



# Village of Northbrook

## Board of Trustees

### REGULAR MEETING AGENDA

**SANDRA "SANDY" FRUM BOARD ROOM  
NORTHBROOK VILLAGE HALL, 1225 CEDAR LANE  
TUESDAY, AUGUST 22, 2023**

**7:30 PM**

**1. ROLL CALL**

**2. PLEDGE OF ALLEGIANCE**

**3. MINUTES APPROVAL**

A. Review and Approval of the August 8, 2023 Regular Board of Trustees Meeting Minutes

**4. PUBLIC COMMENT TIME**

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

**5. MANAGER'S REPORT**

**6. WARRANT LIST**

A. Review and Approval of Payments to Be Made

**ATTACHMENTS:**

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

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

**ATTACHMENTS:**

- Frontage Deposit List Dated August 14, 2023

**7. PRESIDENT'S REPORT**

A. COMMUNITY MOMENT

**B. RESOLUTION NO.23-**

A Resolution Recognizing Rachel Olshansky for her Athletic Achievements

**C. PROCLAMATION:**

A Proclamation Recognizing Chamber of Commerce Week 2023

**D. PROCLAMATION:**

A Proclamation Recognizing September 2023 as Suicide Prevention Awareness Month

**8. CONSENT AGENDA**

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

**A. RESOLUTION NO.23-**

A Resolution Authorizing a Master Services Agreement and Service Order Agreements with Comcast Business for Internet Services

**ATTACHMENTS:**

- Comcast Business Master Services Agreement
- Comcast Business Service Order Agreement - Fire Alarm 1
- Comcast Business Service Order Agreement - Fire Alarm 2
- Comcast Business Service Order Agreement - Guest Wireless

**B. RESOLUTION NO.23-**

A Resolution Approving ARPA Audit Services

**ATTACHMENTS:**

- Exhibit A - ARPA Examination Engagement Letter

**C. RESOLUTION NO.23-**

A Resolution to Appoint an Authorized Agent to the Illinois Municipal Retirement Fund

**D. RESOLUTION NO.23-**

A Resolution to Appoint a Plan Coordinator to MissionSquare Retirement

**COMMITTEE REPORTS****9. ADMINISTRATION AND FINANCE****A. Public Hearing on Creation of Proposed Tax Increment Financing District and Approval of Redevelopment Plan and Project at 1515 Lake Cook Road****ATTACHMENTS:**

- Joint Review Board Resolution - Recommend Approval of Redevelopment 1515 Lake
- Northbrook Ct II TIF Report 20230616
- Northbrook Court II TIF Public Hearing Notice

B. Public Hearing on Designation of Proposed Northbrook Court Business District, Approval of Business District Plan, and Imposition of Additional Sales Taxes at 1515 Lake Cook Road

**ATTACHMENTS:**

- Northbrook Ct Business District Report 20230616
- Northbrook Court Business District Public Hearing Notice

**10. PLANNING AND ECONOMIC DEVELOPMENT****A. PRELIMINARY REVIEW - ZONING & DEVELOPMENT APPLICATIONS**

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

1. Preliminary Review of a Request for a Zoning Code Amendment for Driveway Paving Materials

**ATTACHMENTS:**

- 1- 1855 Happ - Application Summary, Aerials, Site Photos
- 2 - 1855 Happ - Staff Report 8-22-23 - Sustainability Addendum
- A - 1855 Happ - Applicant Submittal

**11. COMMUNITY AND SUSTAINABILITY****12. PUBLIC WORKS AND FACILITIES**

A. Discussion related to 2002 Walters Avenue - the Civic Building

**ATTACHMENTS:**

- 2002 Walters Lease

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

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

VILLAGE OF NORTHBROOK  
COOK COUNTY, ILLINOIS  
Tuesday, August 22, 2023

## VILLAGE OF NORTHBROOK

GENERAL LEDGER SYSTEM  
WARRANT LISTAUGUST 1, 2023 - AUGUST 15, 2023  
FOR 08/22/23 MEETING

CHECK NUMBER	VENDOR NAME	PURPOSE	AMOUNT
303740	ACE NORTHBROOK HARDWARE & RENTAL	SUPPLIES - PD	431.72
303767	ACHIEVE FOOTWEAR INC	UNIFORMS - FD	105.00
5948(A)	ADDIS LAW GROUP	LEGAL SERVICES - GG	17,000.00
303789	ADVANCED ELEVATOR COMPANY	PROFESSIONAL SERVICES - PW	1,950.00
5910(A)	ADVANCED TREE CARE	SERVICES - PW (*)	7,585.00
5911(A)	AIR ONE EQUIPMENT INC	TOOLS - FD	1,650.00
303795	ALAN SMITH	REIMBURSEMENT - PD	327.18
5912(A)	ALEXANDER CHEMICAL CORPORATION	SUPPLIES - PW	6,368.00
303809	ALI BAGHERIAN	UTILITY REFUND - FIN	15.56
303771	ALLEGRA MARKETING, PRINT AND MAIL	PRINTING - PD	271.05
5945(A)	ALPHA BUILDING MAINTENANCE SERVICE	PROFESSIONAL SERVICES - PW (*)	9,013.03
303715	ALPHA PAINTWORKS INC.	PROFESSIONAL SERVICES - PW (*)	32,340.00
303794	AMANDA WRANN	REIMBURSEMENT - PD	263.85
5942(A)	AMAZON.COM SERVICES, INC.	SUPPLIES - PD	1,619.09
5946(A)	AMERICAN PRINTING TECHNOLOGIES INC	PRINTING - GG	6,531.82
303786	AMERICAN TAXI DISPATCH, INC	SENIOR TRANSPORTATION - FIN	170.00
303716	AMERICAN WATER WORKS ASSOCIATION	MEMBERSHIP - PW	4,325.00
303796	ANGELIKA MCGEE	REIMBURSEMENT - PD	12.68
303718	AQUATIC ECOSYSTEM MANAGEMENT, INC	SERVICES - PW	549.99
5913(A)	ARLINGTON POWER EQUIPMENT	PARTS - PW	772.73
303721	ARTHUR CLESEN, INC.	SUPPLIES - PW	1,480.00
303764	ARTISTIC ENGRAVING	UNIFORMS - PD	4,273.16
303720	AT&T MOBILITY NATIONAL ACCOUNTS LLC	TELECOMMUNICATIONS - IT	7,246.73
303775	BACKFLOW SOLUTIONS, INC.	PROFESSIONAL SERVICES - PW (*)	5,787.57
5914(A)	BAXTER & WOODMAN INC.	PROFESSIONAL SERVICES - PW (*)	33,348.72
5915(A)	BS&A SOFTWARE	ANNUAL MAINTENANCE - IT (*)	72,129.00
303766	BUILDERS ASPHALT, LLC	MATERIALS - PW	1,668.64
5940(A)	CABCONNECT	SENIOR TRANSPORTATION - FIN	65.05
303807	CARY STONE-GREENSTEIN	VEHICLE STICKER REFUND - FIN	15.00
303719	CDS OFFICE TECHNOLOGIES	PARTS - PW	133.63
5916(A)	CDW GOVERNMENT INC.	EQUIPMENT - IT	5,940.72
303768	CENTER FOR INTERNET SECURITY, INC.	ANNUAL SUBSCRIPTION - IT	10,680.00
303756	CINTAS CORPORATION #2	UNIFORMS - PW	87.47
5938(A)	CIVICPLUS, INC.	SERVICES - GG	1,667.89
303722	COMCAST CABLE	CABLE - PW	31.56
303723	COMMONWEALTH EDISON COMPANY	UTILITIES - PW	5,639.34
303773	CONSERV FS, INC	SUPPLIES - PW	2,374.41
303783	CONSTELLATION ENERGY CORPORATION	UTILITIES - PW	52,311.92
303724	COOK COUNTY HIGHWAY DEPT.	SERVICES - PW	11,463.45
303762	CUMMINS SALES AND SERVICE	SERVICES - PW	200.22
303725	EL-COR INDUSTRIES, INC.	PARTS - PW	1,172.78
5944(A)	ELROD FRIEDMAN LLP	LEGAL SERVICES - GG	64,784.00
303805	ERIC BEAR	REIMBURSEMENT - PW	120.00
303726	EVIDENT, INC.	SUPPLIES - PD	68.00
303785	FGM ARCHITECTS INC	PROFESSIONAL SERVICES - PW (*)	10,940.00
5939(A)	FIRE SAFETY CONSULTANTS, INC	PROFESSIONAL SERVICES - FD	475.00
5941(A)	FIRST CHOICE COFFEE SERVICES	SUPPLIES - PW	752.11
303787	FLECK'S LANDSCAPING	PROFESSIONAL SERVICES - PW (*)	11,534.28
303782	FLOCK GROUP INC	PROFESSIONAL SERVICES - PD (*)	12,500.00
303727	FOOT STONE, INC.	PROFESSIONAL SERVICES - PW (*)	3,138.83
5917(A)	GALLS, LLC	UNIFORMS - PD	830.19
303729	GEWALT HAMILTON ASSOCIATES, INC.	PROFESSIONAL SERVICES - PW (*)	29,771.13

## VILLAGE OF NORTHBROOK

GENERAL LEDGER SYSTEM  
WARRANT LISTAUGUST 1, 2023 - AUGUST 15, 2023  
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CHECK NUMBER	VENDOR NAME	PURPOSE	AMOUNT
303728	GOLF MILL FORD	PARTS - PW	2,148.99
5918(A)	GRAINGER	SUPPLIES - FD	332.42
303806	GRZEGORZ BURZAWA	REIMBURSEMENT - PW	1,050.00
303730	HASTINGS AIR ENERGY CONTROL	PARTS - PW	429.02
5919(A)	HAVEY COMMUNICATIONS, INC.	PARTS - PW	207.00
303763	HEALTH INSPECTION PROFESSIONALS INC	PROFESSIONAL SERVICES - DPS	5,500.00
303731	IDLEWOOD ELECTRIC SUPPLY, INC.	SUPPLIES - PW	126.86
303770	IL DEPARTMENT OF INNOVATION	TELECOMMUNICATIONS - IT	1,833.91
303732	INTERSTATE ALL BATTERY CENTER	SUPPLIES - PW	192.00
303733	INTERSTATE POWER SYSTEMS, INC.	PARTS - PW	58.08
303769	J & B SOLUTIONS TO HEALTHY TREES	SERVICES - PW	1,410.00
5929(A)	J.F. WAGNER PRINTING COMPANY	PRINTING - PD	318.00
303734	J.G. UNIFORMS, INC.	UNIFORMS - PD	813.00
5920(A)	KIESLER POLICE SUPPLY, INC.	SUPPLIES - PD	1,062.00
303788	KNAPHEIDE-EQUIPMENT CO-CHICAGO	EQUIPMENT - PW	7,283.00
303757	LABSOURCE, INC.	SUPPLIES - FD	1,066.32
303760	LEXISNEXIS RISK SOLUTIONS	SERVICES - PD	1,266.67
5921(A)	LOGSDON OFFICE SUPPLY	SUPPLIES - PW	995.71
5927(A)	M.E.S.	MAINTENANCE - FD	420.50
5943(A)	MACQUEEN EMERGENCY GROUP	PARTS - PW	449.57
303808	MARY GANTZ	VEHICLE STICKER REFUND - FIN	15.00
303735	MAURO SEWER CONSTRUCTION, INC.	PROFESSIONAL SERVICES - PW (*)	758,315.47
5923(A)	MC MASTER-CARR SUPPLY COMPANY	SUPPLIES - PW	521.38
5924(A)	MEADE INC.	SERVICES - PW	2,334.50
5947(A)	MERCHANTS' CREDIT GUIDE CO.	COLLECTIONS - FIN	470.80
5925(A)	MGP, INC.	PROFESSIONAL SERVICES - PW (*)	18,540.00
5934(A)	MICHAEL WAGNER & SONS, INC	SUPPLIES - PW	335.37
303784	MICHIO MURAKISHI	PROFESSIONAL SERVICES - DPS	10,145.89
5926(A)	MOTOROLA SOLUTIONS, INC.	SERVICES - PD	6,547.00
303804	MR. AND MRS. GOODMAN	REIMBURSEMENT - PW	585.00
303779	MUNICIPAL SYSTEMS LLC	ANNUAL MAINTENANCE - IT	1,255.83
303772	NAPA AUTO PARTS	PARTS - PW	1,084.66
303790	NELBUD SERVICES, LLC	SERVICES - PW	7,260.85
303741	NICOR	UTILITIES - PW	1,572.71
303736	NIPSTA	TRAINING - FD	550.00
303737	NIPSTA	TRAINING - FD	550.00
303738	NIPSTA	TRAINING - FD	200.00
303739	NORTH AMERICAN CORP. OF ILLINOIS	SUPPLIES - PW	2,444.44
303742	NORTH SHORE GAS COMPANY	UTILITIES - PW	170.63
303781	PACE ANALYTICAL SERVICES, LLC	SERVICES - PW	604.60
303761	PARTNERS & PAWS VETERINARY SERVICE	K-9 CARE - PD	663.20
303792	PEN-LINK, LTD	SUBSCRIPTION - PD	999.00
303791	PLUNKETT'S PEST CONTROL, INC	SERVICES - PW	140.01
5928(A)	POMP'S TIRE SERVICE, INC.	SERVICES - PW	3,738.64
303765	POSTAL SOURCE	SUPPLIES - FIN	94.95
303744	PROTANIC, INC.	SERVICES - PW	1,260.00
303745	PUMPBIZ, INC.	SUPPLIES - PW	360.13
303743	RAY O'HERRON CO., INC.	SUPPLIES - PD	74.99
303746	RAYNOR DOOR COMPANY	SERVICES - PW	492.80
5930(A)	REALTY & MORTGAGE CO.	SHF EXPENSE REIMB - FIN	23,280.75
303797	RICHARD RASH	REIMBURSEMENT - PD	23.36
303774	RICKMAN CONTRACT SERVICES, INC.	PROFESSIONAL SERVICES - FIN	6,500.00

