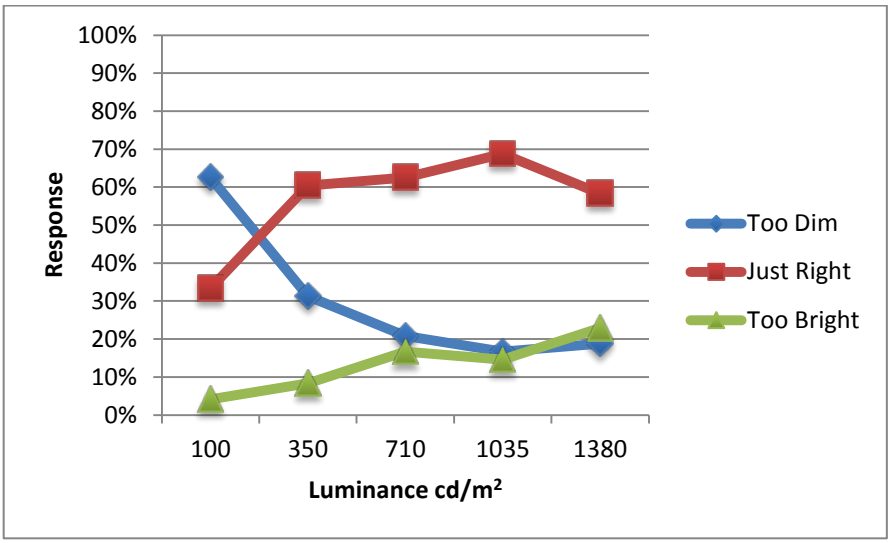
Figure 5. Condition Two results.

Condition Three - Black (non-illuminated) background with Red (illuminated) words:

The results of the statistical analyses showed that 100 and 45 cd/m^2 were significantly Too Dim with p-value less than 0.001. A majority of test subjects found a broad range of lighting levels Just Right in Condition Three, including the upper lighting levels of 1035/1125 cd/m² and 1380/1320 cd/m². Because the 350 and 340 cd/m² levels had a high level of Just Right responses coupled with some of the lowest levels of Too Bright responses in Condition Three, the 350 and 340 cd/m2 reading results were deemed to be the optimal level for the Condition Three color scheme, by a narrow margin.

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Larned
Harney



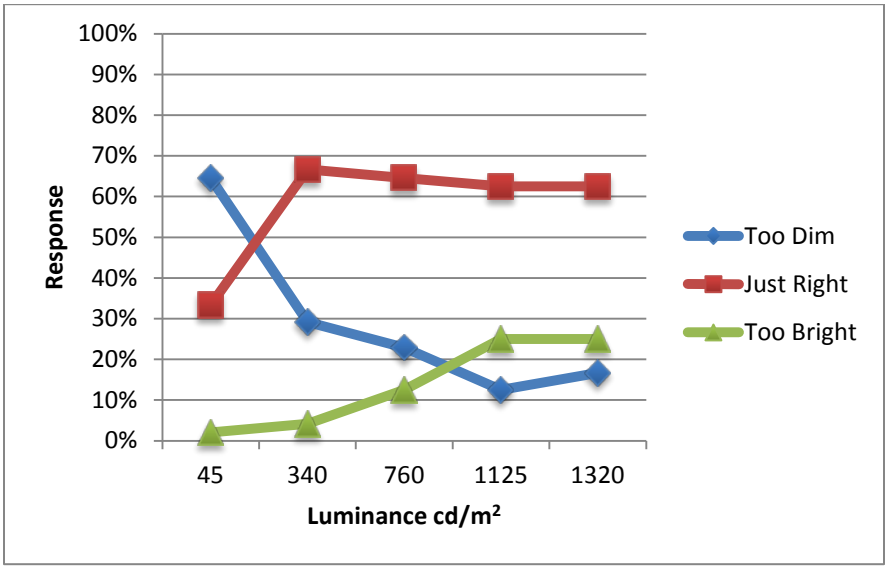


Figure 6. Condition Three results.

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Condition Four - Red (illuminated) background with Yellow (illuminated) words:

The analyses showed that 100 and 45 cd/m^2 were significantly Too Dim with p-value less than 0.001, and that 1380 and 1320 cd/m^2 were significantly Too Bright with p-value also less than 0.001. Because of the unusual sign attributes (multi-color combination), the number of subjects who found this sign to be Just Right never rose above 50 percent at any luminance level. However, based on the adjusted residual result, it was found that significantly more subjects rated level 350 cd/m² and 340 cd/m² to be Just Right; therefore, these levels were deemed to be optimal for Condition Four (see Figure 7).

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Lowery Harper

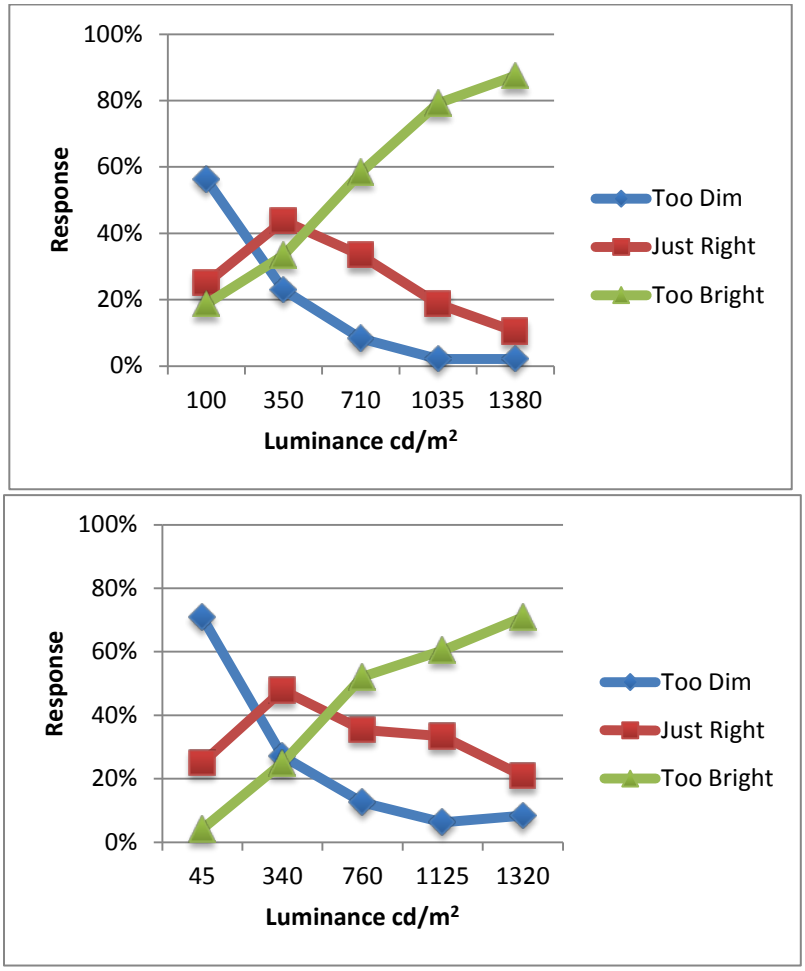


Figure 7. Condition Four results.

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Conclusions

Task 1: Development of a Standard On-premise EMC Light Level Measurement

Based on considerations from the results and recommendations of Garvey (2015), it was determined that luminance should be the metric used to measure and describe on-premise EMC brightness levels. The measurements taken of the two signs in the testing varied significantly, with the higher resolution 16 mm sign luminance ranging from 100 to 6,700 cd/m^2 and the lower resolution 20 mm sign luminance ranging from 45 to 3,770 cd/m^2.

Task 2: Human Factors Study

Summary

A. The range of luminance levels evaluated in this study was selected on the basis of pilot testing and the results of previous research. The goal was to include luminance levels that would result in a substantial percentage of participants finding one of the levels to be Just Right, at least one to be Too Dim, and at least one to be Too Bright. The levels for the two signs were also selected to obtain steps that were as close as possible to one another.

B. When discussing the dimming of signs from daylight brightness levels to nighttime levels, a percentage is often mentioned; for example, that the signs should be dimmed by 50 percent or taken to 10 percent of maximum sign brightness. From Table 1 it can be seen that the luminance level of a given percentage of brightness (provided by the manufacturer) can vary greatly between sign models, even within a single sign manufacturer. It is clear, therefore, that a metric such as luminance is needed to set appropriate nighttime brightness levels so that a standard can be applied across the broad spectrum of EMC sign designs (variables such as resolution, number of pixels installed, and so forth) and manufacturers.

C. Also of note: there was no significant difference in subject response to the two signs tested, even though they had very different pixel resolution (16 mm versus 20 mm).

D. Across all the scenarios tested, very low lighting levels (100 and 45 cd/m²) were judged to be Too Dim, and were never found to be Just Right. Across all the scenarios tested, upper end lighting levels (1,380 and 1,320 cd/m²) were never judged to be Too Dim. In two of the four conditions, the upper levels did gain a majority of responses as Just Right, but were never found to be the optimal lighting level for any condition. The research suggests, therefore, that these lower and upper thresholds for EMC lighting levels at night are to be avoided in any regulatory setting.

D. Three of the four color-conditions performed best at 345 cd/m^2 (averaging the two signs), with the white-on-black condition requiring more light (735 cd/m^2) to reach Just Right at night. The differences between the responses at the 350/340 cd/m² and 710/760 cd/m² lighting levels were nuanced and not

Attachment: 1809 Walters - Industry Research from Applicant (6646 : An Ordinance for Text Amendment for 1809 Walters for St. Norbert's

dramatic. These results are consistent with earlier research and recommendations for nighttime EMC brightness discussed in the introduction of this report.

E. Results (Optimal Levels)

- Condition One – Black on White: 350 and 340 cd/m^2.
- Condition Two – White on Black: 710 and 760 cd/m^2.
- Condition Three – Red on Black: 350 and 340 cd/m^2.
- Condition Four – Yellow on Red: 350 cd/m² and 340 cd/m².

Recommendations

EMC signs used under real-world conditions will display messages using color combinations not contemplated in this research, and motorists viewing EMC signs at night will do so under varying seasonal and climatic conditions, and those conditions can have the potential to degrade the ability of the motorist to detect and read the EMC sign at a particular optimal lighting level generated by the responses gathered under the controlled conditions of the Larson Institute test track. Recommendations should accommodate all viewing scenarios, to ensure that any particular EMC using this research as a benchmark yields a sign message that is both visible and legible for motorists using all possible/different color combinations that are available via LED EMC technology. In light of the research reported here, several recommendations can be reached:

- A single EMC lighting level at night covering all types of EMC models and manufacturers, and all color schemes, is not suggested by the findings.
- Optimal LED EMC lighting levels at nightfall within a range of 350/340 cd/m² to 710/760 cd/m², depending on color and contrast orientation (light on dark versus dark on light). This range is most likely to accommodate the widest range of EMC color combinations and provide optimal EMC visibility and legibility for motorists.
- Arbitrarily selecting one EMC lighting level at night, particularly one on the lower end of the lighting level range, will fail to account for all illumination and color combination scenarios and could therefore have motorist-related traffic safety implications.
- If an EMC lighting level regulation were to require a single number, the lighting levels in the 710/760 cd/m² range appear from this research to be most inclusive.

Attachment: 1809 Walters - Industry Research from Applicant (6646 : An Ordinance for Text Amendment for 1809 Walters for St. Norbert's

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Appendix A – Brightness Rating Scale

SIGN __X___ Condition __Y___

Too Dim Just Right Too Bright

Too Dim Just Right Too Bright

Too Dim Just Right Too Bright

Too Dim Just Right Too Bright

Too Dim Just Right Too Bright

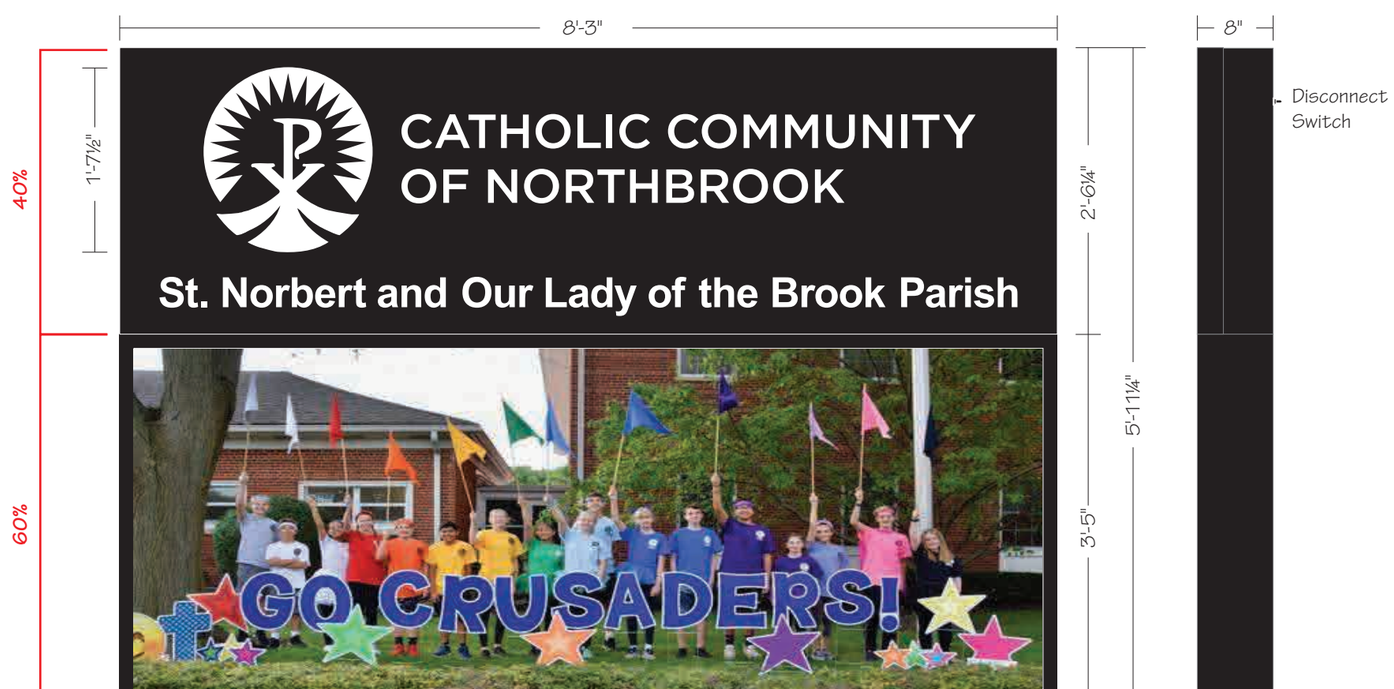
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USSC **FOUNDATION**

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211 Radcliffe Street
Bristol, PA 19007-5013
215-785-1922
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(1) 5'-11½" x 8'-3" x 8" Single Face Illuminated Cabinet Sign

Upper Cabinet: Fabricated Aluminum Painted Black - Suede Satin Finish
Face: .125" thk. Aluminum Painted Black - Sured Satin Finish
Header Graphics: Routed & Backed with White Acrylic
Illumination: White LEDs w/ 12V 60W 120/277V Power Supplies
EMC Unit: (1) 3'-5" x 8'-3" (3'-0" x 8'-0" viewable) 10mm (90x240matrix) single face
Watchfire display featuring Ignite OP content management software and broadband communication
Power: Reuse Existing Electrical Circuit at Site
Mounting: Attach to Masonry Columns w/ Steel Angle Brackets & Masonry Anchors

NOTE: Masonry By Others



Existing



Proposed

This sign is built to UL Standards for operation in North America.

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PROJECT:

CATHOLIC COMMUNITY OF NORTHBROOK
St. Norbert and Our Lady of the Brook Parish

1809 Walters Avenue
Northbrook, IL 60062

CUSTOMER APPROVAL:

DATE

AUTHORIZED SIGNATURE

REPRESENTATIVE
Tyler Neubauer / KZ

DRAWN BY
Bill Marlow

DATE
7.25.22

SCALE
3/4" = 1'

SHEET NO.
1 of 1

ESTIMATE / JOB NUMBER
10281

FILE NAME
STN10281

REVISIONS:

1 8.17.22 - new graphics
2 11.29.22 - size / details
3
4
5
6
7
8

This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electrical Code and/or other applicable local codes. This includes proper grounding and bonding o

Attachment: 1809 Walters - Sign Plan (6646 : An Ordinance for Text Amendment for 1809 Walters for St. Norbert's Electronic Sign)

Ordinance (ID # 6647)

An Ordinance Granting Special Permit for Ground Sign With Multi-Color Electronic Message Board Display and Setback Variation In IB District (St. Norbert's & Our Lady of the Brook – 1809 Walters Avenue) (Plan Commission Docket No. PCD-23-02)

Passed by the Board of Trustees, 5/23/2023
Printed and Published 5/23/2023

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 # 6647)

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 Permit for Ground Sign With Multi-Color Electronic Message Board Display and Setback Variation In IB District (St. Norbert's & Our Lady of the Brook – 1809 Walters Avenue) (Plan Commission Docket No. PCD-23-02)

shall be, and is hereby, adopted as follows:

Section 1. BACKGROUND.

Catholic Bishop of Chicago – St. Norbert and Our Lady of the Brook ("***Applicant***") is the owner of the property commonly known as 1809 Walters Avenue ("***Property***"). The Applicant proposes to construct and maintain a ground sign on the Property incorporating a multi-color electronic message board display ("***EMB Sign***"). The proposed EMB Sign will display church and school related communication.

On May __, 2023, the President and Board of Trustees adopted Ordinance No. 23-__, which amended the Northbrook Zoning Code (1988), as amended ("***Zoning Code***"), to allow ground sign with multi-color electronic message board display as a special permit use in the IB Institutional Building District. The Applicant is also requesting that the EMB Sign be allowed a ground sign corner side setback variation in the IB District. The Applicant requests that the Village grant a special permit for a ground sign incorporating a multi-color electronic message board display and reduce the corner side setback from six feet to zero feet on the Property ("***Requested Relief***").

The President and the Board of Trustees have determined that it is in the best interest of the Village and its residents to grant the Applicant the Requested Relief in accordance with the terms and conditions of this Ordinance.

Section 2. DESCRIPTION OF PROPERTY.

The Property is commonly known 1809 Walters Avenue, which is legally described in ***Exhibit A*** attached to and, by this reference, made a part of this Ordinance. The Property is located within the IB Institutional Building District.

Section 3. PUBLIC MEETINGS & HEARINGS.

A public notice for the Applicant's Requested Relief was duly published on March 2, 2023 and March 30, 2023 in *the Northbrook Herald* and a public hearing was held at the Plan Commission's regular meeting on March 21, 2023, and April 18, 2023. On April 18, 2023, the Plan Commission formally adopted Resolution No. 23-PC-05 recommending approval of the Requested Relief.

Section 4. EMB SIGN SPECIAL PERMIT.

Subject to, and contingent upon the conditions, restrictions, and provisions set forth in Section 6 of this Ordinance, a special permit for a ground sign with a multi-color electronic message board display (Northbrook SIC Code No. 9966.05) on the Property is hereby granted to the Applicant in accordance with and pursuant to Section 11-602 of the Zoning Code and the home rule powers of the Village of Northbrook.

Section 5. VARIATION

Subject to, and contingent upon, the conditions, restrictions, and provisions set forth in Section 6 of this Ordinance, the Property shall be, and is hereby granted the Corner Side Yard Variation, all in accordance with and pursuant to Section 11-503 of the Zoning Code and the home rule powers of the Village of Northbrook.

Section 6. SPECIAL PERMIT CONDITION.

The special permit granted in Section 4 and variation granted in Section 5 of this Ordinance are contingent upon the development, use, and maintenance of the EMB Sign on the Property being in substantial compliance with the Sign Plan, prepared by Parvin-Clauss Sign Company, consisting of one page, with the most recent revision date of November 29, 2022, is attached to, and by this reference, made a part of this Ordinance as ***Exhibit B***.

Section 7. FAILURE TO COMPLY WITH CONDITIONS.

Upon failure or refusal of the Applicant to comply with any or all of the conditions, restrictions or provisions of this Ordinance, the special permit granted in Section 4 and the variation granted in Section 5 of this Ordinance (the "***Granted 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 Granted Relief unless it shall first provide the Applicant with two months advance written notice of the reasons for revocation and an opportunity to be heard at a regular meeting of the Board of Trustees. In the event of revocation, the development and use of the Property shall be governed solely by the regulations of the IB Institutional Building District, as the same may, from time to time, be amended. Further, in the event of such revocation of the Granted Relief, 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 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 Applicant required by this Section has been given.

Section 8. BINDING EFFECT; TRANSFERABILITY.

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

Section 9. EFFECTIVE DATE.

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

i. passage by the Board of Trustees of the Village of Northbrook by a majority vote in the manner required by law;

ii. publication of this Ordinance in pamphlet form in the manner required by law;

iii. the 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. Said unconditional agreements and consents shall be in the form of ***Exhibit C***, attached to and made a part of this Ordinance by this reference;

iv. passage by the Board of Trustees of the Village of Northbrook of An Ordinance Amending the Northbrook Zoning Code to Allow Multi-Color Electronic Message Board Display in the IB Institutional Building District (St. Norbert's & Our Lady of the Brook – 1809 Walters Avenue) (Plan Commission Docket No. PCD-23-02); and

v. recordation of this Ordinance, together with such exhibits as the Village Clerk shall deem appropriate for recordation, with the Cook County Clerk's Office. The Applicant shall bear the full cost of such recordation.

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

Scheduled: 5/23/2023

ATTEST:

_____
Village President

_____
Village Clerk

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

ALL OF BLOCK 3 IN FIRST ADDITION TO NORTHBROOK MANOR, BEING A SUBDIVISION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER (EXCEPT FOR EAST 30.0 FEET THEREOF TAKEN OR USED FOR STREET) IN SECTION 10, TOWNSHIP 42 NORTH, RANGE 12 EAST, OF THE THIRD PRINCIPLE MERIDIAN, (ALSO THAT PART OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER SECTION 10 AFORESAID, LYING EAST OF THE RIGHT OF WAY OF THE CHICAGO, MILWAUKEE AND ST PAUL R.R.) EXCEPTING BEGINNING OF THE SOUTHWEST CORNER OF SAID BLOCK 3 (BEING ALSO THE SOUTHWEST CORNER OF THEIR TOTAL CHURCH PROPERTY WHICH INCLUDES ALL OF SAID BLOCK 3); THENCE NORTHWESTERLY ALONG THE EAST RIGHT OF WAY OF THE PLATTED, DEDICATED AND IMPROVED PUBLIC ALLEY TO THE SOUTH RIGHT OF WAY LINE OF WALTERS AVENUE; THENCE EAST ALONG SOUTH RIGHT OF WAY LINE OF WALTERS AVENUE 84.13 FEET; THENCE SOUTH ON A LINE PARALLEL WITH THE WEST RIGHT OF WAY LINE OF SPRUCE STREET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Commonly known as 1809 Walters Avenue