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FOR 08/22/23 MEETING

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303798	ROBERT BUJAK	REIMBURSEMENT - PD	157.43
303793	ROBERTS ENVIRONMENTAL CONTROL CORP	SERVICES - PW	723.00
303802	SAROLTA TORMA & LASZLO NAGY	ESCROW RELEASE - PW	19,350.00
303803	SCOTT AND AMY FAIRBANKS	ESCROW RELEASE - PW	300.00
5931(A)	SIRCHIE	SUPPLIES - PD	213.61
303747	SPAULDING MFG, INC.	PARTS - PW	208.85
303748	SPOK, INC.	PAGERS - PW	59.76
303749	STANDARD EQUIPMENT COMPANY	PARTS - PW	123.09
303800	STEVE FRITZ	MEMBERSHIP - PW	135.00
303801	STEVE MORRIS	FACILITIES - FD	56.36
303750	SUNSET FOOD MART, INC.	SUPPLIES - PD	482.85
303751	SWANSONS BLOSSOM SHOP	SERVICE RECOGNITION - FD	94.95
5922(A)	TERRI LUECHT	SUPPLEMENT PAYMENT - FIN	1,659.00
303778	THALMANN ALIGNMENT INC	SERVICES - PW	80.00
303752	THEODORE POLYGRAPH SERVICE INC	PROFESSIONAL SERVICES - FD	400.00
303753	THOMPSON ELEVATOR INSPECTION	PROFESSIONAL SERVICES - DPS	100.00
303755	THOMSON REUTERS	SUBSCRIPTION - PD	316.83
303780	TODAY'S UNIFORMS INC.	UNIFORMS - FD	1,055.95
303799	TODD FEINGOLD	REIMBURSEMENT - PD	1,646.29
303777	UNITED DISPATCH	SENIOR TRANSPORTATION - FIN	45.00
5933(A)	USALCO	PROFESSIONAL SERVICES - PW (*)	4,402.13
303776	VERIZON CONNECT NWF INC.	SERVICES - PW	1,136.29
303717	VILLAGE OF NORTHBROOK ANGEL FUND	DONATION - FIN	16.28
303754	VOLLMAR CLAY PRODUCTS CO.	SUPPLIES - PW	409.00
5935(A)	WATER RESOURCES INC	PROFESSIONAL SERVICES - PW (*)	9,770.00
5932(A)	WEIDNER FARMS MATERIAL INC.	MATERIALS - PW	1,573.31
303758	WHEEL-INN BODY & MOTOR WORKS	SERVICES - PW	16,643.92
5936(A)	WILMETTE TRUCK AND BUS SERVICE, INC	SERVICES - PW	120.00
303759	WILSON LAWN & LANDSCAPE, LLC	PROFESSIONAL SERVICES - DPS	520.00
5937(A)	ZEP SALES & SERVICE	SUPPLIES - PW	399.71
CLASS 'A' TOTAL			1,384,226.12

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GENERAL LEDGER SYSTEM  
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CHECK NUMBER	VENDOR NAME	PURPOSE	AMOUNT
<b>CLASS 'B' WARRANTS</b>			
303696	AUDIO VISUAL ONE LLC	EQUIPMENT - GG	3,825.00
383(E)	CHASE CARD SERVICES	VILLAGE CREDIT CARD - FIN	25,110.92
384(E)	CHASE CARD SERVICES	VILLAGE CREDIT CARD - FIN	18,958.38
303698	ILLINOIS SECRETARY OF STATE	LICENSE PLATES - PW	8.00
303702	NIPSTA	TRAINIING - FD	950.00
8/15/23	PAYROLL	8/15/2023 PAYROLL	1,019,174.75
<b>CLASS 'B' TOTAL</b>			<b>1,068,027.05</b>
<b>REPORT TOTAL</b>			<b>2,452,253.17</b>

by roll call vote of the Northbrook Village Board of Trustees at a duly noticed official meeting on the \_\_\_\_\_ day  
of \_\_\_\_\_ 20\_\_\_\_.

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 Village President

ATTEST: \_\_\_\_\_

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GENERAL LEDGER SYSTEM  
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303729	GEWALT HAMILTON ASSOCIATES, INC.	PROFESSIONAL SERVICES - PW (*)	29,771.13
5930(A)	REALTY & MORTGAGE CO.	SHF EXPENSE REIMB - FIN	23,280.75
303802	SAROLTA TORMA & LASZLO NAGY	ESCROW RELEASE - PW	19,350.00
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303784	MICHIO MURAKISHI	PROFESSIONAL SERVICES - DPS	10,145.89
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5945(A)	ALPHA BUILDING MAINTENANCE SERVICE	PROFESSIONAL SERVICES - PW (*)	9,013.03
5910(A)	ADVANCED TREE CARE	SERVICES - PW (*)	7,585.00
303788	KNAPHEIDE-EQUIPMENT CO-CHICAGO	EQUIPMENT - PW	7,283.00
303790	NELBUD SERVICES, LLC	SERVICES - PW	7,260.85
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5946(A)	AMERICAN PRINTING TECHNOLOGIES INC	PRINTING - GG	6,531.82
303774	RICKMAN CONTRACT SERVICES, INC.	PROFESSIONAL SERVICES - FIN	6,500.00
5912(A)	ALEXANDER CHEMICAL CORPORATION	SUPPLIES - PW	6,368.00
5916(A)	CDW GOVERNMENT INC.	EQUIPMENT - IT	5,940.72
303775	BACKFLOW SOLUTIONS, INC.	PROFESSIONAL SERVICES - PW (*)	5,787.57
303723	COMMONWEALTH EDISON COMPANY	UTILITIES - PW	5,639.34
303763	HEALTH INSPECTION PROFESSIONALS INC	PROFESSIONAL SERVICES - DPS	5,500.00
5933(A)	USALCO	PROFESSIONAL SERVICES - PW (*)	4,402.13
303716	AMERICAN WATER WORKS ASSOCIATION	MEMBERSHIP - PW	4,325.00
303764	ARTISTIC ENGRAVING	UNIFORMS - PD	4,273.16
5928(A)	POMP'S TIRE SERVICE, INC.	SERVICES - PW	3,738.64
303727	FOOT STONE, INC.	PROFESSIONAL SERVICES - PW (*)	3,138.83
303739	NORTH AMERICAN CORP. OF ILLINOIS	SUPPLIES - PW	2,444.44
303773	CONSERV FS, INC	SUPPLIES - PW	2,374.41
5924(A)	MEADE INC.	SERVICES - PW	2,334.50
303728	GOLF MILL FORD	PARTS - PW	2,148.99
303789	ADVANCED ELEVATOR COMPANY	PROFESSIONAL SERVICES - PW	1,950.00
303770	IL DEPARTMENT OF INNOVATION	TELECOMMUNICATIONS - IT	1,833.91
303766	BUILDERS ASPHALT, LLC	MATERIALS - PW	1,668.64
5938(A)	CIVICPLUS, INC.	SERVICES - GG	1,667.89
5922(A)	TERRI LUECHT	SUPPLEMENT PAYMENT - FIN	1,659.00
5911(A)	AIR ONE EQUIPMENT INC	TOOLS - FD	1,650.00
303799	TODD FEINGOLD	REIMBURSEMENT - PD	1,646.29
5942(A)	AMAZON.COM SERVICES, INC.	SUPPLIES - PD	1,619.09
5932(A)	WEIDNER FARMS MATERIAL INC.	MATERIALS - PW	1,573.31
303741	NICOR	UTILITIES - PW	1,572.71
303721	ARTHUR CLESEN, INC.	SUPPLIES - PW	1,480.00

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303744	PROTANIC, INC.	SERVICES - PW	1,260.00
303779	MUNICIPAL SYSTEMS LLC	ANNUAL MAINTENANCE - IT	1,255.83
303725	EL-COR INDUSTRIES, INC.	PARTS - PW	1,172.78
303776	VERIZON CONNECT NWF INC.	SERVICES - PW	1,136.29
303772	NAPA AUTO PARTS	PARTS - PW	1,084.66
303757	LABSOURCE, INC.	SUPPLIES - FD	1,066.32
5920(A)	KIESLER POLICE SUPPLY, INC.	SUPPLIES - PD	1,062.00
303780	TODAY'S UNIFORMS INC.	UNIFORMS - FD	1,055.95
303806	GRZEGORZ BURZAWA	REIMBURSEMENT - PW	1,050.00
303792	PEN-LINK, LTD	SUBSCRIPTION - PD	999.00
5921(A)	LOGSDON OFFICE SUPPLY	SUPPLIES - PW	995.71
5917(A)	GALLS, LLC	UNIFORMS - PD	830.19
303734	J.G. UNIFORMS, INC.	UNIFORMS - PD	813.00
5913(A)	ARLINGTON POWER EQUIPMENT	PARTS - PW	772.73
5941(A)	FIRST CHOICE COFFEE SERVICES	SUPPLIES - PW	752.11
303793	ROBERTS ENVIRONMENTAL CONTROL CORP	SERVICES - PW	723.00
303761	PARTNERS & PAWS VETERINARY SERVICE	K-9 CARE - PD	663.20
303781	PACE ANALYTICAL SERVICES, LLC	SERVICES - PW	604.60
303804	MR. AND MRS. GOODMAN	REIMBURSEMENT - PW	585.00
303736	NIPSTA	TRAINING - FD	550.00
303737	NIPSTA	TRAINING - FD	550.00
303718	AQUATIC ECOSYSTEM MANAGEMENT, INC	SERVICES - PW	549.99
5923(A)	MC MASTER-CARR SUPPLY COMPANY	SUPPLIES - PW	521.38
303759	WILSON LAWN & LANDSCAPE, LLC	PROFESSIONAL SERVICES - DPS	520.00
303746	RAYNOR DOOR COMPANY	SERVICES - PW	492.80
303750	SUNSET FOOD MART, INC.	SUPPLIES - PD	482.85
5939(A)	FIRE SAFETY CONSULTANTS, INC	PROFESSIONAL SERVICES - FD	475.00
5947(A)	MERCHANTS' CREDIT GUIDE CO.	COLLECTIONS - FIN	470.80
5943(A)	MACQUEEN EMERGENCY GROUP	PARTS - PW	449.57
303740	ACE NORTHBROOK HARDWARE & RENTAL	SUPPLIES - PD	431.72
303730	HASTINGS AIR ENERGY CONTROL	PARTS - PW	429.02
5927(A)	M.E.S.	MAINTENANCE - FD	420.50
303754	VOLLMAR CLAY PRODUCTS CO.	SUPPLIES - PW	409.00
303752	THEODORE POLYGRAPH SERVICE INC	PROFESSIONAL SERVICES - FD	400.00
5937(A)	ZEP SALES & SERVICE	SUPPLIES - PW	399.71
303745	PUMPBIZ, INC.	SUPPLIES - PW	360.13
5934(A)	MICHAEL WAGNER & SONS, INC	SUPPLIES - PW	335.37
5918(A)	GRAINGER	SUPPLIES - FD	332.42
303795	ALAN SMITH	REIMBURSEMENT - PD	327.18
5929(A)	J.F. WAGNER PRINTING COMPANY	PRINTING - PD	318.00
303755	THOMSON REUTERS	SUBSCRIPTION - PD	316.83
303803	SCOTT AND AMY FAIRBANKS	ESCROW RELEASE - PW	300.00
303771	ALLEGRA MARKETING, PRINT AND MAIL	PRINTING - PD	271.05
303794	AMANDA WRANN	REIMBURSEMENT - PD	263.85
5931(A)	SIRCHIE	SUPPLIES - PD	213.61
303747	SPAULDING MFG, INC.	PARTS - PW	208.85
5919(A)	HAVEY COMMUNICATIONS, INC.	PARTS - PW	207.00
303762	CUMMINS SALES AND SERVICE	SERVICES - PW	200.22
303738	NIPSTA	TRAINING - FD	200.00
303732	INTERSTATE ALL BATTERY CENTER	SUPPLIES - PW	192.00

## VILLAGE OF NORTHBROOK

GENERAL LEDGER SYSTEM  
WARRANT LISTAUGUST 1, 2023 - AUGUST 15, 2023  
FOR 08/22/23 MEETING

CHECK NUMBER	VENDOR NAME	PURPOSE	AMOUNT
303742	NORTH SHORE GAS COMPANY	UTILITIES - PW	170.63
303786	AMERICAN TAXI DISPATCH, INC	SENIOR TRANSPORTATION - FIN	170.00
303798	ROBERT BUJAK	REIMBURSEMENT - PD	157.43
303791	PLUNKETT'S PEST CONTROL, INC	SERVICES - PW	140.01
303800	STEVE FRITZ	MEMBERSHIP - PW	135.00
303719	CDS OFFICE TECHNOLOGIES	PARTS - PW	133.63
303731	IDLEWOOD ELECTRIC SUPPLY, INC.	SUPPLIES - PW	126.86
303749	STANDARD EQUIPMENT COMPANY	PARTS - PW	123.09
303805	ERIC BEAR	REIMBURSEMENT - PW	120.00
5936(A)	WILMETTE TRUCK AND BUS SERVICE, INC	SERVICES - PW	120.00
303767	ACHIEVE FOOTWEAR INC	UNIFORMS - FD	105.00
303753	THOMPSON ELEVATOR INSPECTION	PROFESSIONAL SERVICES - DPS	100.00
303765	POSTAL SOURCE	SUPPLIES - FIN	94.95
303751	SWANSONS BLOSSOM SHOP	SERVICE RECOGNITION - FD	94.95
303756	CINTAS CORPORATION #2	UNIFORMS - PW	87.47
303778	THALMANN ALIGNMENT INC	SERVICES - PW	80.00
303743	RAY O'HERRON CO., INC.	SUPPLIES - PD	74.99
303726	EVIDENT, INC.	SUPPLIES - PD	68.00
5940(A)	CABCONNECT	SENIOR TRANSPORTATION - FIN	65.05
303748	SPOK, INC.	PAGERS - PW	59.76
303733	INTERSTATE POWER SYSTEMS, INC.	PARTS - PW	58.08
303801	STEVE MORRIS	FACILITIES - FD	56.36
303777	UNITED DISPATCH	SENIOR TRANSPORTATION - FIN	45.00
303722	COMCAST CABLE	CABLE - PW	31.56
303797	RICHARD RASH	REIMBURSEMENT - PD	23.36
303717	VILLAGE OF NORTHBROOK ANGEL FUND	DONATION - FIN	16.28
303809	ALI BAGHERIAN	UTILITY REFUND - FIN	15.56
303807	CARY STONE-GREENSTEIN	VEHICLE STICKER REFUND - FIN	15.00
303808	MARY GANTZ	VEHICLE STICKER REFUND - FIN	15.00
303796	ANGELIKA MCGEE	REIMBURSEMENT - PD	12.68
CLASS 'A' TOTAL			1,384,226.12

## VILLAGE OF NORTHBROOK

GENERAL LEDGER SYSTEM  
WARRANT LISTAUGUST 1, 2023 - AUGUST 15, 2023  
FOR 08/22/23 MEETING

CHECK NUMBER	VENDOR NAME	PURPOSE	AMOUNT
<b>CLASS 'B' WARRANTS</b>			
8/15/23	PAYROLL	8/15/2023 PAYROLL	1,019,174.75
383(E)	CHASE CARD SERVICES	VILLAGE CREDIT CARD - FIN	25,110.92
384(E)	CHASE CARD SERVICES	VILLAGE CREDIT CARD - FIN	18,958.38
303696	AUDIO VISUAL ONE LLC	EQUIPMENT - GG	3,825.00
303702	NIPSTA	TRAINING - FD	950.00
303698	ILLINOIS SECRETARY OF STATE	LICENSE PLATES - PW	8.00
<b>CLASS 'B' TOTAL</b>			<b>1,068,027.05</b>
<b>REPORT TOTAL</b>			<b>2,452,253.17</b>

by roll call vote of the Northbrook Village Board of Trustees at a duly noticed official meeting on the \_\_\_\_\_ day  
of \_\_\_\_\_ 20 \_\_\_\_\_.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Village President

ATTEST: \_\_\_\_\_

## VILLAGE OF NORTHBROOK

GENERAL LEDGER SYSTEM  
WARRANT LIST

AUGUST 14, 2023 FRONTAGE DEPOSIT REFUNDS

## CHECK

## NUMBER VENDOR NAME

## PURPOSE

## AMOUNT

303697	MYUNG OK KIM	FRONTAGE DEPOSIT REFUND ®	3,000.00
303701	BARTLEY FRITZSCHE	FRONTAGE DEPOSIT REFUND ®	1,000.00
303703	RALPH & LISA MECZYK	FRONTAGE DEPOSIT REFUND ®	500.00
303704	CHRISTINE ESCOBAR	FRONTAGE DEPOSIT REFUND ®	500.00
303705	KLOEPFER CONSTRUCTION	FRONTAGE DEPOSIT REFUND ®	500.00
303706	GOLDEN K CONSTRUCTION, CO.	FRONTAGE DEPOSIT REFUND ®	1,000.00
303707	RELIANCE PLUMBING SEWER AND DRAINAGE	FRONTAGE DEPOSIT REFUND ®	1,000.00
303708	BILLS PLUMBING AND SEWER INC	FRONTAGE DEPOSIT REFUND ®	500.00
303709	BUILDING INNOVATIONS, INC	FRONTAGE DEPOSIT REFUND ®	5,000.00
303710	UMAMAHESH MEDIKONDLA & DEEPTHI MEDI	FRONTAGE DEPOSIT REFUND ®	1,000.00
303711	HENRY RENDON	FRONTAGE DEPOSIT REFUND ®	500.00
303712	SCOTT AND JODI SIGLIN	FRONTAGE DEPOSIT REFUND ®	4,000.00
303713	JODI & SCOTT SIGLIN	FRONTAGE DEPOSIT REFUND ®	3,000.00
303714	AMERICAN NATIONAL SPRINKLERS AND LIGHTING	FRONTAGE DEPOSIT REFUND ®	500.00
CLASS 'A' TOTAL			22,000.00

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: \_\_\_\_\_

## Resolution (ID # 6834)

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 Recognizing Rachel Olshansky for her Athletic Achievements**

is hereby adopted, as follows:

The Village of Northbrook is proud to recognize the exceptional achievements of our residents, including powerlifting champion and recent Glenbrook North High School graduate, Rachel Olshansky. Even at her young age, Rachel has accomplished so much in her outstanding powerlifting career. Rachel has always been committed to health and wellness. One day while working with a trainer at Lifetime in Northbrook, Rachel started watching YouTube powerlifting competition videos. After a few google searches, she learned that high school powerlifting existed and that she already lifted higher numbers for her weight class than current state records.

At her first regional meet in 2022, Rachel set the state record with a 320-pound deadlift, which is unprecedented for someone competing at their first official meet. She went on to the state championship and set a new record by beating her previous record by 40 pounds with a 360-pound deadlift. In June 2023, Rachel placed 2nd at the Powerlifting Sub-Junior Nationals competition in Arizona. This put her in a group of just nine young women and nine young men who will represent the United States at the Sub-Junior World Championships in Cluj Napoca, Romania on September 2, 2023.

Rachel has always been a self-starter. Her example shows that when we set goals for ourselves, we can achieve them with hard work, determination, and a belief in yourself. The Village of Northbrook is proud to recognize Rachel Olshansky for her tremendous achievements and we wish her luck at the World Championships.

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

On behalf of the Village of Northbrook and the greater Northbrook community, we congratulate Rachel Olshansky for placing 2nd at the 2023 Powerlifting Sub-Junior Nationals and for representing the United States at the 2023 Sub-Junior World Championships. The Village of Northbrook is proud to be the home of powerlifting champion Rachel Olshansky and wishes her well in all her future endeavors.

Scheduled: 8/22/2023

ATTEST:

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Village President

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Village Clerk

## PROCLAMATION

Each year, the State of Illinois recognizes Chamber of Commerce Week in honor of the contributions that chambers make to the civic and economic life of our state. Illinois is home to international chambers of commerce, the Great Lakes Region Office of the U.S. Chamber of Commerce, the Illinois Chamber of Commerce, and more than 400 local chambers of commerce. Governor J.B. Pritzker has proclaimed September 10 through 16, 2023 as Chamber of Commerce Week in Illinois.

For over 65 years, the Northbrook Chamber of Commerce & Industry has worked with local businesses and organizations of all types to advance the civic, economic, industrial, professional, and cultural life of the Village of Northbrook.

The Northbrook Chamber and its members provide a vibrant business environment that increases employment, retail trade that supports our strong sales tax base, and diverse development to make our community an excellent place to live, work, and visit. The Chamber provides marketing, networking, and educational services that nurture the growth of existing businesses and encourages new firms and individuals to locate in Northbrook.

NOW, THEREFORE, I, Kathryn L. Ciesla, President of the Village of Northbrook, County of Cook and State of Illinois, do hereby proclaim September 10 through September 16, 2023, as

### CHAMBER OF COMMERCE WEEK

In the Village of Northbrook and urge all community stakeholders to recognize the efforts of our local Northbrook Chamber of Commerce & Industry.

*Dated: This 22nd day of August, 2023.*

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*Kathryn L Ciesla*  
Village President

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

September is National Suicide Prevention Awareness Month and is intended to help promote awareness surrounding each of the suicide prevention resources available to us and our community. It is a time to shed light on this highly taboo and stigmatized topic.

September is a month to reach out to those affected by suicide, raise awareness and connect individuals with suicidal ideation to treatment services. It is an opportunity to promote mental health awareness and speak openly about the topic of suicide to help erase any stigma.

Suicidal thoughts, much like mental health conditions, can affect anyone regardless of age, gender, race, national origin, orientation, income level, religious beliefs, faith or background.

According to the CDC, each year more than 48,000 people die by suicide. Suicide is the 10<sup>th</sup> leading cause of death among adults in the US and the 2<sup>nd</sup> leading cause of death among people aged 10 - 34. In many cases, friends and families affected by a suicide loss (often called "suicide loss survivors") are left in the dark. Too often the feelings of shame and stigma prevent them from talking openly.

The Village of Northbrook is affected by the loss of individuals who die by suicide, and we choose to publicly state and place our full support behind local mental health professionals, faith based community, educators, not-for profit organizations, parents, athletic coaches, veterans and emergency responders as partners in supporting our community as we seek to promote mental health awareness and work to end the stigma surrounding suicide.

Local, regional, and national organizations are working every day to openly discuss suicide and mental illness in our communities and bring forward resources in a coordinated and thoughtful manner.

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

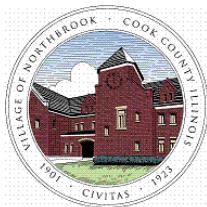
### National Suicide Prevention Awareness Month

in the Village of Northbrook and remind each community member that it is important to dedicate time to come together with collective passion and strength around a difficult topic so everyone can benefit from honest conversations about mental health conditions and suicide, and because just one conversation can change a life.

*Dated: This 22nd day of August, 2023.*

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*Kathryn L Ciesla*  
Village President



# MEMORANDUM

## VILLAGE OF NORTHBROOK

### INFORMATION TECHNOLOGY

**TO:** CARA PAVLICEK, VILLAGE MANAGER

**FROM:** LORI D. BAKER, CHIEF INFORMATION OFFICER

**DATE:** August 22, 2023

**SUBJECT: A RESOLUTION AUTHORIZING A MASTER SERVICES AGREEMENT AND SERVICE ORDER AGREEMENTS WITH COMCAST**

In June 2023, the Board approved a resolution to replace the Village's fire alarm monitoring system with a more modern, network-based alerting system. The systems being deployed by Fox Valley Fire and Safety (FVFS) require network access in addition to backup connectivity through cellular services. After reviewing the proposed configuration and equipment being provided by FVFS, the Village's Information Technology (IT) staff are recommending dedicated Internet connections be procured for use solely by the fire alarm equipment.

The equipment is being installed at two of the Village's Fire Stations. Comcast Business currently provides other services at those Stations, so is able to quickly provide Internet services using their existing facilities into the Stations. Staff recommends that the Village waive the competitive bidding requirements as other Internet Service Providers (ISP) would require a construction and/or build out project, at an additional cost, to provide Internet services. Staff recommends entering into the new contracts and Master Services Agreement with Comcast in the not-to-exceed amount of \$3,536.40 a year, plus a one-time installation charge of \$259.90. Staff recommends the contract include a 36-month term for the Internet services, the longest that Comcast offers for this type of service, since the contract with FVFS includes a 60-month duration. At the end of the initial 36 months, Staff will re-evaluate the service and review if any alternative services are available, then take appropriate action. The total cost for the 36 months of service for these Internet services is \$10,861.91.

As a separate project, Village IT Staff recently reviewed the Guest Wireless Internet services provided at Village facilities, including the Northbrook Metra Station, which is used by guest visitors to those facilities. Those guest devices currently use the Village's primary Internet service for access to the Internet for streaming, downloads, web browsing, and other Internet-based services. The Village's primary Internet service is also used by Village Staff while in the field, including Police Squads, Fire rigs, Inspectors, and other Staff, for conducting Village business. While there is security in place, if a guest device was able to bypass that security and download illegal content, etc., Comcast could opt to put restrictions on the Village's Internet service. This could then impact the above-mentioned Village Staff in the field and make it difficult to continue to conduct Village business.

Because of this, Village IT Staff is recommending the redesign of the Guest Wireless services to utilize a separate, secured Internet connection. Comcast currently provides Internet services at the desired location for the new Internet connection, so Comcast is able to quickly provide this new Internet service using their existing facilities into the building. Staff recommends that the Village waive the competitive bidding requirements as other Internet Service Providers would require a construction and/or build out project, at an additional cost, to provide Internet services. Staff recommends entering into the new contract, utilizing the above Master Services Agreement, with Comcast in the not-to-exceed amount of \$1,738.20 a year, plus a one-time installation charge of \$129.95. Staff also recommends a 36-month term for the Internet services, the longest that Comcast offers for this type of service. At the end of the initial 36 months, Staff will re-evaluate the service and review if any alternative services are available, then take appropriate action. Total cost for the 36 months of service for this Internet service is \$5,344.55.

Staff recommends the approval of the new Comcast Master Services Agreement, and the approval of the

three Internet services contracts, each with a 36-month term. Sufficient funds exist in the FY 2023/2024 budget in Account Nos. 11-3100-554-00 and 11-1400-537-07 to cover the cost of these new Internet services. With Board approval, funds will be allocated in future budget years to cover the costs for the entire 36-month terms.

Staff will be available at the August 22, 2023 Regular Meeting of the Board of Trustees in the event any questions should arise.

## Resolution (ID # 6773)

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 Master Services Agreement and Service Order Agreements with Comcast Business for Internet Services**

is hereby adopted, as follows:

Section 1. RECITALS.

To provide Internet connectivity for the new fire alarm monitoring system, Staff is recommending the procurement of Internet Services (“*Services*”) from Comcast Business (“*Vendor*”). The Vendor currently provides other services into the desired Village locations and is able to readily provide the Services at the required facilities. Staff recommends that the Village waive the competitive bidding requirements for these Services.

To provide Internet connectivity for guest wireless services, Staff is also recommending the procurement of these Services from the Vendor. The Vendor also provides other services into the desired Village location and is able to readily provide the Services at the required facility. Staff again recommends that the Village waive the competitive bidding requirements for these Services.

The Vendor has provided an updated Master Services Agreement (“*Master Agreement*”), which includes the master terms and conditions under which all Services are delivered. The Vendor has also provided three individual Service Order Agreements (“*Service Orders*”) for each of the individual Services being ordered - two relating to the new fire alarm monitoring system and one relating to guest wireless services. The Service Orders follow the terms and conditions of the Master Agreement.

Sufficient funds exist in the Village’s FY 2023/2024 budget in Accounts 11-3100-554-00 and 11-1400-537-07 to pay the costs associated with the Service Orders.

The Village President and Village Board of Trustees have determined that it will serve and be in the best interests of the Village and the public to enter into the Master Agreement and Service Orders with the Vendor.