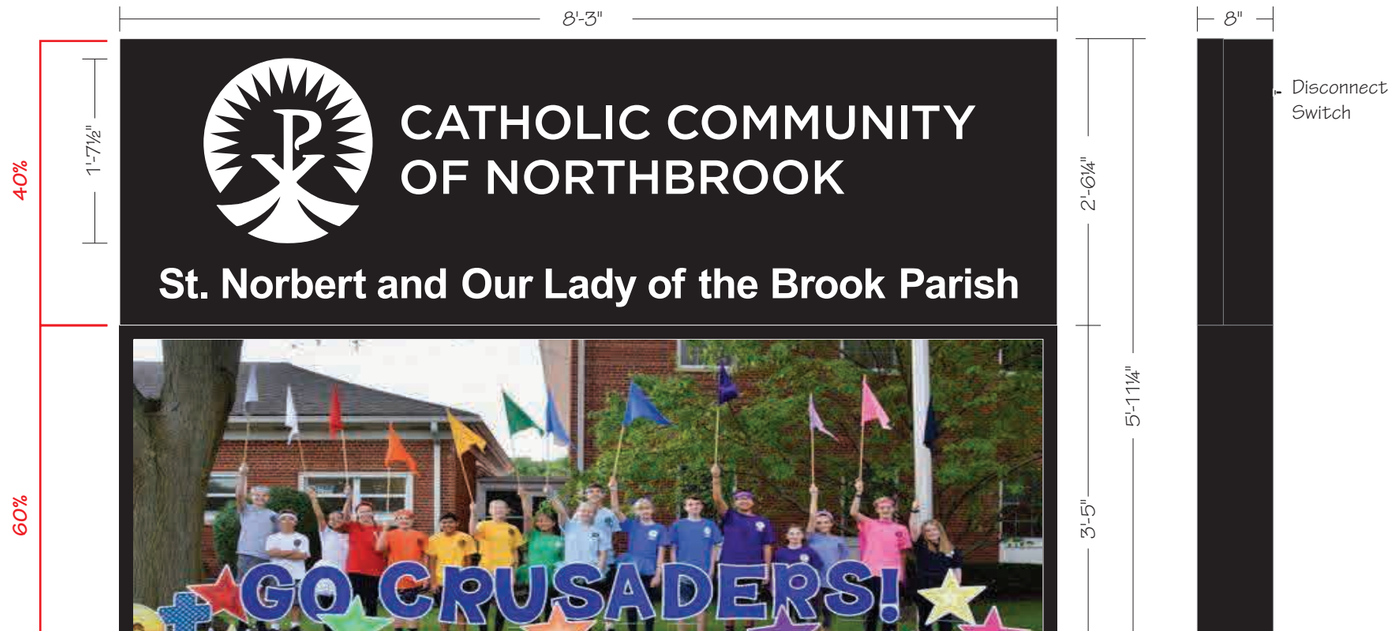
P.I.N.s: 04-10-305-048-0000

Attachment: 1809 Walters - Exhibit A-C (6647 : An Ordinance for Special Permit for 1809 Walters for St. Norbert's Electronic Sign)

EXHIBIT B

SIGN PLAN

Attachment: 1809 Walters - Exhibit A-C (6647 : An Ordinance for Special Permit for 1809 Walters for St. Norbert's Electronic Sign)



(1) 5'-11½" x 8'-3" x 8" Single Face Illuminated Cabinet Sign

Upper Cabinet: Fabricated Aluminum Painted Black - Suede Satin Finish
Face: .125" thk. Aluminum Painted Black - Sured Satin Finish
Header Graphics: Routed & Backed with White Acrylic
Illumination: White LEDs w/ 12V 60W 120/277V Power Supplies
EMC Unit: (1) 3'-5" x 8'-3" (3'-0" x 8'-0" viewable) 10mm (90x240matrix) single face
Watchfire display featuring Ignite OP content management software and broadband communication
Power: Reuse Existing Electrical Circuit at Site
Mounting: Attach to Masonry Columns w/ Steel Angle Brackets & Masonry Anchors

NOTE: Masonry By Others



Existing



Proposed

Parvin-Clauss
SIGN COMPANY
Design ▪ Fabrication ▪ Installation ▪ Maintenance
165TubewayDrive▪CarolStream▪Illinois60188
Tel/630-510-2020 ▪ Fax/630-510-2074
e-mail/signs@parvinclauss.com
www.parvinclauss.com

PROJECT:

CATHOLIC COMMUNITY OF NORTHBROOK
St. Norbert and Our Lady of the Brook Parish

1809 Walters Avenue
Northbrook, IL 60062

CUSTOMER APPROVAL:

DATE

AUTHORIZED SIGNATURE

REPRESENTATIVE
Tyler Neubauer / KZ

DRAWN BY
Bill Marlow

DATE
7.25.22

SCALE
3/4" = 1'

SHEET NO.
1 of 1

ESTIMATE / JOB NUMBER
10281

FILE NAME
STN10281

REVISIONS:

1 8.17.22 - new graphics
2 11.29.22 - size / details
3
4
5
6
7
8

This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electrical Code and/or other applicable local codes. This includes proper grounding and bonding o

This sign is built to UL Standards for operation in North America.

"This Document is owned by, and the information contained in it is proprietary to, Parvin-Clauss Sign Company. By receipt hereof the holder agrees not to use the information, disclose it to any third party, nor reproduce this document without the prior written consent of Parvin-Clauss Sign Company. Holder also agrees to immediately return this document upon request of Parvin-Clauss Sign Company."

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Attachment: 1809 Walters - Exhibit A-C (6647 : An Ordinance for Special Permit for 1809 Walters for St. Norbert's Electronic Sign)

EXHIBIT C

Unconditional Agreement and Consent of Businesses

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

WHEREAS, Catholic Bishop of Chicago – St. Norbert and Our Lady of the Brook ("***Applicant)*** is the owner of the property commonly known as 1809 Walters Avenue ("***Property***") and proposes to construct and maintain a ground sign on the Property incorporating a multi-color electronic message board display ("***EMB Sign***"); and

WHEREAS, the Applicant has requested various relief from the Village of Northbrook's Zoning Code (1988), as amended ("***Zoning Code***") to construct a ground sign incorporating a multi-color electronic message board display and reduce the corner side setback from six feet to zero feet on the Property in the IB District ("***Requested Relief***").

WHEREAS, Ordinance No. 23-__, adopted by the President and Board of Trustees of the Village of Northbrook on _____, 2023 ("***Ordinance***"), grants approval of such Requested Relief for the benefit of Applicant; and

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

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

1. Applicant shall, and do hereby unconditionally agree to, accept, consent to and abide by all of the terms, conditions, restrictions, and provisions of that certain Ordinance No. 23-__, adopted by the Village Board of Trustees on _____, 2023.

2. Applicant acknowledge and agree that the Village is not and shall not be, in any way, liable for any damages or injuries that may be sustained as a result of the Village's review and approval of any plans for the Property, or the issuance of any permits for the use and development of the Property, and that the Village's review and approval of any such plans and issuance of any such permits does not, and shall not, in any way, be deemed to insure Applicant against damage or injury of any kind and at any time.

3. Applicant acknowledge 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 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 Applicant required by Section 7 of the Ordinance is given.

4. Applicant agree to and do 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

Attachment: 1809 Walters - Exhibit A-C (6647 : An Ordinance for Special Permit for 1809 Walters for St. Norbert's Electronic Sign)

development, construction, maintenance, and use of the Property, and (d) the performance by Applicant of their obligations under this Unconditional Consent and Agreement.

5. Applicant shall, and do 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. Applicant warrants and represents to the Village that it owns fee simple title to the Property and consents to the recording of the Ordinance against the Property.

CATHOLIC BISHOP OF CHICAGO – ST. NORBERT AND OUR LADY OF THE BROOK

By:_____
Its:_____

SUBSCRIBED and **SWORN** to before me this _____ day of _____, 2023.

_____
Notary Public

Attachment: 1809 Walters - Exhibit A-C (6647 : An Ordinance for Special Permit for 1809 Walters for St. Norbert's Electronic Sign)

MEMORANDUM
VILLAGE OF NORTHBROOK
VILLAGE MANAGER'S OFFICE

TO: BOARD OF TRUSTEES

FROM: CARA PAVLICEK, VILLAGE MANAGER

DATE: May 23, 2023

SUBJECT: A RESOLUTION APPROVING CONTRIBUTIONS TO COMMUNITY PROGRAMS AND NON-PROFIT ORGANIZATIONS

At the May 9, 2023 Committee of the Whole meeting there was consensus by a majority of the Board to fund eight of the non-profit community organizations at their requested amounts: CATCH ($2,625), GBN Grad Night ($1,500), Family Service Center ($20,000), Historical Society ($25,000), North Shore Senior Center ($5,000), Youth Services ($149,750), Josselyn ($125,000), and Total Link2 Community ($15,000).

Resolution (ID # 6717)

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 Contributions to Non-Profit Community Organizations

is hereby adopted, as follows:

Section 1. Recitals.

The Village's Fiscal Year 2023/2024 budget includes funding for contributions to support non-profit organizations that provide services to the community. On May 9, 2023, the Village Board met as a Committee of the Whole to discuss funding requests from various organizations seeking Village support. After discussing the requests, the Village Board recommended the following contributions be made for Fiscal Year 2023/2024:

CATCH	$2,625
Family Service Center	$20,000
GBN Grad Night	$1,500
Josselyn	$125,000
North Shore Senior Center	$5,000
Northbrook Historical Society	$25,000
TotalLink2	$15,000
Youth Services	$149,750
Total	**$343,875**

Section 2. Authorization of Expenditure.

The Village Manager is hereby authorized and directed to pay on behalf of the Village total payments of $343,875 to the organizations described herein. This amount shall be paid out of Account No. 11-1110-584-00 (Contributions) of the FY 2023/2024 Budget.

Scheduled: 5/23/2023

ATTEST:

_____
Village President

_____
Village Clerk

MEMORANDUM
VILLAGE OF NORTHBROOK
VILLAGE MANAGER'S OFFICE

TO: BOARD OF TRUSTEES

FROM: CARA PAVLICEK, VILLAGE MANAGER

DATE: May 23, 2023

SUBJECT: A RESOLUTION APPROVING A CONTRIBUTION TO HUNGER RESOURCE NETWORK

At the May 9, 2023 Committee of the Whole meeting there was consensus by a majority of the Board to fund the Hunger Resource Network, a non-profit community organization, at their requested amount of $4,000.

Resolution (ID # 6718)

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 Contribution to Hunger Resource Network

is hereby adopted, as follows:

Section 1. Recitals.

The Village's Fiscal Year 2023/2024 budget includes funding for contributions to support non-profit organizations that provide services to the community. On May 9, 2023, the Village Board met as a Committee of the Whole to discuss funding requests from various organizations seeking Village support. After discussing the requests, the Village Board recommended the following contributions be made for Fiscal Year 2023/2024:

Hunger Resource Network	$4,000

Section 2. Authorization of Expenditure.

The Village Manager is hereby authorized and directed to pay on behalf of the Village a total payment of $4,000 to the organization described herein. This amount shall be paid out of Account No. 11-1110-584-00 (Contributions) of the FY 2023/2024 Budget.

Scheduled: 5/23/2023

ATTEST:

_____
Village President

_____
Village Clerk

MEMORANDUM
VILLAGE OF NORTHBROOK
VILLAGE MANAGER'S OFFICE

TO: BOARD OF TRUSTEES

FROM: CARA PAVLICEK, VILLAGE MANAGER

DATE: May 23, 2023

SUBJECT: A RESOLUTION APPROVING A CONTRIBUTION TO NORTH SUBURBAN LEGAL AID CLINIC

At the May 9, 2023 Committee of the Whole meeting there was consensus by a majority of the Board to fund the North Suburban Legal Aid Clinic, a non-profit community organization, at their requested amount of $7,500.

Resolution (ID # 6719)

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 Contribution to North Suburban Legal Aid Clinic

is hereby adopted, as follows:

Section 1. Recitals.

The Village's Fiscal Year 2023/2024 budget includes funding for contributions to support non-profit organizations that provide services to the community. On May 9, 2023, the Village Board met as a Committee of the Whole to discuss funding requests from various organizations seeking Village support. After discussing the requests, the Village Board recommended the following contributions be made for Fiscal Year 2023/2024:

North Suburban Legal Aid Clinic	$7,500

Section 2. Authorization of Expenditure.

The Village Manager is hereby authorized and directed to pay on behalf of the Village a total payment of $7,500 to the organization described herein. This amount shall be paid out of Account No. 11-1110-584-00 (Contributions) of the FY 2023/2024 Budget.