Section 2. WAIVER OF COMPETITIVE BIDDING.

The requirement of competitive bidding for the procurement of the Services from the Vendor is hereby waived.

Section 3. APPROVAL OF MASTER AGREEMENT.

The Master Agreement between the Village and Vendor is hereby approved in a form acceptable to the Village Manager and Village Attorney.

Section 4. AUTHORIZATION TO EXECUTE MASTER AGREEMENT.

The Village President and Village Clerk are hereby authorized and directed to execute and seal, on behalf of the Village, the Master Agreement upon receipt of fully executed copies of the Master Agreement by the Vendor and any other person or entities whose consent is required; provided, however, that if such executed copies of the Master Agreement are not received by the Village Clerk within 30 days after the date of adoption of this Resolution, then this authority to execute and seal shall, at the option of the President and Board of Trustees, be null and void.

Section 5. APPROVAL OF SERVICE ORDERS.

The Service Orders between the Village and Vendor are hereby approved in a form acceptable to the Village Manager and Village Attorney.

Section 6. AUTHORIZATION TO EXECUTE SERVICE ORDERS.

The Village President and Village Clerk are hereby authorized and directed to execute and seal, on behalf of the Village, the Service Orders upon receipt of fully executed copies of the Service Orders by the Vendor and any other person or entities whose consent is required; provided, however, that if such executed copies of the Service Orders are not received by the Village Clerk within 30 days after the date of adoption of this Resolution, then this authority to execute and seal shall, at the option of the President and Board of Trustees, be null and void.

Scheduled: 8/22/2023

ATTEST:

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Village President

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Village Clerk



Account Name	MSA ID	Date General
Village of Northbrook	IL-393759-mazad	6/27/20

## COMCAST ENTERPRISE SERVICES MASTER SERVICES AGREEMENT (MSA)

**MSA Term: 60 Months**

### CUSTOMER INFORMATION

<b>Primary Contact:</b> Lori Baker	<b>Primary Contact Address Information</b>
<b>Title:</b> Chief Information Officer	<b>Address 1:</b> 1225 Cedar Lane
<b>Phone:</b> (847) 664-4080	<b>Address 2:</b>
<b>Cell:</b> (773) 255-4335	<b>City:</b> Northbrook
<b>Fax:</b>	<b>State:</b> IL
<b>Email:</b> Lori.Baker@northbrook.il.us	<b>Zip Code:</b> 60062

This Comcast Enterprise Services Master Services Agreement ("Agreement" or "MSA") sets forth the terms and conditions under which Comcast Cable Communications Management, LLC and its operating affiliates ("Comcast") will provide communications and other service ("Services") to the above customer ("Customer") and is effective as of the date of Customer's signature below (the "Effective Date"). The Agreement consists of this Master Service Agreement Cover Page executed by Customer (this "Cover Page"), the Comcast Enterprise Services General Terms and Conditions ("General Terms and Conditions"), any written amendments to the Agreement executed by both parties ("Amendments"), each Product-Specific Attachment for the applicable Services ("PSA(s)") and each Sales Order accepted by Comcast hereunder ("Sales Orders"). In the event of any inconsistency among these documents, the order of precedence will be as follows: (1) Amendments (if any), (2) this Cover Page, (3) PSA(s), (4) General Terms and Conditions and (5) Sales Orders. This Agreement shall be legally binding when signed by Customer and shall continue in effect until the expiration date of any Service Term specified in a Sales Order referencing the Agreement, unless terminated earlier in accordance with the Agreement.

Customer may submit Sales Orders to Comcast during the term of this Agreement ("MSA Term"). After the expiration of the initial MSA Term, Comcast may continue to accept Sales Orders from Customer under the Agreement, or require the parties to execute a new MSA.

The Agreement shall terminate in accordance with the General Terms and Conditions. The General Terms and Conditions and PSAs are located at <https://business.comcast.com/terms-conditions-ent>. Use of the Services is also subject to the then-current Acceptable Use Policy for High-Speed Internet Services (the "AUP") located at <https://business.comcast.com/customer-notifications/acceptable-use-policy> (or any successor URL), and the then-current Privacy Statement (the "Privacy Policy") located at [https://business.comcast.com/privacy-statement\\_new](https://business.comcast.com/privacy-statement_new) (or any successor URL). Comcast may update the General Terms and Conditions, PSAs, AUP and Privacy Policy from time to time upon posting to the Comcast website.

Services are only available to commercial customers in serviceable areas. Services may not be transferred without the prior written consent of Comcast as set forth in more details in the General Terms and Conditions. Minimum Service Terms are required for most Services and early termination fees may apply. Service Terms are identified in each Sales Orders, and early termination fees are identified in the applicable PSAs.

**BY SIGNING BELOW, CUSTOMER AGREES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT.**

### CUSTOMER (by authorized representative)

Signature:
Name:
Title:
Date:


**COMCAST BUSINESS SERVICE ORDER AGREEMENT**

Company Name:	Village of Northbrook	Order #	35919646
Service Location:		Billing Location:	
Address 1	<input type="text"/>		
Address 2	<input type="text"/>		
City	NORTHBROOK		
State	IL		
Zip	60062		
Primary Contact Name	Lori Baker		
Primary Contact Phone	(847) 664-4080		
Primary Contact Email	lori.baker@northbrook.il.us		
Service Term	36 Months		
Address 1	<input type="text"/>		
Address 2	<input type="text"/>		
City	NORTHBROOK		
State	IL		
Zip	60062		
Billing Contact Name	Lori Baker		
Billing Contact Phone	(847) 664-4080		
Billing Contact Email	lori.baker@northbrook.il.us		
Tax Exempt	Yes		

Service(s)	Qty	Monthly Service Charge <sup>1</sup>	Non-Recurring Charge <sup>2</sup>
<b>Business Internet</b>			
Business Internet Essential	1	\$ 99.95	
Equipment Fee	1	\$ 19.95	
Static IP -5	1	\$ 29.95	
<b>Additional Fees</b>			
Standard Installation Fee / Change of Service Fee	1		\$ 129.
<b>Total Charge for Service Order</b>		<b>\$ 149.85</b>	<b>\$ 129.</b>

<sup>1</sup> Charges identified in the Service Order Agreement are exclusive of maintenance and repair charges, and applicable federal, state, and local taxes, fees, surcharges and recoupments (however designated).

<sup>2</sup> Non-Recurring Charges in the Service Order Agreement reflect activation and installation fees for this order. This excludes any custom installation fees.

**General Special Instructions**



## COMCAST BUSINESS SERVICE ORDER AGREEMENT

Company Name: Village of Northbrook Order # 35919646

### AGREEMENT

1. This Comcast Business Service Order Agreement ("Agreement") sets forth the terms and conditions under which Comcast Cable Communications Management, LLC and its operating affiliates ("Comcast") will provide the Services to the above-named customer ("Customer"). This Agreement consists of this document (this "SOA"), the Business Services Customer Terms and Conditions (the "Terms and Conditions"), and any jointly executed amendments ("Amendments") entered under the Agreement. In the event of inconsistency among these documents, the order of precedence will be as follows: (1) Amendments, (2) Terms and Conditions, and (3) this SOA. This Agreement shall commence and become a legally binding agreement upon Customer's execution of the SOA. The Agreement shall terminate as set forth in the Terms and Conditions. The Terms and Conditions are located at <https://business.comcast.com/terms-conditions-smb>. Capitalized term: not otherwise defined in this SOA shall have the meaning ascribed to them in the Terms and Conditions. Use of the Services is also subject to the then-current Acceptable Use Policy for High-Speed Internet Services (the "AUP") located at <https://business.comcast.com/customer-notifications/acceptable-use-policy> (or any successor URL), and the then-current Privacy Statement (the "Privacy Policy") located at <https://business.comcast.com/privacy-statement> (or any successor URL), both of which Comcast may update from time to time.

2. Each Comcast Business Service ("Service") carries a thirty (30) day money back guarantee. If within the first thirty (30) days following installation of a new Service, Customer is not completely satisfied, Customer may cancel the Service and Comcast will issue a refund for the monthly recurring charge paid for the first thirty (30) days of Service, excluding any custom installation fees, voice usage charges, fees, taxes, surcharges and optional service fees. Customer will be charged for any non-refundable fees and other charges. In order to be eligible for the refund, Customer must cancel the new Service within thirty (30) days of installation and return any Comcast-provided equipment in good working order. In no event shall the refund exceed \$500.00. If Customer uses the Service in the first thirty (30) days, Customer will be refunded its subscription fees, but charged the applicable one-time fee. For the avoidance of doubt, this money back guarantee does not apply to renewals of an existing Service.

3. Modifications: All modifications to the Agreement, if any, must be captured in a written Amendment, executed by an authorized Comcast Vice President and the Customer. All other attempts to modify the Agreement shall be void and non-binding on Comcast. Customer by signing below, agrees and accepts the Terms and Conditions of this Agreement.

CUSTOMER SIGNATURE	
By signing below, Customer agrees and accepts the Terms and Conditions of this Agreement. General Terms and Conditions can be found at <a href="http://business.comcast.com/terms-conditions/index.aspx">http://business.comcast.com/terms-conditions/index.aspx</a>	
Signature	
Name	
Title	
Date	

FOR COMCAST USE ONLY	
Sales Representative	<u>Taylor Doyle</u>
Sales Representative Code	
Sales Manager Name	<u>Rachelle Nirchi</u>
Sales Manager Approval	
Division	<u>Central</u>



## COMCAST BUSINESS SERVICE ORDER AGREEMENT

Company Name: Village of Northbrook Order #: 35919646

## BUSINESS INTERNET CONFIGURATION DETAILS

Transfer Existing Comcast.net Email  NoNumber of Static Ips  5Equipment Selection  Comcast OwnedBusiness Web Hosting  No


**COMCAST BUSINESS SERVICE ORDER AGREEMENT**

Company Name:	Village of Northbrook	Order #	35919566
Service Location:		Billing Location:	
Address 1	<input type="text"/>		
Address 2	<input type="text"/>		
City	NORTHBROOK		
State	IL		
Zip	60062		
Primary Contact Name	Lori Baker		
Primary Contact Phone	(847) 664-4080		
Primary Contact Email	lori.baker@northbrook.il.us		
Service Term	36 Months		
Address 1	<input type="text"/>		
Address 2	<input type="text"/>		
City	NORTHBROOK		
State	IL		
Zip	60062		
Billing Contact Name	Lori Baker		
Billing Contact Phone	(847) 664-4080		
Billing Contact Email	lori.baker@northbrook.il.us		
Tax Exempt	Yes		

Service(s)	Qty	Monthly Service Charge <sup>1</sup>	Non-Recurring Charge <sup>2</sup>
<b>Business Internet</b>			
Business Internet Essential	1	\$ 99.95	
Equipment Fee	1	\$ 19.95	
Static IP -1	1	\$ 24.95	
<b>Additional Fees</b>			
Standard Installation Fee / Change of Service Fee	1		\$ 129.
<b>Total Charge for Service Order</b>		<b>\$ 144.85</b>	<b>\$ 129.</b>

<sup>1</sup> Charges identified in the Service Order Agreement are exclusive of maintenance and repair charges, and applicable federal, state, and local taxes, fees, surcharges and recoupments (however designated).

<sup>2</sup> Non-Recurring Charges in the Service Order Agreement reflect activation and installation fees for this order. This excludes any custom installation fees.

**General Special Instructions**



## COMCAST BUSINESS SERVICE ORDER AGREEMENT

Company Name: Village of Northbrook Order # 35919566

### AGREEMENT

1. This Comcast Business Service Order Agreement ("Agreement") sets forth the terms and conditions under which Comcast Cable Communications Management, LLC and its operating affiliates ("Comcast") will provide the Services to the above-named customer ("Customer"). This Agreement consists of this document (this "SOA"), the Business Services Customer Terms and Conditions (the "Terms and Conditions"), and any jointly executed amendments ("Amendments") entered under the Agreement. In the event of inconsistency among these documents, the order of precedence will be as follows: (1) Amendments, (2) Terms and Conditions, and (3) this SOA. This Agreement shall commence and become a legally binding agreement upon Customer's execution of the SOA. The Agreement shall terminate as set forth in the Terms and Conditions. The Terms and Conditions are located at <https://business.comcast.com/terms-conditions-smb>. Capitalized term: not otherwise defined in this SOA shall have the meaning ascribed to them in the Terms and Conditions. Use of the Services is also subject to the then-current Acceptable Use Policy for High-Speed Internet Services (the "AUP") located at <https://business.comcast.com/customer-notifications/acceptable-use-policy> (or any successor URL), and the then-current Privacy Statement (the "Privacy Policy") located at <https://business.comcast.com/privacy-statement> (or any successor URL), both of which Comcast may update from time to time.

2. Each Comcast Business Service ("Service") carries a thirty (30) day money back guarantee. If within the first thirty (30) days following installation of a new Service, Customer is not completely satisfied, Customer may cancel the Service and Comcast will issue a refund for the monthly recurring charge paid for the first thirty (30) days of Service, excluding any custom installation fees, voice usage charges, fees, taxes, surcharges and optional service fees. Customer will be charged for any non-refundable fees and other charges. In order to be eligible for the refund, Customer must cancel the new Service within thirty (30) days of installation and return any Comcast-provided equipment in good working order. In no event shall the refund exceed \$500.00. If Customer uses the Service in the first thirty (30) days, Customer will be refunded its subscription fees, but charged the applicable one-time fee. For the avoidance of doubt, this money back guarantee does not apply to renewals of an existing Service.

3. Modifications: All modifications to the Agreement, if any, must be captured in a written Amendment, executed by an authorized Comcast Vice President and the Customer. All other attempts to modify the Agreement shall be void and non-binding on Comcast. Customer by signing below, agrees and accepts the Terms and Conditions of this Agreement.