Scheduled: 5/23/2023

ATTEST:

_____
Village President

_____
Village Clerk

MEMORANDUM
VILLAGE OF NORTHBROOK
DEVELOPMENT AND PLANNING SERVICES

TO: CARA PAVLICEK, VILLAGE MANAGER

FROM: SWATI PANDEY, SENIOR PLANNER

DATE: May 23, 2023

SUBJECT: PRELIMINARY REVIEW OF A REQUEST FOR SPECIAL PERMIT FOR VASA FITNESS AT 4125 DUNDEE RD

INTRODUCTION

On May 23, 2023 the Board of Trustees will conduct a preliminary review of an application filed by Vasa Fitness, LLC (the "Applicant") as a potential tenant at the property commonly known as 4125 Dundee Road (the "Subject Property") which is owned by WFC Lincoln Sanders, LLC (the "Owner"). The Applicant is requesting zoning relief to allow a physical fitness center facility above 2,500 square feet in the C-2 Neighborhood Commercial District.

The Subject Property:

- is zoned C-2 Neighborhood Commercial;
- is located in the shopping center on the southwest corner of Dundee Road and Sanders Road;
- contains a multi-tenant shopping center;
- is surrounded by:
    - North: R-6 Multi-Family Residential and C-2 Neighborhood Commercial; townhomes and Chase Bank
    - East: C-2 Neighborhood Commercial; shopping center
    - South: R-4 Single Family Residential
    - West: R-4 Single Family Residential
- is designated as appropriate for Community Retail uses 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;
- The Village's Bicycle and Pedestrian Plan identifies the intersection of Dundee and Sanders as a recommended spot for an intersection improvement, and the street located to the west of the

shopping center is identified as appropriate for a potential Bicycle Boulevard which is a street that is more bicycle friendly through methods such as signage and bump-outs on the street itself. Dundee Road is also identified as appropriate for a future shared use path.

BACKGROUND INFORMATION

- The Subject Property is a single-story multi-tenant shopping center with a common parking lot.

- The tenant space is a former Dominick's grocery store which has been vacant for several years. The center includes several major tenants such as Bank of America, Weight Watchers, restaurant, salon, dance studio, etc. In 2019, Culvers was granted approval for a special permit for an accessory drive-through and site plan approval in the outlot of Sanders Court Shopping Center site and earlier this year Noggin Builders has received special permit approval to occupy a space for educational services above 2,500 square feet.

PROPOSED PLAN

- Vasa Fitness is a national health club operator with 51 locations across several states. They are proposing to occupy approximately 50,000 square feet of tenant space within the multi-tenant shopping center building at Sanders Court. The proposed use will be a physical fitness facility with fitness equipment, group fitness classes, and other amenities. The proposed use requires a special permit when the space exceeds 2,500 square feet in the C-2 Neighborhood Commercial District.

- The facility shall offer several amenities, including a large free weights area, cardio deck, two functional training turf areas, yoga studio, personal training area, group fitness classes, massage lounge, basketball court, steam room, sauna, and child care services (all services are for members only). The age group for child care services would be 6 weeks to 11 years in a restricted area. The minimum age for membership to the facility will be 12 years. Any members between the age of 12 – 18 years will have to be accompanied by an adult in the facility.

- The proposed hours of operation are 5:00am – Midnight; seven days a week.

- The facility will be staffed by a total of 20 employees within peak hours.

- The Applicant is proposing exterior façade changes to the tenant space of the building. The improvements will be made based on the corporate design and colors of the business. The modifications for exterior and to the interior tenant space to accommodate the use will require a building permit. The Applicant has submitted representational photos of the exterior and interior from their existing locations which is attached.

- There are 590 parking spaces on the Subject Property. Based on the records from 2019, it appears that a change of use from a retail store to physical fitness facility will increase the parking demand by 27 spaces on the Subject property. A parking variation of approximately 5% will be required for the Subject Property. Parking will be reviewed in greater detail during formal application.

- The Applicant has submitted a preliminary signage plan which shows wall signs for the proposed business. The wall signs must individually comply with the minimum sign area and sign height limit of the Zoning Code. All wall signs comply with the sign area requirement except for the main entrance sign – "Vasa Fitness". The maximum permitted sign area is 100 square feet and the Applicant is proposing an approximately 1,000 square-foot sign.

    - A Zoning Code text amendment would be required to exceed the sign area limit in the C-2 district. If the Board finds the proposed amendment to be appropriate, then the Board should discuss whether or not it requires a special permit approval.

    - Also, wall signs which exceed the minimum sign height limit of 20 feet requires a special permit in the C-2 district. As requested, all wall signs proposed on the front facade will require a special permit approval, with a minimum sign height of 27'4" and a maximum sign height of 34'3" for the logo.

ZONING RELIEF REQUESTED

- Text Amendment to allow wall sign area to exceed 100 square feet in the C-2 district (as a permitted or special permit).

- Special Permit for Physical Fitness Facility above 2,500 square feet (SIC No. 7991.00) in the C-2 Neighborhood Commercial District;

- Special Permit for Wall Signs to exceed the maximum sign height (SIC 9966.00) in the C-2 District.

- Parking variation of approximately 5%.

SUMMARY

In reviewing this request, we suggest the Board consider the following policy questions:

1) Is the proposed use appropriate on the Subject Property?

2) Is it appropriate to grant a special permit for a Physical Fitness Facility on the Subject Property in the C-2 Neighborhood Commercial District?

    a) If so, should there be any operational limitations?

3) Should there be a term limitation coterminous with the lease of the prospective tenant?

4) Is it appropriate to amend the Zoning Code to allow the total area of individual wall signs to exceed 100 square feet in the C-2 District?

    a) If so, should the sign be allowed as a permitted or special permitted sign?

5) Is it appropriate to grant a special permit for wall signs in excess of the 20' height limitation?

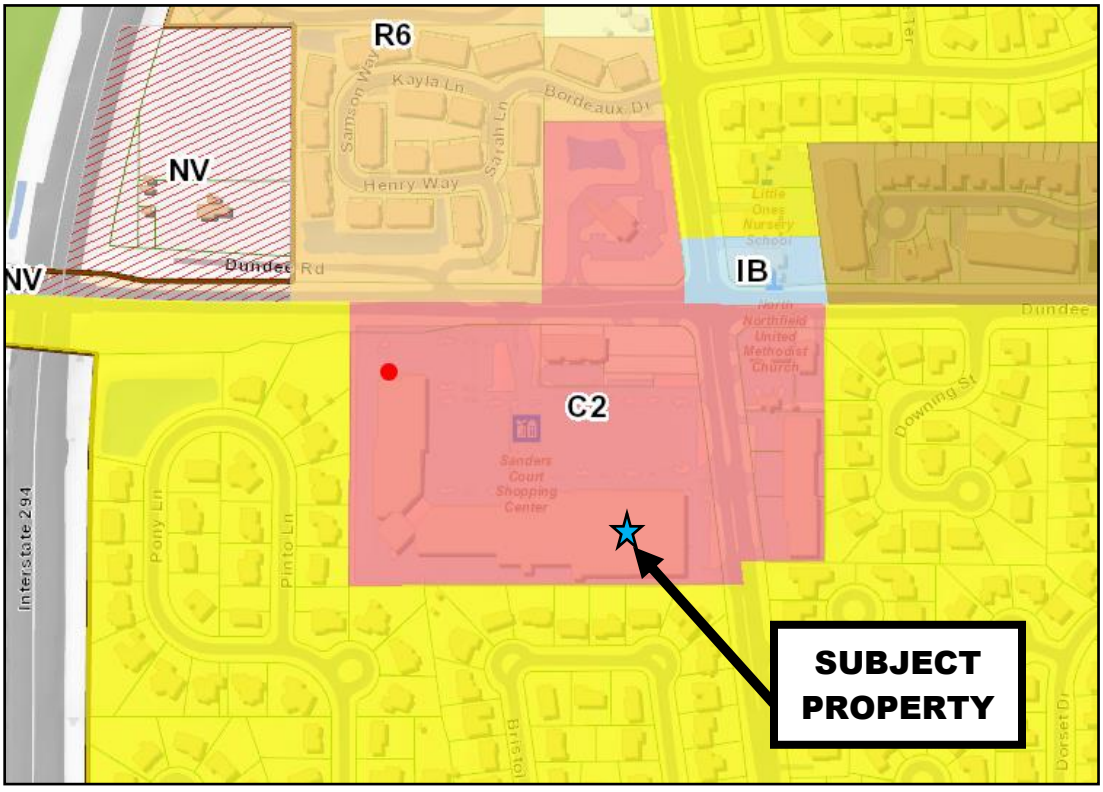
6) Is it appropriate to grant an approximately 5% parking variation?

The Applicant and staff will attend the May 23, 2023 Board of Trustees meeting to answer any questions.

PRELIMINARY REVIEW
PRE-23-04: 4125 DUNDEE ROAD
APPLICATION SUMMARY

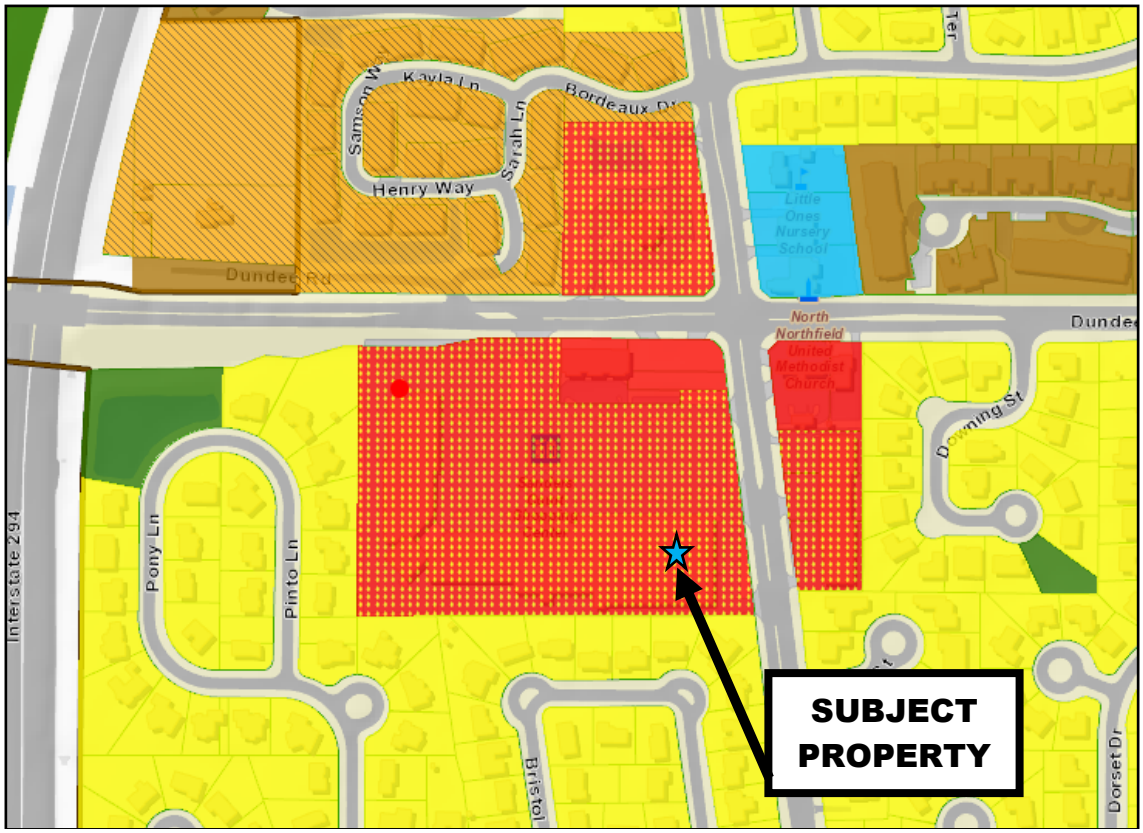
Applicant:	Vasa Fitness, LLC
Site Location:	4125 Dundee Road
Requested Action:	Text amendment for wall sign area; Special permit for wall sign height; Special Permit for Physical Fitness Training Facility above 2,500 square feet; Parking variation
Proposal:	Fitness Center
Existing Zoning & Land Use:	C-2, Neighborhood Commercial; Shopping Center
Surrounding Zoning & Land Use:	North: R-6 Multiple Family Residential; townhomes C-2 Neighborhood commercial; bank South: R-4 Single Family Residential; single family home East: C-2 Neighborhood Commercial; Gas Station & Shopping Center West: R-4 Single Family Residential; single family home
Comprehensive Plan Designation:	Community Retail