CUSTOMER SIGNATURE	
By signing below, Customer agrees and accepts the Terms and Conditions of this Agreement. General Terms and Conditions can be found at <a href="http://business.comcast.com/terms-conditions/index.aspx">http://business.comcast.com/terms-conditions/index.aspx</a>	
Signature	
Name	
Title	
Date	

FOR COMCAST USE ONLY	
Sales Representative	<u>Taylor Doyle</u>
Sales Representative Code	
Sales Manager Name	<u>Rachelle Nirchi</u>
Sales Manager Approval	
Division	<u>Central</u>



## COMCAST BUSINESS SERVICE ORDER AGREEMENT

Company Name: Village of Northbrook Order # 35919566

## BUSINESS INTERNET CONFIGURATION DETAILS

Transfer Existing Comcast.net Email  NoNumber of Static Ips  1Equipment Selection  Comcast OwnedBusiness Web Hosting  No


**COMCAST BUSINESS SERVICE ORDER AGREEMENT**

Company Name:	Village of Northbrook	Order #	35919484
Service Location:		Billing Location:	
Address 1		Address 1	1225 CEDAR LN
Address 2		Address 2	
City	NORTHBROOK	City	NORTHBROOK
State	IL	State	IL
Zip	60062	Zip	60062
Primary Contact Name	Lori Baker	Billing Contact Name	Lori Baker
Primary Contact Phone	(847) 664-4080	Billing Contact Phone	(847) 664-4080
Primary Contact Email	lori.baker@northbrook.il.us	Billing Contact Email	lori.baker@northbrook.il.us
Service Term	36 Months	Tax Exempt	Yes

Service(s)	Qty	Monthly Service Charge <sup>1</sup>	Non-Recurring Charge <sup>2</sup>
<b>Business Internet</b>			
Business Internet Essential	1	\$ 99.95	
Equipment Fee	1	\$ 19.95	
Static IP -1	1	\$ 24.95	
<b>Additional Fees</b>			
Standard Installation Fee / Change of Service Fee	1		\$ 129.
<b>Total Charge for Service Order</b>		<b>\$ 144.85</b>	<b>\$ 129.</b>

<sup>1</sup> Charges identified in the Service Order Agreement are exclusive of maintenance and repair charges, and applicable federal, state, and local taxes, fees, surcharges and recoupments (however designated).

<sup>2</sup> Non-Recurring Charges in the Service Order Agreement reflect activation and installation fees for this order. This excludes any custom installation fees.

**General Special Instructions**



## COMCAST BUSINESS SERVICE ORDER AGREEMENT

Company Name: Village of Northbrook Order # 35919484

### AGREEMENT

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3. Modifications: All modifications to the Agreement, if any, must be captured in a written Amendment, executed by an authorized Comcast Vice President and the Customer. All other attempts to modify the Agreement shall be void and non-binding on Comcast. Customer by signing below, agrees and accepts the Terms and Conditions of this Agreement.

CUSTOMER SIGNATURE	
By signing below, Customer agrees and accepts the Terms and Conditions of this Agreement. General Terms and Conditions can be found at <a href="http://business.comcast.com/terms-conditions/index.aspx">http://business.comcast.com/terms-conditions/index.aspx</a>	
Signature	
Name	
Title	
Date	

FOR COMCAST USE ONLY	
Sales Representative	<u>Taylor Doyle</u>
Sales Representative Code	
Sales Manager Name	<u>Rachelle Nirchi</u>
Sales Manager Approval	
Division	<u>Central</u>

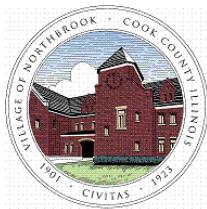


## COMCAST BUSINESS SERVICE ORDER AGREEMENT

Company Name: Village of Northbrook Order # 35919484

## BUSINESS INTERNET CONFIGURATION DETAILS

Transfer Existing Comcast.net Email  NoNumber of Static Ips  1Equipment Selection  Comcast OwnedBusiness Web Hosting  No



# MEMORANDUM

## VILLAGE OF NORTHBROOK

### FINANCE DEPARTMENT

**TO:** CARA PAVLICEK, VILLAGE MANAGER  
**FROM:** MADELINE FARRELL, DEPUTY VILLAGE MANAGER AND INTERIM CFO  
**DATE:** August 22, 2023  
**SUBJECT:** A RESOLUTION APPROVING ARPA AUDIT SERVICES

On January 12, 2021 the Village Board of Trustees approved a resolution for audit services with Lauterbach & Amen, LLP for the fiscal years ending April 30, 2021, 2022, 2023 and 2024. During the fiscal year ending April 30, 2023, the Village received \$2,242,539 of its total allocation of \$4,485,080 of American Rescue Plan Coronavirus State and Local Fiscal Recovery Funds, also referred to as ARPA funds. As a result, additional audit services were required. ARPA compliance attestation services were completed by the Village's auditor, Lauterbach & Amen, LLP. The total cost of the additional services is \$4,000. As this amount is above the January 12, 2021 authorization provided by the Village Board for audit services for the fiscal year ending April 30, 2023, approval is required.

Staff will be present at the meeting if the Board has any questions.

## Resolution (ID # 6830)

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 ARPA Audit Services

is hereby adopted, as follows:

Section 1. Recitals.

During the fiscal year ending April 30, 2023, the Village received \$2,242,539 of its total allocation of \$4,485,080 of American Rescue Plan Coronavirus State and Local Fiscal Recovery Funds, also referred to as ARPA funds. As a result, additional audit services were required during the audit process. ARPA compliance attestation services were completed by the Village's auditor, Lauterbach & Amen, LLP of Naperville, Illinois ("Vendor").

Based on these factors, it is recommended that the Village signs the agreement for additional auditing services for \$4,000 with the Vendor, as proposed in the Engagement Letter dated July 27, 2023, attached to, and by this reference made a part of, this resolution as *Exhibit A* ("Agreement").

The President and the Board of Trustees have determined that it is in the best interests of the Village and the public to execute the Agreement.

Section 2. Approval of Agreement.

The Agreement shall be, and is hereby, approved in substantially the form presented to the President and the Board of Trustees.

Section 3. Authorization to Execute Agreement.

The Village Manager is hereby, authorized and directed to execute, on behalf of the Village, the Agreement only after receipt of at least five original copies of the Agreement executed by the Vendor; provided, however, that if such executed copies of the Agreement are not received within 60 days after the date of adoption of this Resolution, then this authority to execute shall, at the option of the President and Board of Trustees, be null and void.

Scheduled: 8/22/2023

ATTEST:

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Village President

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Village Clerk



July 27, 2023

The Honorable Village President  
Members of the Board of Trustees  
Village of Northbrook, Illinois

We are pleased to confirm our understanding of the services we are to provide the Village of Northbrook, Illinois. We will examine the compliance with the requirements related to the use of Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) for the fiscal year ended April 30, 2023. The objectives of our examination are to obtain reasonable assurance about whether compliance with the requirements related to the use of CSLFRF are free from material misstatement.

Our examination will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Accordingly, it will include examining, on a test basis, your records and other procedures to obtain evidence necessary to enable us to express our opinion. We will issue a written report upon completion of our examination. Our report will be addressed to the Board of the Village. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion. If our opinion is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the examination or are unable to form or have not formed an opinion, we may decline to express an opinion or may withdraw from this engagement.

Because of the inherent limitations of an examination engagement, together with the inherent limitations of internal control, an unavoidable risk exists that some material misstatements may not be detected, even though the examination is properly planned and performed in accordance with the attestation standards.

We will plan and perform the examination to obtain reasonable assurance about whether compliance with the requirements related to the use of CSLFRF are free from material misstatement, based on the materials provided by management. Our engagement will not include a detailed inspection of every transaction and cannot be relied on to disclose all material errors, or known and suspected fraud or noncompliance with laws or regulations, or internal control deficiencies, that may exist. However, we will inform you of any known and suspected fraud and noncompliance with laws or regulations, internal control deficiencies identified during the engagement, and uncorrected misstatements that come to our attention unless clearly trivial.

We understand that you will provide us with the information required for our examination and that you are responsible for the accuracy and completeness of that information. We may advise you about appropriate criteria, but the responsibility for the subject matter remains with you.

Village of Northbrook, Illinois

July 27, 2023

Page 2

You are responsible for the presentation of the CSLFRF in accordance with the specified requirements set forth by the CSLFRF Program, and for selecting the criteria and determining that such criteria are appropriate for your purposes. You are responsible for, and agree to provide us with, a written assertion about whether CSLFRF are presented in accordance with the CSLFRF Program. Failure to provide such an assertion will result in our withdrawal from the engagement. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the measurement, evaluation or disclosure of the subject matter; (2) additional information that we may request for the purpose of the examination; and (3) unrestricted access to persons within the entity from whom we determine it necessary to obtain evidence.

At the conclusion of the engagement, you agree to provide us with certain written representations in the form of a representation letter.

Our fees for the fiscal year ended April 30, 2023 CSLFRF attestation engagement will be \$4,000.

We appreciate the opportunity to be of service to the Village of Northbrook, Illinois and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign below and return it to us.

Cordially,

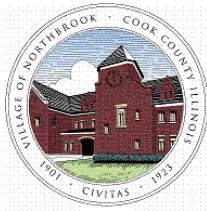
*Lauterbach & Amen, LLP*  
LAUTERBACH & AMEN, LLP

RESPONSE:

This letter correctly sets forth the understanding of the Village of Northbrook, Illinois.

By: \_\_\_\_\_

Title: \_\_\_\_\_



# MEMORANDUM

## VILLAGE OF NORTHBROOK

### VILLAGE MANAGER'S OFFICE

**TO:** **BOARD OF TRUSTEES**

**FROM:** **CARA PAVLICEK, VILLAGE MANAGER**

**DATE:** **August 22, 2023**

**SUBJECT:** **A RESOLUTION TO APPOINT AN AUTHORIZED AGENT TO THE ILLINOIS MUNICIPAL RETIREMENT FUND**

As a condition of its participation in the Illinois Municipal Retirement Fund (IMRF), the Village must designate, with a Board approved Resolution, an authorized agent to serve as a local liaison, verify payroll records and perform other duties which are required under the agreement for participation in the Fund. Pursuant to Section 7-135 of the Illinois Pension Code, the Authorized Agent shall be empowered (i) to file Petitions for Nomination of an Executive Trustee of IMRF, and (ii) to cast ballots for Election of an Executive Trustee of IMRF.

## **Resolution (ID # 6832)**

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 to Appoint an Authorized Agent to the Illinois Municipal Retirement Fund**

is hereby adopted, as follows:

Section 1.                    Recitals

As a condition of its participation in the Illinois Municipal Retirement Fund (IMRF), the Village has agreed to designate an authorized agent to serve as a local liaison, verify payroll records and perform other duties which are required under the agreement for participation in the Fund (“Authorized Agent”).

Pursuant to Section 7-135 of the Illinois Pension Code, the Authorized Agent shall be empowered (i) to file Petitions for Nomination of an Executive Trustee of IMRF, and (ii) to cast ballots for Election of an Executive Trustee of IMRF.

It is the recommendation of the Village Manager that the Village Board appoint Madeline Farrell, Deputy Village Manager and Interim Chief Financial Officer, to replace Iwona Petryszak as the Authorized Agent for the Village of Northbrook. Madeline Farrell will serve until September 11, 2023 at which time the Village Manager recommends that the Village Board appoint Steve Drazner, incoming Chief Financial Officer, to replace Madeline Farrell. Steve Drazner will serve for an indefinite term, until his employment terminates with the Village or until a new Authorized Agent is appointed, whichever occurs first.

Section 2.                    Appointment of Authorized Agent.

Madeline Farrell is hereby appointed as the Authorized Agent for the Village of Northbrook to the IMRF, with the duties and powers as outlined above, until September 11, 2023.

Beginning September 11, 2023, Steve Drazner is hereby appointed as the Authorized Agent for the Village of Northbrook to the IMRF, with the duties and powers as outlined above.

Section 3.                    Term of Appointment.

Madeline Farrell shall serve as the Village’s Authorized Agent to the IMRF until September 11, 2023.

Beginning September 11, 2023, Steve Drazner shall serve as the Village’s Authorized Agent to the IMRF for an indefinite term until his employment with the Village terminates or until a new Authorized Agent is appointed, whichever occurs first.

Scheduled: 8/22/2023

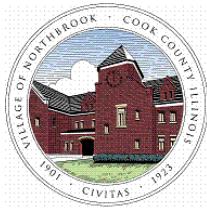
ATTEST:

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Village President

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Village Clerk



# MEMORANDUM

## VILLAGE OF NORTHBROOK

### VILLAGE MANAGER'S OFFICE

**TO:** **BOARD OF TRUSTEES**

**FROM:** **CARA PAVLICEK, VILLAGE MANAGER**

**DATE:** **August 22, 2023**

**SUBJECT:** **A RESOLUTION TO APPOINT A PLAN COORDINATOR TO MISSIONSQUARE RETIREMENT**

The Village of Northbrook utilizes MissionSquare Retirement to manage and administer specific retirement plans for the benefit of its employees. The Village has agreed to designate a Plan Coordinator to act as coordinator for the Plan; receive reports, notices, etc., from MissionSquare Retirement or VantageTrust; and cast, on behalf of the Village of Northbrook, any required votes under VantageTrust. The Plan Coordinator may delegate any administrative duties relative to the retirement plan to appropriate departments.

## Resolution (ID # 6842)

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 to Appoint a Plan Coordinator to MissionSquare Retirement**

is hereby adopted, as follows:

Section 1.                    Recitals

The Village of Northbrook utilizes MissionSquare Retirement to manage and administer specific retirement plans for the benefit of its employees. The Village has agreed to designate a Plan Coordinator to act as coordinator for the Plan; receive reports, notices, etc., from MissionSquare Retirement or VantageTrust; and cast, on behalf of the Village of Northbrook, any required votes under VantageTrust. The Plan Coordinator may delegate any administrative duties relative to the retirement plan to appropriate departments.

It is the recommendation of the Village Manager that the Village Board appoint Madeline Farrell, Deputy Village Manager and Interim Chief Financial Officer, to replace Iwona Petryszak as the Plan Coordinator for the Village of Northbrook. Madeline Farrell will serve until September 11, 2023 at which time the Village Manager recommends that the Village Board appoint Steve Drazner, incoming Chief Financial Officer, to replace Madeline Farrell. Steve Drazner will serve for an indefinite term, until his employment terminates with the Village or until a new Plan Coordinator is appointed, whichever occurs first.