ZONING MAP



Attachment: 4125 Dundee - Application Summary, Aerials, Site Photos (6692 : Preliminary Review of a Request for Special Permit for Vasa

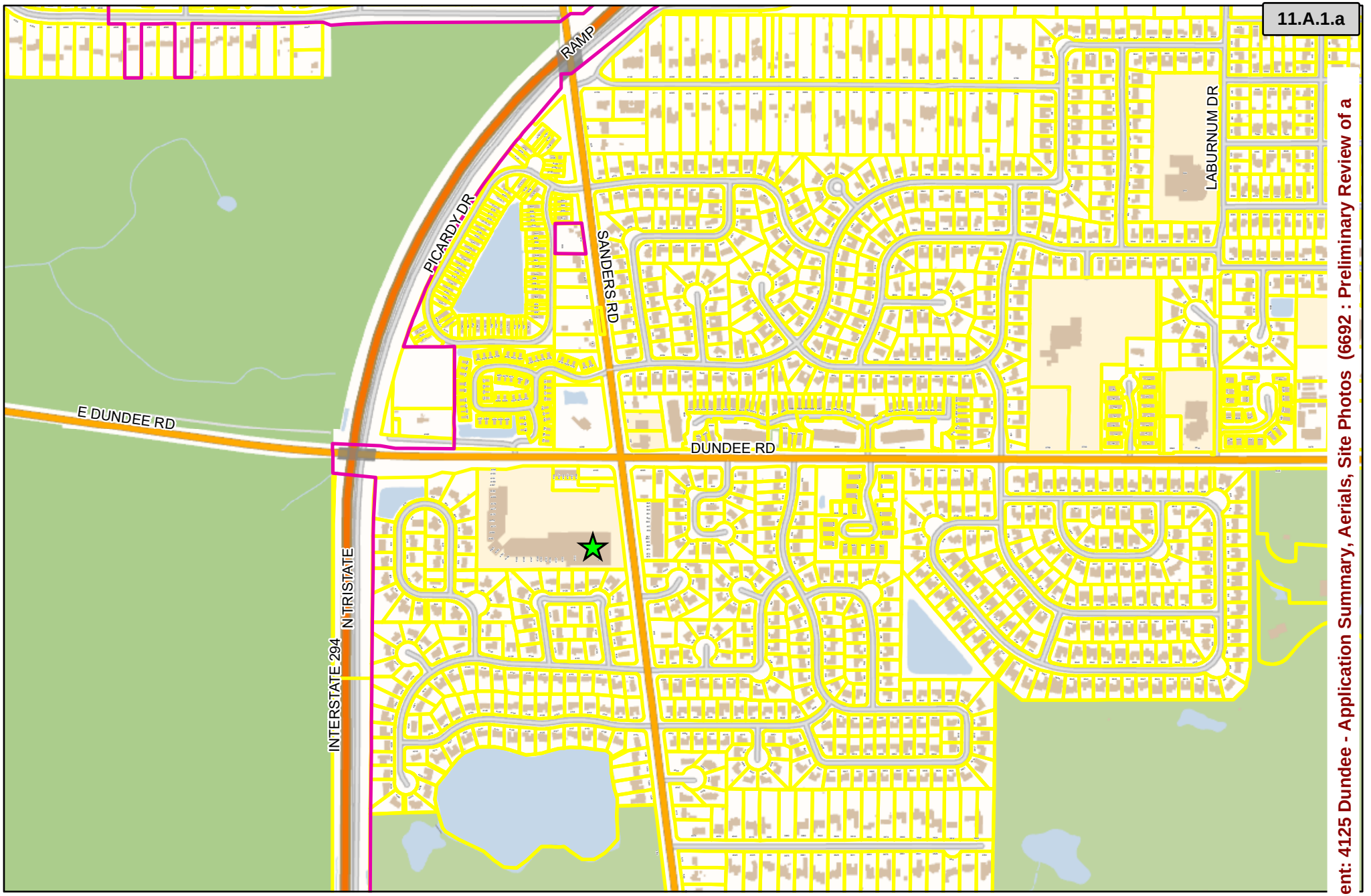
COMPREHENSIVE PLAN MAP



Legend

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

Attachment: 4125 Dundee - Application Summary, Aerials, Site Photos (6692 : Preliminary Review of a Request for Special Permit for Vasa



0 675 1,350 2,025 Feet

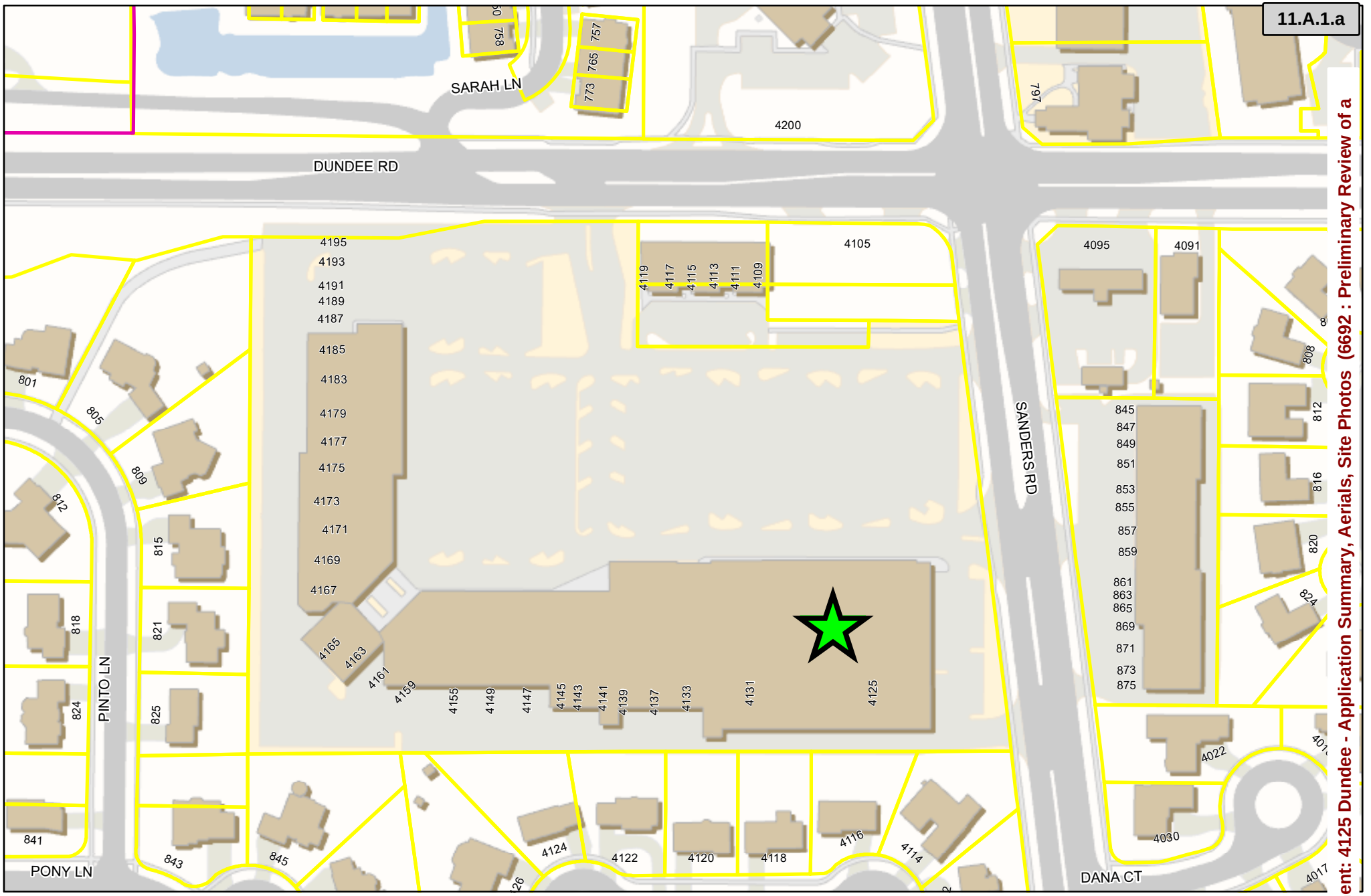
VILLAGE OF NORTHBR K

The GIS material is made available as a public service. Maps and data are to be used for reference purposes only and Northbrook, Illinois, is not responsible for any inaccuracies herein contained. No Responsibility is assumed for damages or other liabilities due to the accuracy, availability, use or misuse of the information herein provided. Any errors should be reported to the Information Technology Department.

4125 Dundee Road

GIS consortium.org

Attachment: 4125 Dundee - Application Summary, Aerials, Site Photos (6692 : Preliminary Review of a



0 130 260 390 Feet

The GIS material is made available as a public service. Maps and data are to be used for reference purposes only and Northbrook, Illinois, is not responsible for any inaccuracies herein contained. No Responsibility is assumed for damages or other liabilities due to the accuracy, availability, use or misuse of the information herein provided. Any errors should be reported to the Information Technology Department.

4125 Dundee Road

VILLAGE OF NORTHBR K

GIS consortium.org

Attachment: 4125 Dundee - Application Summary, Aerials, Site Photos (6692 : Preliminary Review of a









Attachment: 4125 Dundee - Application Summary, Aerials, Site Photos (6692 : Preliminary

northbrook

DEVELOPMENT & PLANNING SERVICES DEPARTMENT

Attachment: 4125 Dundee - Sustainability Addendum (6692 : Preliminary Review of a Request for Special Permit for Vasa Fitness at 4125

MEMORANDUM

To: Cara Pavlicek, Village Manager
From Tessa Murray, Sustainability Coordinator
Cc: Michaela Kohlstedt, Deputy Director of DPS
Date: May 23, 2023
Subject: PRE-23-04: 4125 Dundee Road – Vasa Fitness – 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. Applicable action items from the CAP are listed below for all parties to consider during the preliminary review.

1) BUILDINGS AND ENERGY

1A: Reduce energy demand; incorporate high-performance energy efficiency measures in new appliances and any HVAC or electrical changes to be made. Use Energy Star rated appliances and LED lighting when applicable.

1B: Utilize low-VOC paints, finishes, and laminates.

1C: Prioritize sustainable materials throughout development, such as maximizing recycled content, domestic production, and lower embodied carbon costs of materials.

2) WASTE MANAGEMENT

2A: Comply with Cook County's demolition requirements to divert 70% of construction debris through recycling.

3) WATER AND WASTEWATER

3A: Use WaterSense fixtures for plumbing updates.

3B: Provide bottle filling stations to discourage single-use water bottles.

Village of
Northbrook

PRELIMINARY REVIEW APPLICATION – ZONING & SUBDIVISION RELIEF**

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

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

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

Current Property Owner Information

Legal Name: WFC LINCOLN SANDERS, LLC

Primary Contact: PAULA GARCIA
Address 5500 GREENVILLE AVE., STE 602
City, State, Zip DALLAS, TX 75206
Phone No. 972-284-0922
Email PGARCIA@WESTFIN.COM

Applicant Information

Legal Name VASA FITNESS, LLC

Primary Contact: BRETT SCHELL
Company VASA FITNESS
Address 6501 E. BELLEVIEW AVENUE
City, State, Zip ENGLEWOOD, COLORADO 80111
Phone No. 720.384.6555
Email BRETT.SCHELL@VASAFITNESS.COM

Property Information

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

Site Location/Address: 4125 E. DUNDEE ROAD, NORTHBROOK, IL 60062

Size of Property: 136,219 SF TOTAL PROPERTY (square feet/acres)

Size of Building Space, if applicable: 50,209 - 4125 E. DUNDEE (square feet)

Current Zoning[1]: C2

Current Use of the Property: RETAIL COMMERCIAL

[1] www.northbrook.il.us/zoningmap

OVER →

Attachment: 4125 Dundee - Applicant Submittal (6692 : Preliminary Review of a Request for Special Permit for Vasa Fitness at 4125 Dundee Rd)

WFC LINCOLN SANDERS LLC

c/o Westwood Financial
10877 Wilshire Blvd., Suite 1105
Los Angeles, CA 90024

April 21, 2022

RE: AUTHORIZATION LETTER
SANDERS COURT SHOPPING CENTER LOCATED AT 4125 EAST DUNDEE ROAD, NORTHBROOK, IL 60062 ("SHOPPING CENTER")

To Whom It May Concern,

WFC Lincoln Sanders LLC ("Owner") is the owner of the aforementioned Shopping Center. The applicant ("Applicant"), VASA Fitness, LLC is proposing to lease ("Lease") the Dominick's Market space within the Shopping Center.

Owner understands Applicant is applying for a preliminary review application of zoning and subdivision relief ("Application"), and hereby authorizes Applicant to apply for the Application and pursue requested actions therein.

Should you have any questions regarding this letter, please feel free to contact me at (323) 986-4272, email tchung@westfin.com or the senior property manager, Paula Garcia at (972) 284-0922, email pgarcia@westfin.com.

Kind regards,

WFC LINCOLN SANDERS LLC,
A DELAWARE LIMITED LIABILITY COMPANY

By: Westwood Financial Corporation,
a Delaware corporation
Its: Manager

By: _____

Name: Tim Chung

Its: Associate General Counsel

Attachment: 4125 Dundee - Applicant Submittal (6692 : Preliminary Review of a Request for Special Permit for Vasa Fitness at 4125 Dundee Rd)

Attachment: 4125 Dundee - Applicant Submittal (6692 : Preliminary Review of a Request for Special

This application proposes to convert the approximately 50,000 SF vacant building located in the southeast corner of the Sanders Court retail shopping center in Northbrook, IL into a VASA Fitness. VASA is among the top 20 largest health club operators in the country with a total of 51 operating locations. They are currently the high-value low-price (HVLP) market leader in Colorado and Utah, and continue to outperform in Oklahoma, Indiana, Illinois, Wisconsin, and Arizona locations.

The property is located at the end of a multi-tenant building and is directly adjacent to a Goodwill store. Other tenants within the larger site include Bank of America, Weight Watchers, various restaurants, hair and nail salons, clothing stores, and a dance studio. The overall site contains 601 total parking spaces, which are shared among all shopping center tenants. No change to the current parking count is anticipated.

VASA's mission is to uplift communities by offering inclusive, accessible, on-trend fitness solutions. They build and nurture fitness communities where all types of people at all stages in their fitness journey can come to get healthy, happy, and have the opportunity to be social and connect with others in a meaningful way. According to the American Psychological Association, loneliness and social isolation may represent a greater public health hazard than obesity, and that impact is continuing to grow. Being part of the thriving VASA Fitness community gives people a space to not only improve physical health, but also mental health.
VASA offers top-of-the-line amenities, including a large free weights area, expansive cardio deck, two functional training turf areas, boutique-style High Intensity Interval Training and Infrared Yoga studios, a personal training cage, a variety of group fitness classes, hydro-massage lounge, basketball court, steam room, sauna, and childcare services. The facilities are typically open daily from 5am-12am and have approximately 50 employees.

Proposed interior changes to the property include demolition of all existing interior walls as well as the existing mezzanine level. The spaces would then be constructed to fulfill the functions of the fitness center above and would include all new floor, wall, and ceiling finishes. Resizing and rerouting of plumbing, mechanical, and electrical systems to serve the needs of the new tenant will likely be required.

Proposed exterior improvements include paint and/or recladding a portion of the existing façade to enhance the entry area and reflect the signature VASA aesthetic. Branding elements such as VASA's colors, logo and amenity signage, and a vertical tower component are included in all designs, though each location is unique. The typical VASA logo sign exceeds the limits of the Northbrook village signage requirements, as it is greater than 100 SF and higher than 20'-0" from grade. A special permit application will be submitted to request an increase in the allowable signage area and height. Please refer to the included illustrations and imagery for examples of exterior improvements and signage in other VASA locations.

Archived: Monday, May 15, 2023 10:28:56 AM
From: Yury Dyachenko
Sent: Thursday, May 11, 2023 2:57:14 PM
To: Pandey, Swati
Cc: Mindy Romanosky; Kirk Livingstone; Brett Schell; Kaleigh Atkins-Casey; Hilleary Steckler; Nelson, Brad; Morgenthaler, Stephanie; Omar Hussein; Mindi Bridges; Lauren Ball; Tim Chung; Renaldo Gallagher; Paula Garcia
Subject: RE: 4125 Dundee - Vasa Prelim Application
Response requested: Yes
Importance: Normal
Attachments:
VASA Fitness (Northbrook) - Sign Package 02.pdf

Hi Swati,

We have compiled the answers to your questions from May 5 email. Please see below are responses from our team members. Please let me know if you need additional information.

1. Please provide a Plat of Survey for the property showing the parking lot. Westwood Financial will provide
2. How long has the tenant space (4125 Dundee) been vacant? Westwood Financial will provide
3. Are the elevations submitted for Vasa representational only, or is this the actual proposed exterior for this tenant unit? REPRESENTATIONAL
4. Additional signage details would be required such as – dimensions of the actual façade, the proposed sign, and the sign height. This information can be provided on the elevation plans as well. Please see attached file
5. Would there be any kids classes held at the facility or is it just adult group fitness? Is there a minimum age of the attendees? Group Fitness, min age is 12 years old. We will have an onsite Kid Care where we provide care while parents are onsite, and we offer Kids activities like crafts, kid fit exercises, science, reading, etc. kids are in Kid Care from 6 weeks to 11 years old and eligible for a membership at 12 years old
6. What will be the peak employee count within operation hours? Total Employee Count is generally 20 or less during peak, that includes all departments
7. Based on the design of the facility what can be the maximum occupancy inside the facility, including group classes running at full capacity. 885 is our anticipated occupant load, currently. This may fluctuate/alter as we finalize code reviews/occupancy information and complete the design, but this is our current occupancy count that should be used

Attachment: 4125 Dundee - Applicant Submittal (6692 : Preliminary Review of a Request for Special Permit for Vasa Fitness at 4125 Dundee Rd)

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8.

BUILDING ANALYSIS

BUILDING HEIGHT:	25' - 0"
BUILDING STORIES:	1-STORY
BUILDING OCCUPANCIES:	A-3, B, S-1, I-4, E
OCCUPANCY SEPARATION REQUIRED PER IBC 508.4:	NONE

SQUARE FOOTAGE PER OCCUPANCY PER STORY:	SF	OCC. LOAD
A-3	39561 ft²	797
B	4750 ft²	34
E	1557 ft²	45
S-1	1915 ft²	10
TOTAL OCCUPIED SQUARE FOOTAGE:	47783 ft²	886

9. Within the hours of operation, would there be employees present at all times or is there any automated access for members? Employees will be always present

Thank you,

Yury Dyachenko
Director of Project Management
VASA Fitness Corporate
910-209-3061

From: Hilleary Steckler <hilleary.s@VasaFitness.com>
Sent: Monday, May 8, 2023 2:01 PM
To: Yury Dyachenko <yury.dyachenko@vasafitness.com>; Kirk Livingstone <kirk@vasafitness.com>; Brett Schell <brett.schell@vasafitness.com>
Cc: Mindy Romanosky <mromanosky@vasafitness.com>; Cindy Baker <cindy@allied-sign.com>; Morgenthaler, Stephanie <smorgenthaler@F-W.com>
Subject: FW: 4125 Dundee - Vasa Prelim Application

To help answer questions while I'm out. This are the VASA items. I've identified who needs to respond.
Thanks,
Hilleary

From: Omar Hussein <OHussein@westfin.com>
Sent: Friday, May 5, 2023 5:23 PM
To: Pandey, Swati <Swati.Pandey@northbrook.il.us>
Cc: Kohlstedt, Michaela <michaela.kohlstedt@northbrook.il.us>; Brett Schell <brett.schell@vasafitness.com>; Hilleary Steckler <hilleary.s@VasaFitness.com>; Kirk Livingstone <kirk@vasafitness.com>; Mindi Bridges <Mindi.Bridges@vasafitness.com>; Lauren Ball <LBall@westfin.com>; Tim Chung <tchung@westfin.com>; Renaldo Gallagher

VASA's Purpose

WHAT WE ARE ON A MISSION TO DO

VASA uplifts communities and members by providing a fitness experience that is:

- ✓ Premium
- ✓ On-Trend
- ✓ Affordable
- ✓ Inclusive
- ✓ Approachable
- ✓ Accessible

This ***unique combination*** can be seen, felt, and experienced throughout all areas of VASA's clubs.

At VASA, ***everyone belongs!***



Attachment: 4125 Dundee - Applicant Submittal (6692 : Preliminary Review of a Request

How VASA Delivers On Value Proposition

Every decision made, from new club locations and class offerings to the people hired, is evaluated through the lens of VASA's ***brand values and approach to company culture***

With the best and most beautiful spaces, the broadest range of premium amenities under one roof, and ability to create a place of true belonging, VASA is positioned as the ***clear leader in the HVLP fitness category***

VASA is more than just a gym…the brand is brought to life every day through people – and by people, VASA means team members AND members

VASA is a family, and works hard to support, uplift and celebrate everyone who walks through their doors, no matter where they are in their fitness journey



Attachment: 4125 Dundee - Applicant Submittal (6692 : Preliminary Review of a Request

VASA Fitness is a Unique HVLP Concept

LEADING HIGH VALUE, LOW PRICE (“HVLP”) FITNESS CLUB

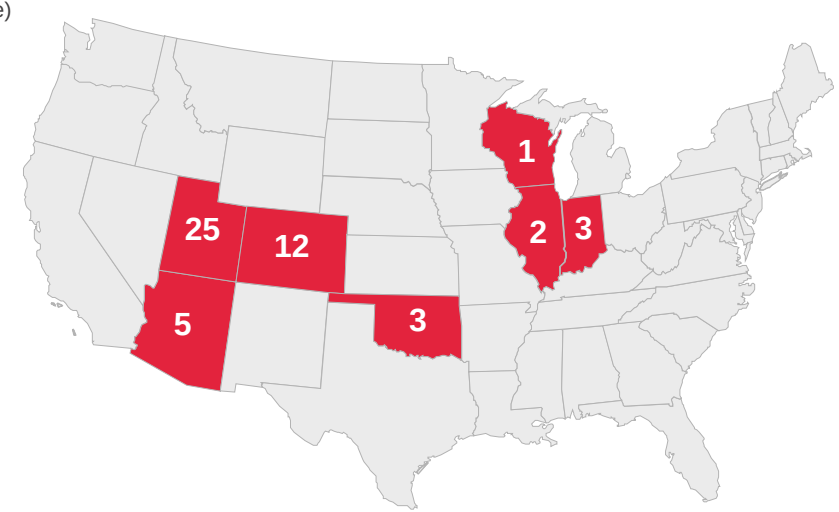
- VASA offers members a premium, elevated fitness experience at value prices for as low as $9.99 per month
- Extensive range of amenities not typically offered by other HVLP clubs, including exclusive branded studio classes
- 51 company-owned clubs averaging 50,000 sq. ft. featuring signature, upscale aesthetics across 7 states

A UNIQUELY ACCESSIBLE, COMMUNITY-FIRST FITNESS EXPERIENCE

- Basic ($9.99 / Mo), Fitness ($24.99 / Mo) and STUDIO ($39.99 / Mo) – provides members with ability to customize fitness experience
- Signature aesthetics create an upscale and aspirational space
- Clubs appeal to a broad demographic, with consumers seeking a supportive, community focused brand
- Communal spaces designed for social engagement among members – a first in the category