Section 2.                    Appointment of Plan Coordinator.

The Village of Northbrook hereby authorizes Deputy Village Manager and Interim Chief Financial Officer, Madeline Farrell, as Plan Coordinator to execute all necessary agreements with MissionSquare Retirement incidental to the administration of the plan until September 11, 2023.

Beginning September 11, 2023, Steve Drazner, incoming Chief Financial Officer, shall be authorized as Plan Coordinator to execute all necessary agreements with MissionSquare Retirement incidental to the administration of the plan.

Section 3.                    Term of Appointment.

Madeline Farrell shall serve as the Village's Plan Coordinator to MissionSqaure Retirement and VantageTrust until September 11, 2023.

Beginning September 11, 2023, Steve Drazner shall serve as the Village's Plan Coordinator to MissionSqaure Retirement and VantageTrust for an indefinite term until his employment with the Village terminates or until a new Plan Coordinator is appointed, whichever occurs first.

Scheduled: 8/22/2023

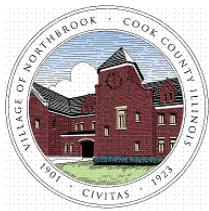
ATTEST:

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Village President

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Village Clerk



# MEMORANDUM

## VILLAGE OF NORTHBROOK

### VILLAGE MANAGER'S OFFICE

**TO:** CARA PAVLICEK, VILLAGE MANAGER  
**FROM:**  
**DATE:** August 22, 2023  
**SUBJECT:** PUBLIC HEARING ON NORTHBROOK COURT REDEVELOPMENT TIF

At the May 23, 2023, Regular Meeting of the Board of Trustees, a Pre-Development Agreement between the Village of Northbrook and Brookfield Properties, the owners of Northbrook Court (Developer), was approved. As a part of that non-binding Agreement, a request was made by the owners of Northbrook Court to establish a Tax Increment Financing (TIF) District to cover the entire 100 +/- acre Northbrook Court Mall property to aid in the redevelopment of the property. The Developer 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 new 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.

Also on May 23, 2023 the Board of Trustees approving a contract with consultant Michio Murakishi, to provide economic development professional services related to a potential TIF District encompassing the Northbrook Court shopping mall at 1515 Lake Cook Road (TIF District).

On June 16, 2023, a Draft TIF Redevelopment Plan and Project and Eligibility Study was posted to the Village's website for public review and is attached to these agenda materials for the Public Hearing. Further, on June 27, 2023, in Ordinance 2023-37, the Village Board convened the Joint Review Board (JRB) to meet on July 18, 2023 and set the date of a Public Hearing for August 22, 2023.

The JRB met on July 18, 2023 and after reviewing the proposed details related to the proposed TIF District, the JRB unanimously adopted a formal resolution supporting the establishment of the proposed TIF District, a copy of which is attached. A copy of the approved JRB resolution is included in the agenda materials. The members of the JRB in attendance were the Village, Cook County, School District 225, School District 28, Northfield Township, the Park District, and a public member.

During the August 22, 2023 Regular Meeting, the Board of Trustees will conduct a public hearing on the proposed TIF District. Notice of the August 22, 2023 public hearing was published in the August 4 and August 11, 2023 editions of the *Chicago Sun Times*.

- All taxpayers within the boundaries of the proposed TIF District were also notified of the August 22 public hearing by certified mail.

- Three interested parties have registered since the time the proposed TIF District and Redevelopment Plan were made available for public review and were also notified of the August 22 public hearing by mail.
- Any public comments received regarding the proposed TIF District will be noted in the public record as part of the public hearing.

It is important to note that no accompanying ordinances or resolutions have been placed on the August 22 Board of Trustees agenda for final action. This is consistent with the required procedures of the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-1 *et seq.*, the “TIF Act”), which precludes the Village from acting upon any approval ordinances associated with the TIF District until at least 14 days after the close of the public hearing.

Subject to the public comments received as a part of this Public Hearing, it is possible the Village Board will consider ordinances terminating the existing Northbrook Court TIF District and establishing the proposed TIF District at the September 26, 2023, Regular Meeting of the Village Board. At that time, it is also anticipated that the Board will concurrently consider additional actions related to the redevelopment of Northbrook Court including:

- Establishment of a Business District, for which a separate Public Hearing will be conducted by the Board of Trustees during the August 22, 2023 Regular Meeting.
- Consideration of zoning and land use matters for which a separate Public Hearing will be conducted by the Board of Trustees in conjunction with the Plan Commission as part of a Special Meeting on August 29, 2023.
- Adoption of a Redevelopment and Economic Incentive Agreement with the Developer which would establish the formal public private partnership between the Village and the Developer for the redevelopment and improvement of the 100 +/- acre Northbrook Court property.

Tax Increment Financing is a valuable economic development tool that helps local governments support, encourage, and accelerate redevelopment and public improvement projects in a designated area of the community which can be classified as run-down or blighted (a statutory term with a specific definition), as described in detail in the attached “*Northbrook Court II Tax Increment Financing Designation Report*” dated June 16, 2023.

The TIF Act establishes a framework to allocate future increases in property tax revenue from a designated area, known as a TIF District, to pay for qualifying improvements or expenses within the boundaries of the area. The new increased tax revenue is the result of new investment by the property owner(s) / development. According to the TIF Act, a TIF District may remain in place for up to 23 years after its creation.

The “tax increment” is the difference between the amount of property tax revenue generated before TIF District designation, known as the “base,” and the amount of increased property tax revenue generated within the TIF District after the designation. Establishment of a TIF District does not reduce property tax revenues available to the overlapping taxing bodies. Property taxes collected on properties included in the TIF District at the time of its designation continue to be distributed to the school districts, county, community college and all other taxing districts in the same manner as if the TIF District did not exist.

Only property taxes generated by the incremental increase in the value of these properties after that time are available for use within the TIF District.

The Village's consultant, Michio Murakishi will attend the public hearing to provide a summary presentation, as part of the public hearing, of the attached "*Northbrook Court II Tax Increment Financing Designation Report*" dated June 16, 2023 which finds the Northbrook Court Redevelopment Area meets the statutory qualifications for the proposed TIF designation.

**VILLAGE OF NORTHBROOK  
REDEVELOPMENT AREA  
AT 1515 LAKE COOK ROAD  
JOINT REVIEW BOARD**

**A RESOLUTION RECOMMENDING APPROVAL OF  
THE REDEVELOPMENT PLAN AND PROJECT FOR THE  
REDEVELOPMENT AREA AT 1515 LAKE COOK ROAD**

**WHEREAS**, the Joint Review Board convened in the Northbrook Village Hall on July 18, 2023, pursuant to the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et seq.* ("Act"), which was attended and comprised of representatives of certain affected taxing jurisdictions of the proposed Redevelopment Area ("Proposed Redevelopment Area")<sup>1</sup> at 1515 Lake Cook Road as well as a public member pursuant to the Act; and

**WHEREAS**, a public member to the Joint Review Board was duly selected on July 18, 2023, by a majority vote of the taxing districts present and serving on the Joint Review Board, and a chairperson was also duly selected by the members of the Joint Review Board by majority vote of those present and voting; and

**WHEREAS**, at its meeting on July 18, 2023, the Joint Review Board did review and consider the public record, planning documents, and draft ordinances relating to the Proposed Redevelopment Area, including the Tax Increment Financing Eligibility Study and the proposed Redevelopment Plan and Project, which Study and Plan have been prepared by Michio Murakishi; and

**WHEREAS**, after consideration of said matters, in accordance and compliance with the Act, the Joint Review Board did agree, by a vote of the members present, that the proposed Redevelopment Plan and Project for the Proposed Redevelopment Area, in the Village of Northbrook, Illinois, should be approved; that the Proposed Redevelopment Area satisfies the eligibility criteria defined in the Act; that the Proposed Redevelopment Area qualifies as a "blighted area," as such term is defined in the Act; and that the Redevelopment Plan and Project, as presented, conforms to the requirements of the Act;

**NOW THEREFORE, BE IT RESOLVED BY THE VILLAGE OF  
NORTHBROOK'S REDEVELOPMENT AREA AT 1515 LAKE COOK ROAD JOINT  
REVIEW BOARD, as follows**

**Section 1. RECITALS.** The facts and statements contained in the preamble to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

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<sup>1</sup> The Village President and Board of Trustees will determine the full formal name of the Proposed Redevelopment Area in the ordinances creating it.

**Section 2. RECOMMENDATION.** The Joint Review Board hereby submits the following advisory, non-binding recommendations to the Village Board of Trustees of the Village of Northbrook:

- A. The Proposed Redevelopment Area satisfies the requirements of the proposed Redevelopment Plan and Project for the Redevelopment Area, and fulfills the objectives of the Act, and, accordingly, the Joint Review Board recommends that the Village Board of Trustees approve the proposed Redevelopment Plan and Redevelopment Project.
- B. In furtherance thereof, the Joint Review Board recommends that the Village Board of Trustees adopt the following ordinances in support of the Proposed Redevelopment Area:
  - 1. An Ordinance Approving a Tax Increment Redevelopment Plan and Project for the Redevelopment Area at 1515 Lake Cook Road;
  - 2. An Ordinance Designating the Redevelopment Area at 1515 Lake Cook Road Pursuant to the Tax Increment Allocation Redevelopment Act; and
  - 3. An Ordinance Adopting Tax Increment Allocation Financing for the Redevelopment Area at 1515 Lake Cook Road.

**PASSED this 18<sup>th</sup> day of July, 2023.**

**ADOPTED [UNANIMOUS]**

**MOVED:** Trustee Israel

**SECONDER:** Member Nortman

**AYES:** Trustee Robert Israel, Jason Pearson, Vicki Tarver, Chris Leiner, Tricia Marino Ruffolo, Shiva Mohsenzadeh and Michael Nortman.

**NAYS:** None



Chairperson of the Joint Review Board for the  
Redevelopment Area at 1515 Lake Cook Road  
Village of Northbrook  
Cook County, Illinois

# Northbrook Court II

## Tax Increment Financing Designation Report

June 16, 2023

**For:**  
**Village of Northbrook**

**By:**  
**Michio Murakishi**  
Chicago, Illinois

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# 1. Introduction

Michio Murakishi (the “consultant”) was retained by the Village of Northbrook (the “Village”) to assess the qualification of the Northbrook Court shopping center (“Northbrook Court,” the “center,” or “property”), located at 1515 Lake Cook Rd., as a tax-increment financing (TIF) district pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-3, et seq., as amended (the “Act”). This document contains a description of the proposed TIF district, the consultant’s findings regarding its eligibility under the Act, and a redevelopment plan and project for the proposed district.

## 1.1 Statutory background

Illinois law specifies several requirements that must be satisfied for an area to qualify for TIF designation, beginning with identifying the redevelopment project area (RPA) and the physical and economic deficiencies that need to be cured. These deficiencies are also called blighting factors. In addition to meeting the blighting requirements in the Act, the municipality must also demonstrate that these conditions would not be addressed without some local intervention. What is often called the “but for...” test, requires the municipality to show that if not the public investment provided through the TIF, effective redevelopment would not occur.

In addition to meeting requirements establishing the presence of blighting factors, the municipality must also prepare a plan laying out the actions that it intends to take to improve the RPA and a budget for the TIF district that includes the total amount of public and private TIF-eligible costs identified for the redevelopment project. Municipal officials and a Joint Review Board (JRB), made up of representatives from the local taxing bodies, must review the redevelopment plan, allowing the taxing bodies to provide their input. Following this review, a public hearing must be held so that residents and other interested parties can provide input on the subject.

Once these steps are completed, the proposal to establish the TIF district must pass through the same process as any other ordinance proposed by the municipality and receive approval by its legislative body. As the establishment of the TIF is a municipal function, no state or federal approval is required.

## 1.2 Scope of report

This TIF designation report is comprised of three primary sections, including:

- 1. Introduction.** The first section of this report provides an overview of the process of creating a TIF district, summarizes the scope of the report, and describes the proposed RPA as it exists today.
- 2. Eligibility analysis.** The second section presents the findings of the consultant’s assessment of the study area’s qualification for designation as a TIF district by describing the presence and extent of blighting factors in the proposed RPA.
- 3. Redevelopment plan and project.** The third section contains the redevelopment plan for the RPA, including a general description of the redevelopment project, a financial plan, and other required elements.

In addition, this report contains appendices that include a boundary legal description and list of the 14-digit Property Index Numbers (PINs) that comprise the proposed RPA, along with their most recent equalized assessed value (EAV).

### 1.3 Study area

The study area generally includes the properties that comprise the Northbrook Court shopping center located at 1515 Lake Cook Rd. in the far northwest portion of the Village. These properties encompass an area of approximately 106 acres. **Maps 1 and 2** on the following pages shows the study area boundaries and its location relative to the larger community.

#### History

Northbrook Court was opened in 1976, and until recently, has been a premier regional shopping destination. The center has been a key property taxpayer and sales-tax generator for the Village, Cook County, and the State of Illinois. In the past decade, foot traffic has declined—consistent with mall properties across the nation—and the presence of online shopping choices, fueled by the pandemic, has also been a contributing factor to the decline at Northbrook Court. This decline is also underscored by trends in Village sales tax collections, which have fallen over 20 percent from \$3.84 million in 2012, to \$2.98 million in 2021. The fall-off in sales at the center, however, was even more stark, considering the Village's home-rule sales tax rate was lower in 2012 than it is today.