51 CLUBS ACROSS SEVEN STATES

(Clubs by State)



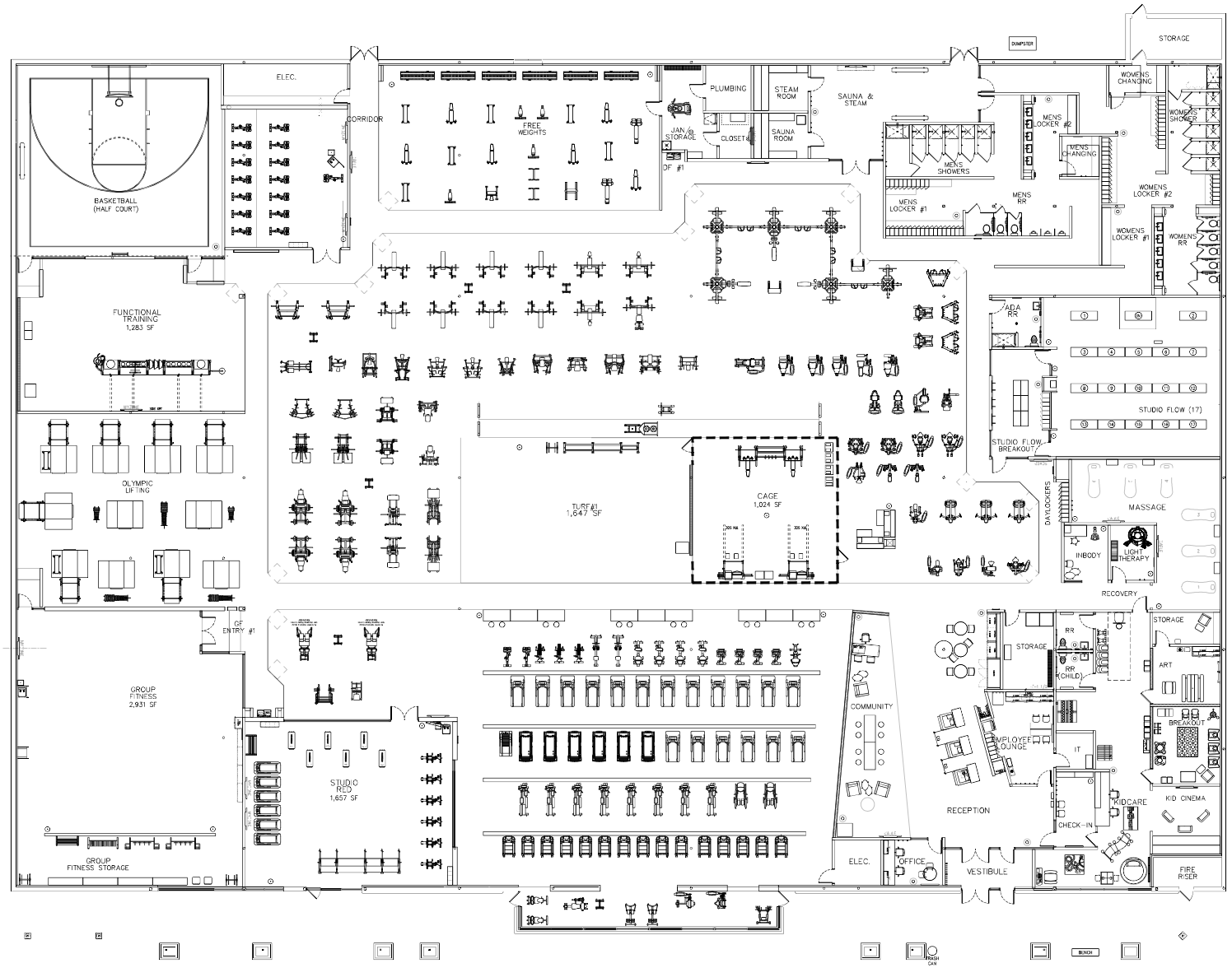








Attachment: 4125 Dundee - Applicant Submittal (6692 : Preliminary Review of a Request



VASA FITNESS

CONCEPTUAL FLOOR PLAN

Farnsworth GROUP

VASA FITNESS

Attachment: 4125 Dundee - Applicant Submittal (6692 : Preliminary Review of a Request for Special





VASA FITNESS

CONCEPTUAL EXTERIOR DESIGN

Farnsworth GROUP

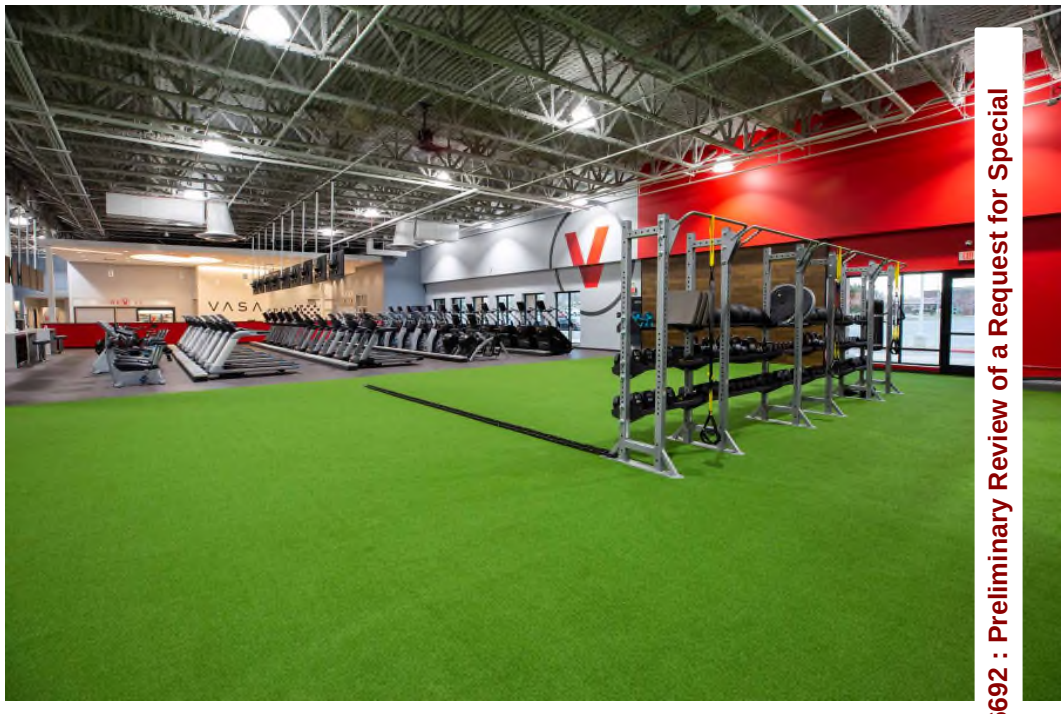
VASA FITNESS

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Attachment: 4125 Dundee - Applicant Submittal (6692 : Preliminary Review of a Request for Special





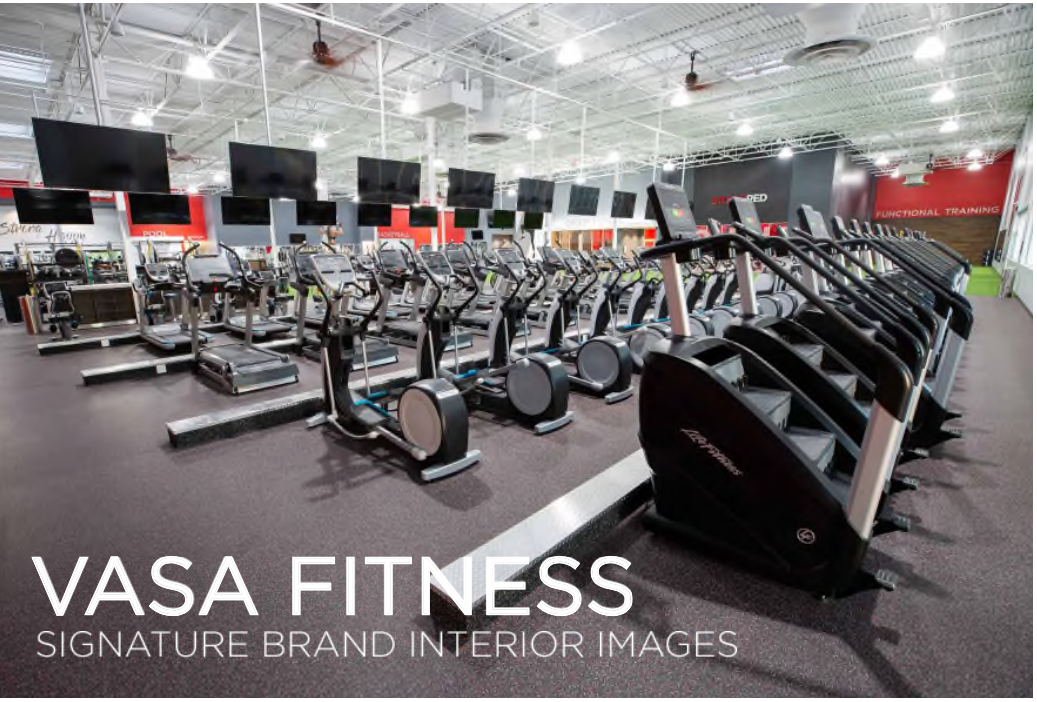




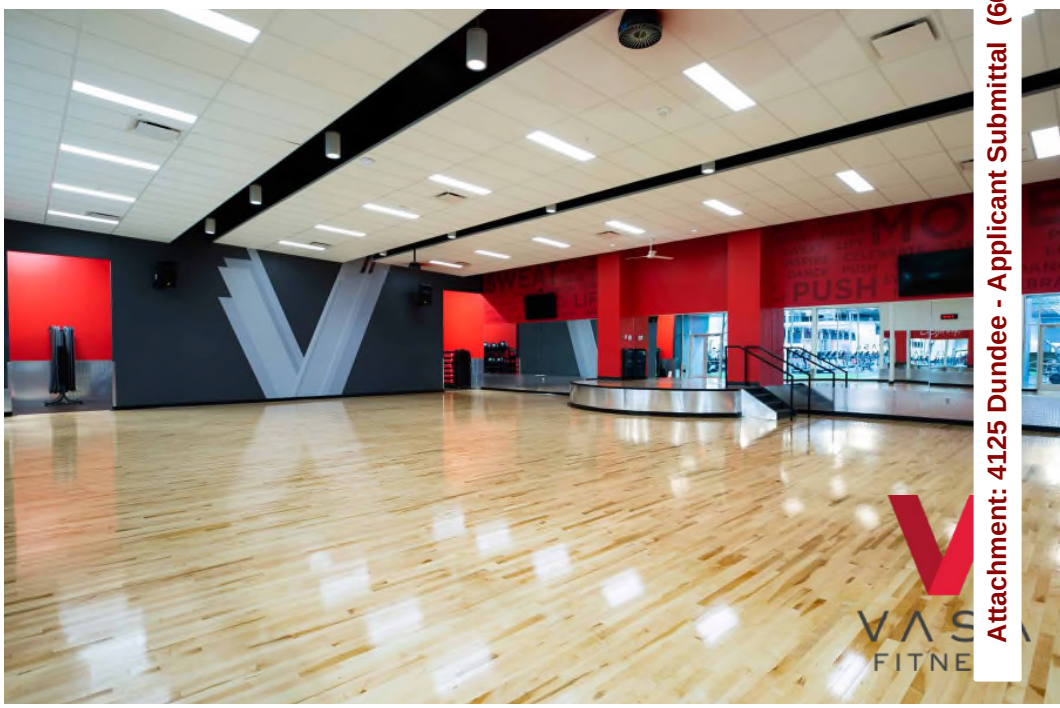
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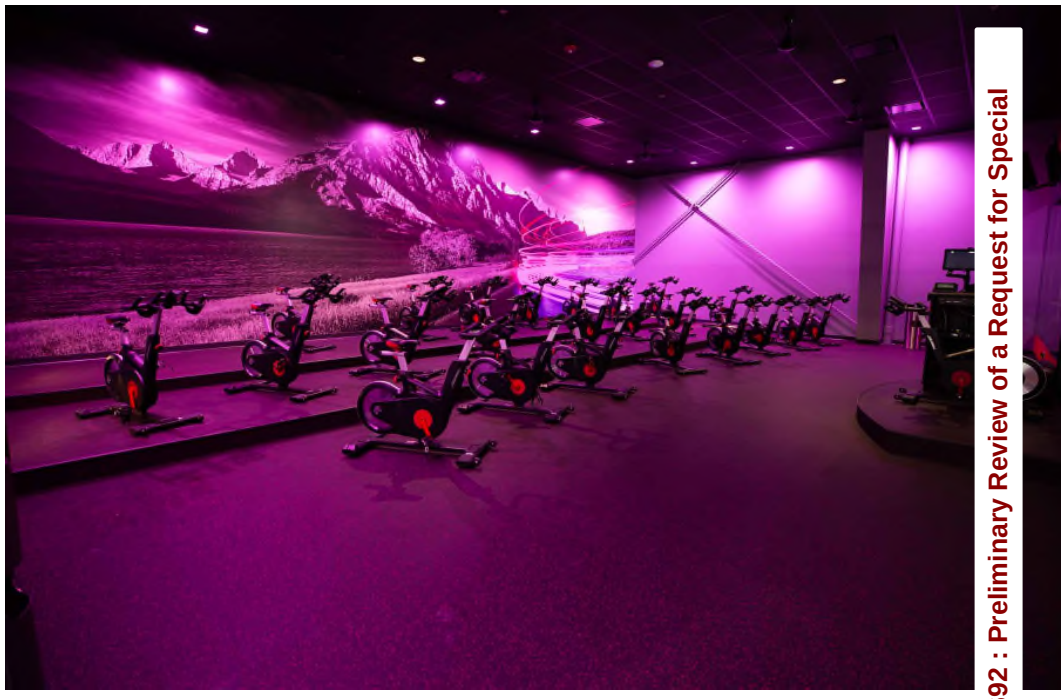