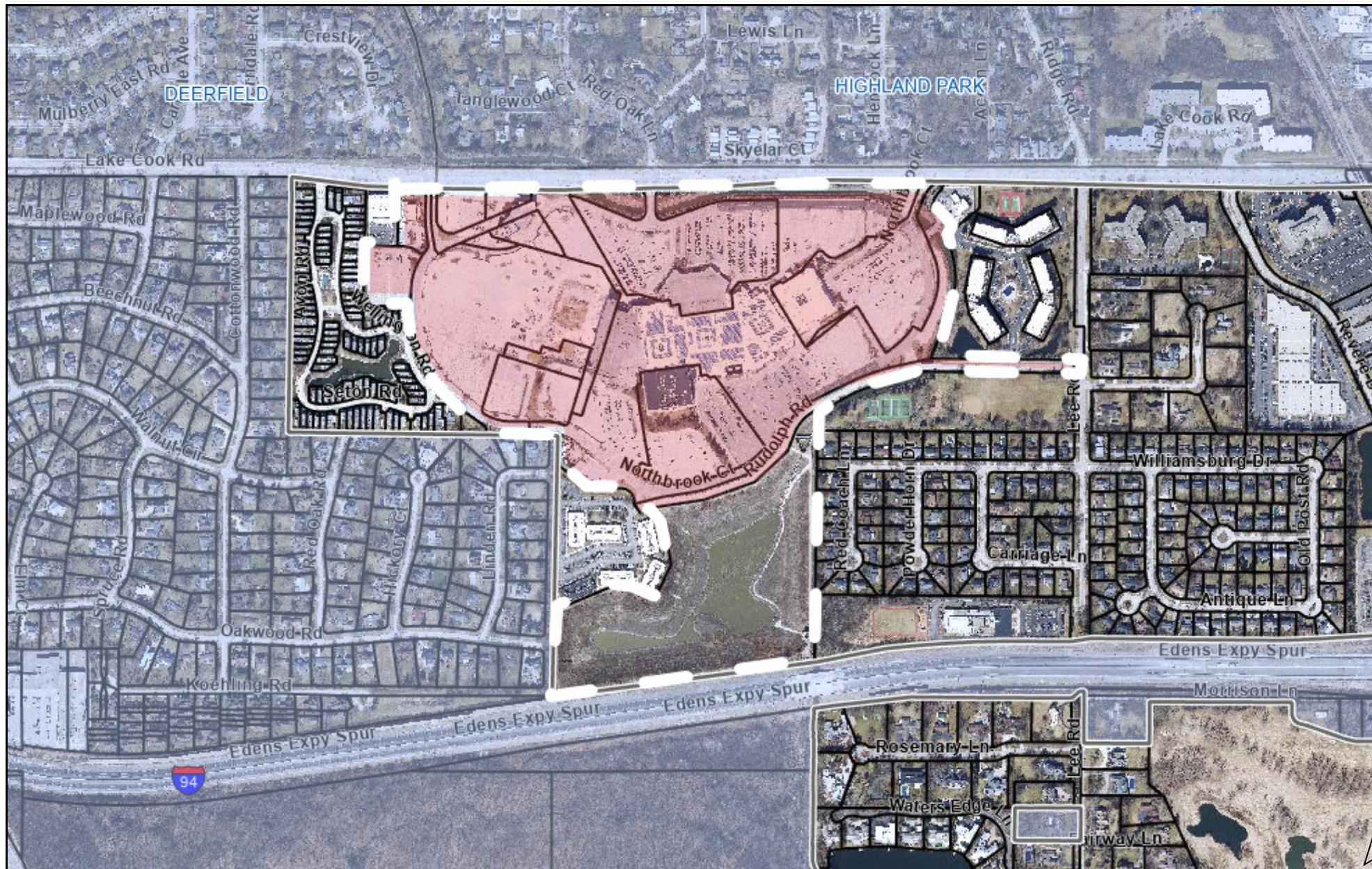
In 2019, the Village Board entered into a redevelopment and economic incentive agreement (REIA) with the property owner, Brookfield (the “developer”), approving the redevelopment of just under 18 acres on the over 100-acre property. The redevelopment was poised to begin in the spring of 2020 when the pandemic shutdowns occurred. Since, the Village and developer have collaboratively reviewed and discussed how the existing public-private partnership is relevant in today's economy and what opportunities exist to modify it to address the full property and establish a unique mixed-use community. A first amendment dated July 27, 2021, a second amendment, dated July 26, 2022, a third amendment, dated December 13, 2022, and a fourth amendment dated April 11, 2023, to that agreement were adopted by the Village Board to grant extensions of time as requested by the developer.

#### Existing land use

Only commercial land uses are present within the Northbrook Court II RPA<sup>1</sup>, including ancillary uses such as parking, circulation roads, and detention areas. The consultant arrived at this conclusion through fieldwork observations and a review of property information from the Village. The overall pattern of land use in the RPA is shown in **Map 3** on page 7.

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<sup>1</sup> The Village may update the name of the district at the time an ordinance is formally considered to establish the TIF.



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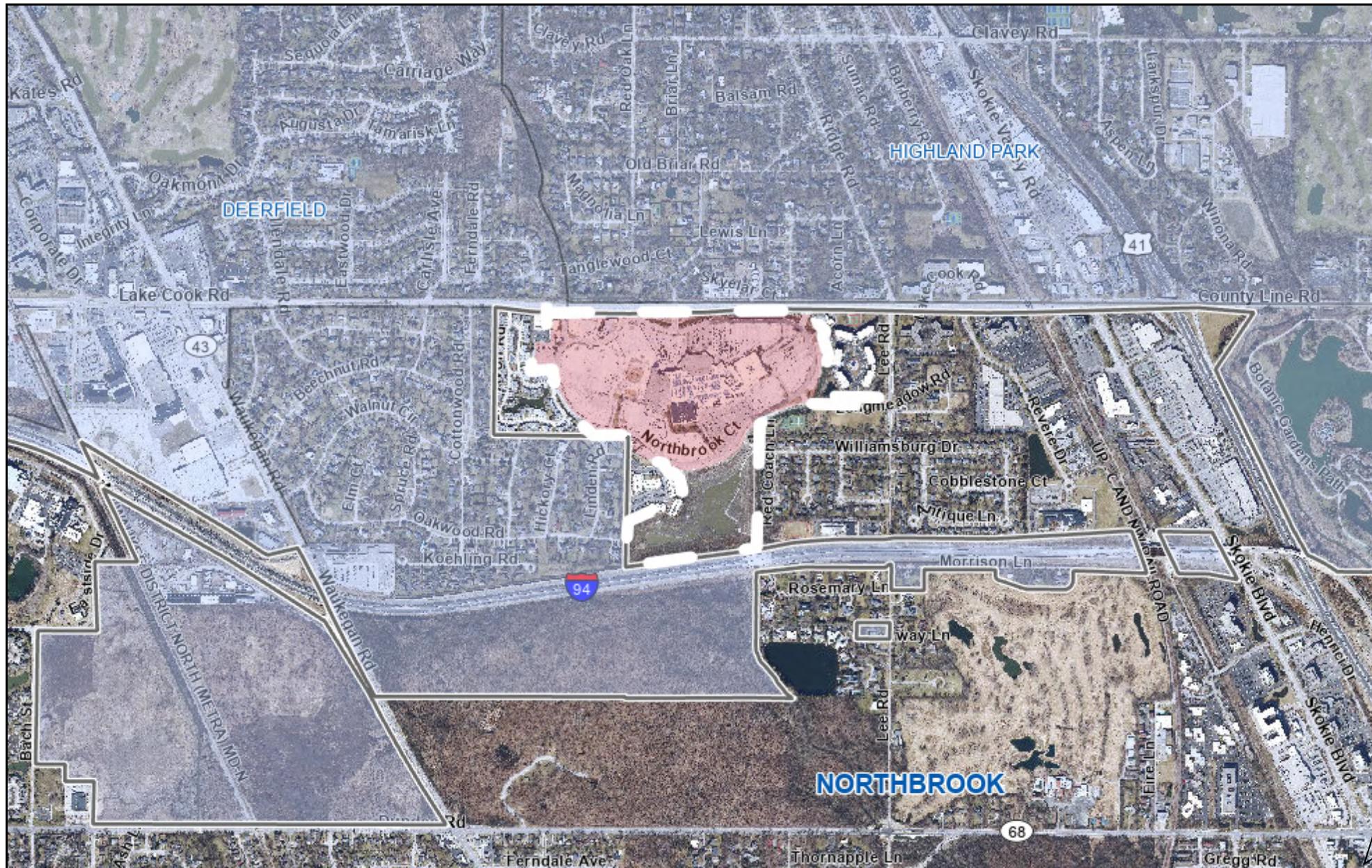
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#### Notes

TIF District - White Dash line

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## Northbrook Court II TIF Regional Context - Map 2



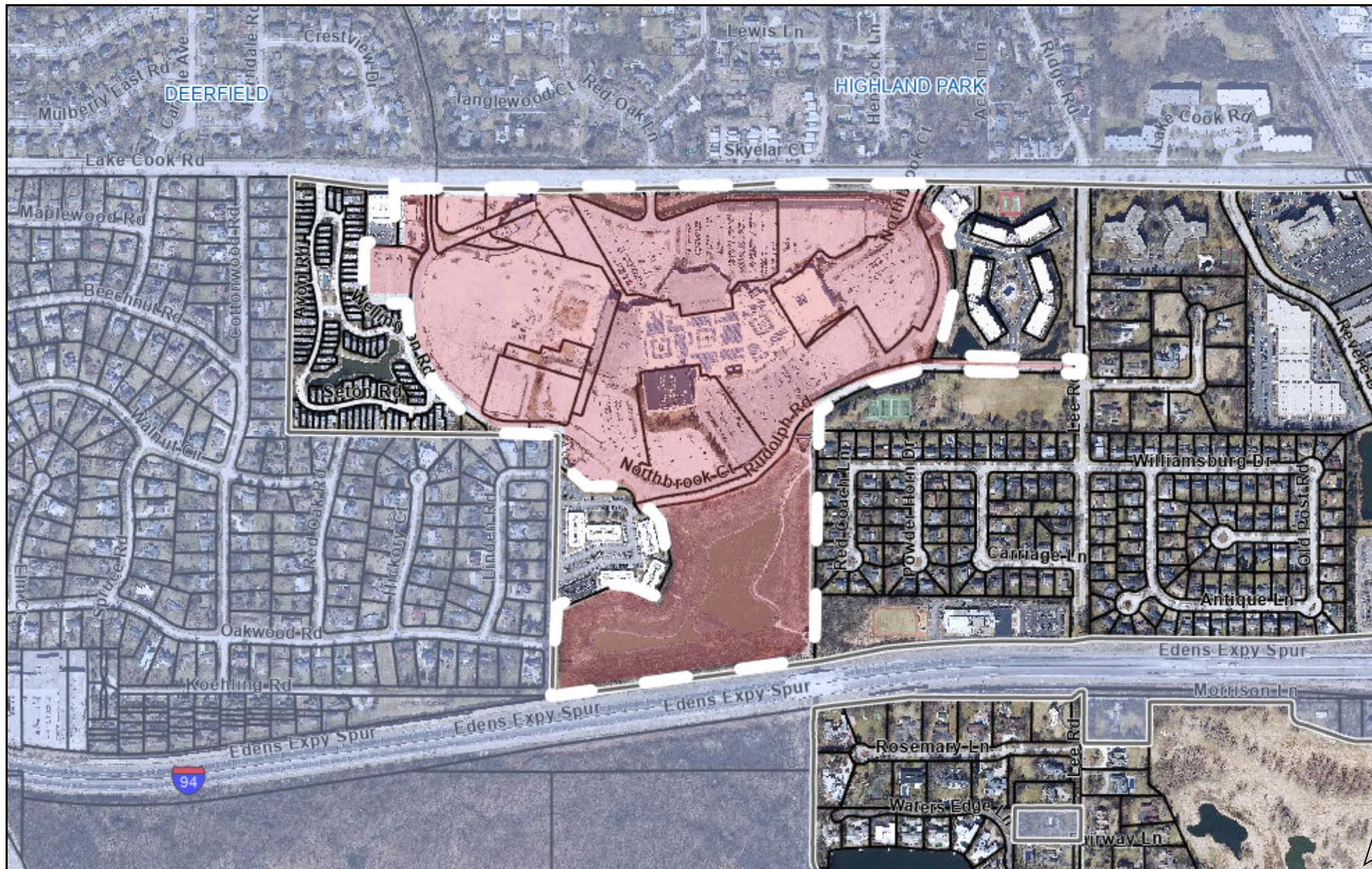
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Notes

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## 2. Eligibility Analysis

In the following section, the findings of the consultant's eligibility analysis are presented. The purpose of the eligibility analysis is to identify the presence of blighting factors—as delineated in the Act—that are present to a meaningful extent and reasonably distributed throughout the proposed RPA. A portion of the RPA is included in the Northbrook Court TIF District. The analysis and findings in this report and the related redevelopment plan and project are conditioned on the termination of the Northbrook Court TIF District prior to creation of a new TIF district including the RPA.

### 2.1 Provisions of TIF Act

Under the Act, there are two ways to establish eligibility for an area to permit the use of TIF for redevelopment: declaring an area as a “conservation area” or “blighted area.”

Conservation areas are defined as those improved areas that are deteriorating and declining and soon may become blighted if the deterioration is not abated. A conservation area finding requires that over half of the buildings within the area are 35 years or older, and that three or more TIF eligibility factors, as outlined in the following section, are present to a meaningful extent and reasonably distributed throughout the area.

A blighted area is like a conservation area but requires evidence that five or more of the eligibility factors are present to a meaningful extent and reasonably distributed. A blighted area does not, however, require evidence that over half of the buildings with the area are 35 years or older.

In the following, we describe the eligibility factors for improved and vacant land. It should be noted that there are two sets of eligibility criteria for vacant land—either can be used independently in establishing that vacant land is blighted under the Act.

### 2.2 Eligibility factors for improved land

In the following, we describe the eligibility factors for improved land as defined in the Act. Improved land refers to real property that has been developed. This means that the land has been modified in some way to make it more useful or valuable. The improvements may or may not enhance the value of the land.

#### Dilapidation

An advanced state of disrepair or neglect of necessary repairs to the primary structural components of buildings or improvements in such a combination that a documented building condition analysis determines that major repair is required, or the defects are so serious and so extensive that the buildings must be removed.

#### Obsolescence

The condition or process of falling into disuse. Structures have become ill-suited for the original use.