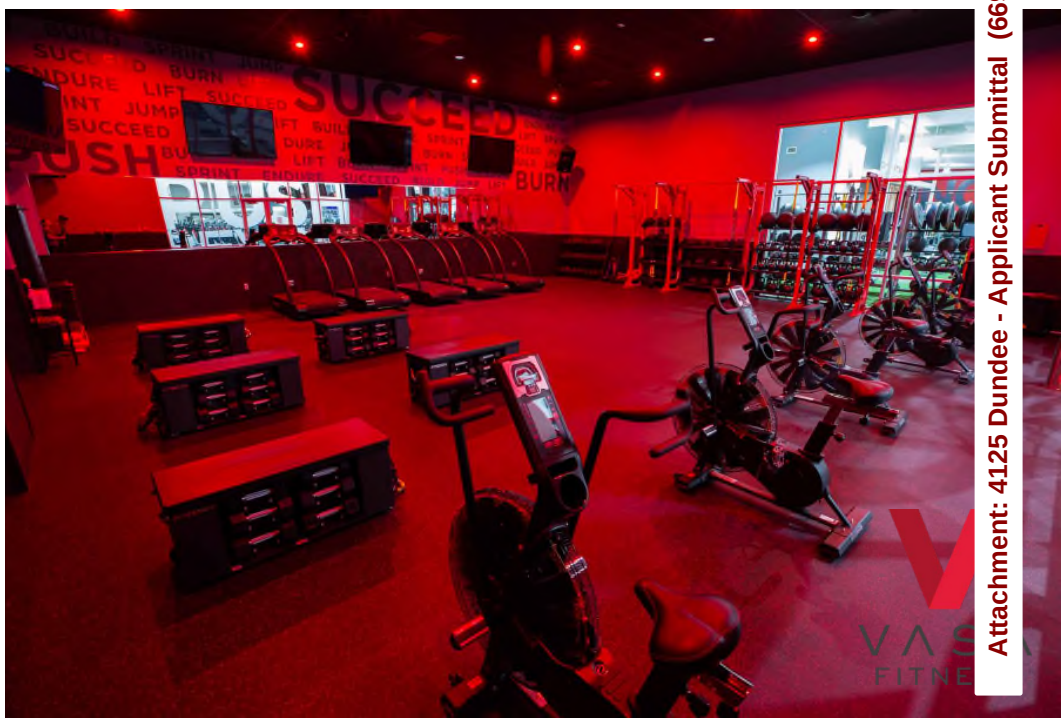
VASA FITNESS
SIGNATURE BRAND INTERIOR IMAGES



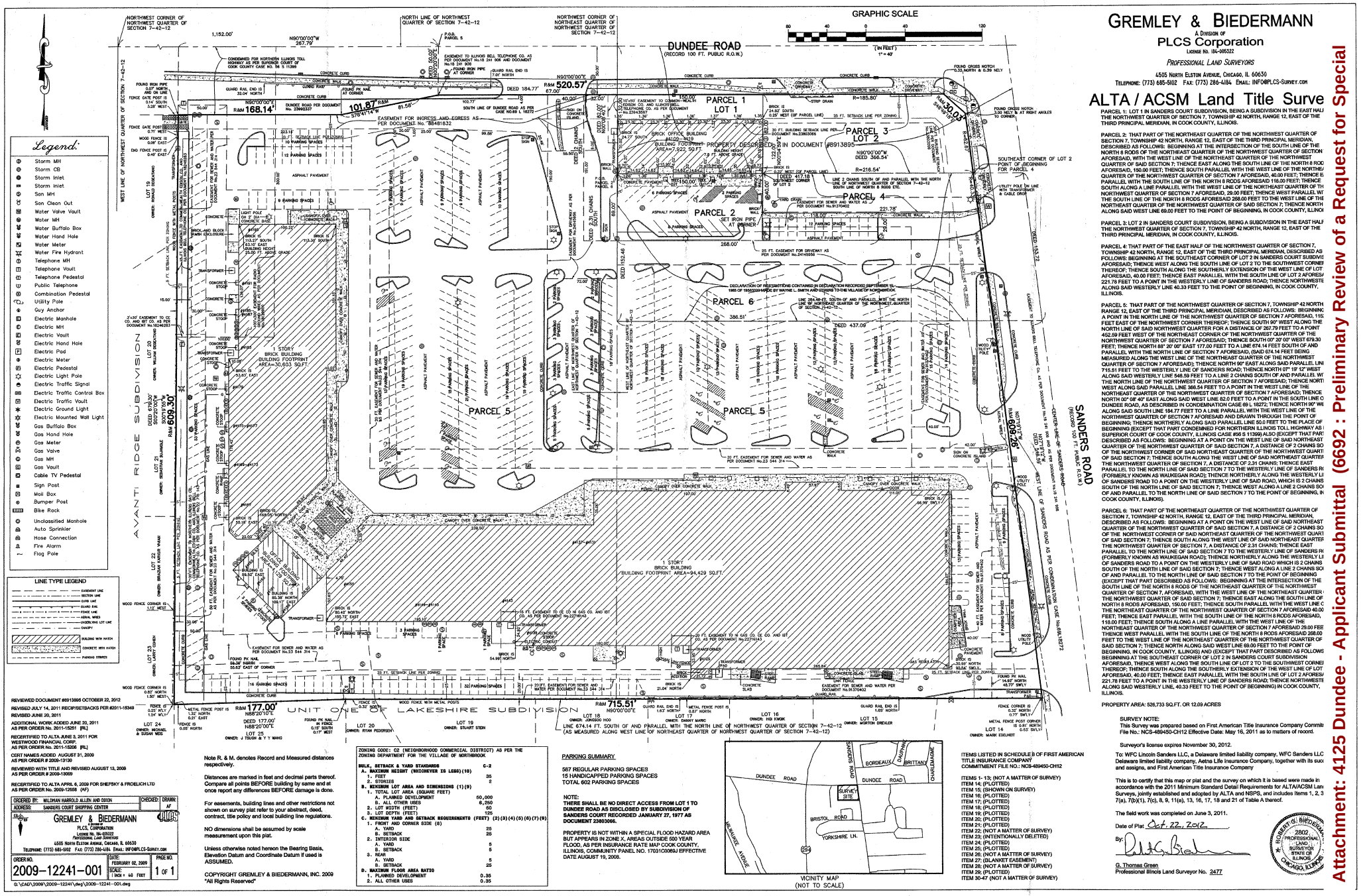
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Attachment: 4125 Dundee - Applicant Submittal (6692 : Preliminary Review of a Request for Special


GRAPHIC SCALE
80 40 0 40 120
(IN FEET)
1" = 40'
DUNDEE ROAD
(RECORD 100 FT. PUBLIC R.O.W.)
SANDERS ROAD
(RECORD 100 FT. PUBLIC R.O.W.)
AVANTI RIDGE SUBDIVISION
UNIT ONE OF LAKESHIRE SUBDIVISION
PARCEL 1
LOT 1
PARCEL 2
LOT 2
PARCEL 3
LOT 2
PARCEL 4
PARCEL 5
PARCEL 6
BRICK OFFICE BUILDING
BUILDING FOOTPRINT AREA=7,922 SQ.FT.
1 STORY
BRICK BUILDING
BUILDING FOOTPRINT
AREA=30,603 SQ.FT.
1 STORY
BRICK BUILDING
BUILDING FOOTPRINT AREA=94,429 SQ.FT.
PROPERTY DESCRIBED IN DOCUMENT #89138954
N90°00'00"W
DEED 366.54'
R=216.54'
R=185.80'
R&M 520.57
R&M 168.14'
101.87' R&M
N90°00'00"E 67.00'
N90°00'00"E 184.77'
N90°00'00"E 287.79'
N90°00'00"W 267.79'
1,152.00'
R&M 609.30'
DEED 609.26'
R&M 177.00'
R&M 715.51'
DEED 177.00'
DEED 715.51'
DEED 437.09'
DEED 152.46'
DEED 152.72'
DEED 2.31 CHAINS SOUTH
DEED 65.00'
DEED 42.00'
DEED 67.00'
DEED 678.30'
DEED 678.50'
S00°19'55"W
S00°19'55"W
N88°20'10"E
N88°20'00"E
S88°20'10"W
S88°20'00"W
S76°41'14"W
S13°30'03"E
S13°30'03"E
S00°00'00"E
S00°00'00"E
S00°00'00





VASA FITNESS - NORTHBROOK

EXTERIOR CONCEPT DESIGN

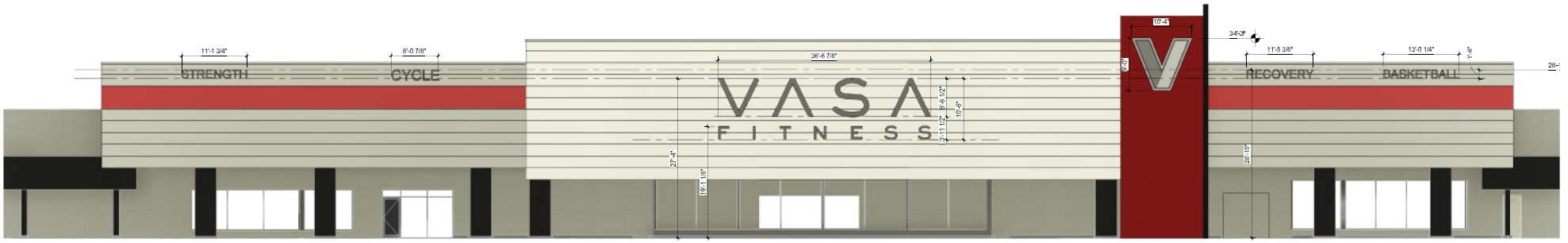
NORTHBROOK, IL | 5/10/2023

VASA FITNESS | Farnsworth GROUP

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Attachment: 4125 Dundee - Applicant Submittal (6692 : Preliminary Review of a Request for Special

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VASA FITNESS

CONCEPTUAL SIGN PLAN

Farnsworth GROUP

VASA FITNESS