#### Deterioration

With respect to buildings, defects including, but not limited to, major defects in the secondary building components such as doors, windows, porches, gutters and downspouts, and fascia. With respect to surface improvements, that the condition of roadways, alleys, curbs, gutters, sidewalks,

off-street parking, and surface storage areas evidence deterioration, including, but not limited to, surface cracking, crumbling, potholes, depressions, loose paving material, and weeds protruding through paved surfaces.

#### Presence of structures below minimum code standards

All structures that do not meet the standards of zoning, subdivision, building, fire, and other governmental codes applicable to property, but not including housing and property maintenance codes.

#### Illegal use of individual structures

The use of structures in violation of applicable federal, state, or local laws, exclusive of those applicable to the presence of structures below minimum code standards.

#### Excessive vacancies

The presence of buildings that are unoccupied or under-utilized and that represent an adverse influence on the area because of the frequency, extent, or duration of the vacancies.

#### Lack of ventilation, light, or sanitary facilities

The absence of adequate ventilation for light or air circulation in spaces or rooms without windows, or that require the removal of dust, odor, gas, smoke, or other noxious airborne materials.

Inadequate natural light and ventilation means the absence of skylights or windows for interior spaces or rooms and improper window sizes and amounts by room area to window area ratios.

Inadequate sanitary facilities refers to the absence or inadequacy of garbage storage and enclosure, bathroom facilities, hot water and kitchens, and structural inadequacies preventing ingress and egress to and from all rooms and units within a building.

#### Inadequate utilities

Underground and overhead utilities such as storm sewers and storm drainage, sanitary sewers, water lines, and gas, telephone, and electrical services that are shown to be inadequate. Inadequate utilities are those that are: (a) of insufficient capacity to serve the uses in the redevelopment project area, (b) deteriorated, antiquated, obsolete, or in disrepair, or (c) lacking within the RPA.

#### Excessive land coverage and overcrowding of structures and community facilities

The over-intensive use of property and the crowding of buildings and accessory facilities onto a site. Examples of problem conditions warranting the designation of an area as one exhibiting excessive land coverage are: (a) the presence of buildings either improperly situated on parcels or located on parcels of inadequate size and shape in relation to present-day standards of development for health and safety and (b) the presence of multiple buildings on a single parcel. For there to be a finding of excessive land coverage, these parcels must exhibit one or more of the following conditions: insufficient provision for light and air within or around buildings, increased threat of spread of fire due to the close proximity of buildings, lack of adequate or proper access to a public right-of-way, lack of reasonably required off-street parking, or inadequate provision for loading and service.

#### Deleterious land use or layout

The existence of incompatible land-use relationships, buildings occupied by inappropriate mixed-uses, or uses considered to be noxious, offensive, or unsuitable for the surrounding area.

Environmental clean-up

The proposed redevelopment project area has incurred Illinois Environmental Protection Agency (EPA) or U.S. EPA remediation costs for, or a study conducted by an independent consultant recognized as having expertise in environmental remediation has determined a need for, the clean-up of hazardous waste, hazardous substances, or underground storage tanks required by state or federal law, provided that the remediation costs constitute a material impediment to the development or redevelopment of the RPA.

Lack of community planning

The proposed redevelopment project area was developed prior to or without the benefit or guidance of a community plan. This means that the development occurred prior to the adoption by the municipality of a comprehensive or other community plan or that the plan was not followed at the time of the area's development. This factor must be documented by evidence of adverse or incompatible land-use relationships, inadequate street layout, improper subdivision, parcels of inadequate shape and size to meet contemporary development standards, or other evidence demonstrating an absence of effective community planning.

Declining EAV

The total EAV of the proposed RPA has declined for three (3) of the last (5) five calendar years prior to the year in which the RPA is designated or is increasing at an annual rate that is less than the balance of the municipality for three (3) of the last five (5) calendar years for which information is available or is increasing at an annual rate that is less than the Consumer Price Index for All Urban Consumers (CPI-U) published by the U.S. Department of Labor or successor agency for three (3) of the last five (5) calendar years prior to the year in which the RPA is designated.

## 2.3 Eligibility factors for vacant land (2-factor test)

In the following, we describe the eligibility factors for vacant land as defined in the Act under the two-factor test. Vacant land is land that may be improved or developed but is not currently in use and has no structures. If vacant, two (2) or more of the following factors must be (a) present, with that presence documented, to a meaningful extent so that a municipality may reasonably find that the factor is clearly present within the intent of the Act and (b) reasonably distributed throughout the vacant part of the RPA to which it pertains:

Obsolete platting

Obsolete platting of vacant land that results in parcels of limited or narrow size or configurations of parcels of irregular size or shape that would be difficult to develop on a planned basis and in a manner compatible with contemporary standards and requirements, or platting that failed to create rights-of-ways for streets or alleys or that created inadequate right-of-way widths for streets, alleys, or other public rights-of-way or that omitted easements for public utilities.

Diversity of ownership

Diversity of ownership of parcels of vacant land sufficient in number to retard or impede the ability to assemble the land for development.

Tax delinquencies

Tax and special assessment delinquencies exist, or the property has been the subject of tax sales under the Property Tax Code within the last five (5) years.

Adjacent deterioration

Deterioration of structures or site improvements in neighboring areas adjacent to the vacant land.

Environmental clean-up

The area has incurred Illinois EPA or U.S. EPA remediation costs for, or a study conducted by an independent consultant recognized as having expertise in environmental remediation has determined a need for, the clean-up of hazardous waste, hazardous substances, or underground storage tanks required by state or federal law, provided that the remediation costs constitute a material impediment to the development or redevelopment of the RPA.

Declining EAV

The total EAV of the proposed RPA has declined for three (3) of the last five (5) calendar years prior to the year in which the RPA is designated or is increasing at an annual rate that is less than the balance of the municipality for three (3) of the last five (5) calendar years for which information is available or is increasing at an annual rate that is less than the CPI-U published by the U.S. Department of Labor or successor agency for three (3) of the last five (5) calendar years prior to the year in which the redevelopment project area is designated.

## 2.4 Eligibility factors for vacant land (1-factor test)

In the following, we describe the eligibility factors for vacant land as defined in the Act under the one-factor test. If vacant, the sound growth of the redevelopment project area is impaired by one (1) of the following factors that (a) is present, with that presence documented, to a meaningful extent so that a municipality may reasonably find that the factor is clearly present within the intent of the Act and (b) is reasonably distributed throughout the vacant part of the RPA to which it pertains:

Unused quarries or mines

The area consists of one or more unused quarries, mines, or strip mine ponds.

Unused railroad

The area consists of unused rail yards, rail tracks, or railroad rights-of-way.

Chronic flooding

The area, prior to its designation, is subject to (a) chronic flooding that adversely impacts on real property in the area as certified by a registered professional engineer or appropriate regulatory agency or (b) surface water that discharges from all or a part of the area and contributes to flooding within the same watershed, but only if the redevelopment project provides for facilities or improvements to contribute to the alleviation of all or part of the flooding.

Illegal disposal site

The area consists of an unused or illegal disposal site containing earth, stone, building debris, or similar materials that were removed from construction, demolition, excavation, or dredge sites.

Town center

The area has been designated as a town or village center by ordinance or comprehensive plan adopted prior to January 1, 1982, and the area has not been developed for that designated purpose.

### Blighted prior to becoming vacant

The area qualified as a blighted improved area immediately prior to becoming vacant unless there has been substantial private investment in the immediately surrounding area.

## 2.5 Methodology

In conducting its eligibility surveys, the consultant documented conditions and tabulated them by the types of blighting factors listed in the Act. An analysis was made of each of the blighting factors to determine the locations and extent to which each of the factors is present in the proposed RPA. Listed below are the types of surveys and analyses conducted:

1. Exterior survey of the condition and use of the buildings and land in the proposed RPA,
2. Site surveys of streets, driveways, sidewalks, curbs and gutters, lighting, parking facilities, landscaping, fences and walls, and general property maintenance,
3. Analysis of existing uses and their relationship to the community,
4. Analysis of current parcel configuration, building size, and building layout,
5. Analysis of real estate property values for all tax parcels in the proposed RPA for tax years 2016 to 2021, and
6. Information from Village staff as to the conditions, redevelopment efforts, and site conditions in the proposed RPA.

Field reconnaissance was conducted in-person by the consultant over several occasions in May 2023.

## 2.6 Eligibility findings for improved parcels

In the section below, the six (6) eligibility factors for improved land found by the consultant to be present and reasonably distributed throughout the study area are described in detail.

### Factor #1: Obsolescence

Per the Act, obsolescence is defined as the condition or process of falling into disuse where structures have become ill-suited for their original use. A single-use regional shopping center is an outmoded type of development, and a retail development of similar scale today would never be configured in the same manner as Northbrook Court. In addition, shifts in consumer behavior since the original development of the center and changing expectations of shoppers add to the obsolescence of the center.

Northbrook Court is significantly challenged by its configuration as well as the difficulties in accessing much of the center given the decline and closure of two of the four traditional fashion anchor tenants, impairing access and activation. Oversized, inflexible space requires significant capital investment to activate. This rigid format and building vintage create insurmountable challenges given the pace of changing preferences of retailers who seek more adaptability to respond to market trends and consumer demands.

Additionally, the size and configuration of the common areas in the mall building require significant ongoing maintenance and additional operational costs that become difficult to justify due to

declining rents and increased vacancy. In addition, consumers tend to prefer open-air retail elements and dining environments which Northbrook Court's built structure largely prevents today.

#### Factor #2: Deterioration

Many secondary building components, including doors, windows, gutters and downspouts, and fascia exhibited signs of deterioration. The consultant also observed deterioration of interior building components, including floor tiling, interior wall treatments, and permanent fixtures. Widespread deterioration of the 4,500-space surface parking lot was also observed and documented, including cracking, crumbling, potholes, depressions, loose paving material, and weeds protruding through paved surfaces.

#### Factor #3: Excessive vacancies

According to CoStar, a leading provider of real estate industry data, malls in the regional market have an average vacancy rate of 8.7 percent. This is the highest rate among all retail property types. As a thumb rule, anything below 10 percent is considered a healthy rate and anything less than five percent is considered excellent.

Over the past five years, there has been a noticeable increase in vacancy at Northbrook Court. From 2018 to 2022, the vacancy rate increased from under 10 percent to over 20 percent. This trend shows that the vacancy rate at Northbrook Court more than tripled in just four years and highlights the stark decline in the relevancy and competitiveness of the mall property within the regional market.

The increase in vacancy prior to the pandemic resulted from changes in the local market, increased competition from neighboring properties, and shifts in tenant preferences. The unprecedented challenges posed by the pandemic significantly impacted real estate markets and adversely affected potential demand for space at Northbrook Court permanently.

#### Factor #4: Inadequate utilities

The Act defines this factor as those underground and overhead utilities—including storm sewers and storm drainage, sanitary sewers, water lines, and gas, telephone, and electrical services—that are shown to be inadequate. Inadequate utilities are those that are: (a) of insufficient capacity to serve the uses in the RPA, (b) deteriorated, antiquated, obsolete, or in disrepair, or (c) lacking within the area.

When Northbrook Court was originally developed in the mid-1970s, its location was at the periphery of the Village's water system. The water system was constructed as a private system in a loop around the mall building and below the parking fields. Per the Village's Public Works Department, this configuration is inadequate for several reasons. First, the loop configuration is inadequate for redevelopment of the proposed RPA, since it would likely need to be completely reconstructed for any site configuration other than the current one with the large mall building in the center of the property. Second, Village staff indicated that the location of the water main under a parking lot is inadequate and that the new water mains need to be constructed a road or within a dedicated easement.

Third and finally, per Village staff, the existing water mains at Northbrook Court are likely 50 to 75 percent through their useful lifespan. Any comprehensive redevelopment of the proposed RPA will require the construction of a new water-main system.

**Factor #5: Lack of community planning**

Northbrook Court was first planned and developed in the mid-1970s, several years before the adoption of the Village's first Community Plan in 1982. Further, the Village's original Comprehensive Plan shows the mall property classified as "Business" in its future land use map, which is inconsistent with contemporary land-use planning standards for a site of this scale.

Lack of community planning as a blighting factor is evidenced by incompatible land-use relationships, inadequate street layout, improper subdivision, parcels of inadequate shape and size to meet contemporary development standards, or other evidence demonstrating an absence of effective community planning. Evidence of this factor in the study area is underscored by the property's large and underutilized parking fields and its awkward parcel sizes and shapes.

**Factor #6: Declining EAV**

Total EAV is a measure of the property value in the proposed RPA. The EAV history of all improved tax parcels included in the proposed RPA was calculated for the last six (6) years for which equalized assessed values were available. The most recent year for which final information was available was tax year 2021. According to the Act, to qualify for this factor, the total EAV of the improved parcels in the RPA must demonstrate one (1) of the following for at least three (3) of the last five (5) year-to year periods:

1. A decrease in EAV,
2. An increase in EAV at an annual rate that is less than the balance of the municipality, or
3. An increase in EAV at an annual rate that is less than the CPI-U.

We analyzed EAV for the parcels within the proposed RPA and the balance of the Village, and found that the RPA met eligibility criteria due to:

1. A decline in the total EAV of the improved parcels for three (3) of the past five (5) year-to-year periods, and
2. A total EAV growth rate less than CPI-U for three (3) of the last five (5) year-to-year periods.

**Table 2.1** summarizes these findings below, with qualifying years shown in red:

**Table 2.1: EAV analysis, 2016-21**

	2016-17	2017-18	2018-19	2019-20	2020-21
RPA	5.8%	<b>-1.7%</b>	9.3%	<b>-16.2%</b>	<b>-11.0%</b>
Municipality	4.2%	-2.2%	13.3%	0.3%	-7.1%
CPI	2.1%	<b>1.9%</b>	2.3%	<b>1.4%</b>	<b>7.0%</b>

Source: Cook County Assessor, Cook County Clerk, U.S. Bureau of Labor Statistics, and Murakishi

Lack of growth in EAV is one of the strongest indicators that the area has been falling into a state of decline. The declining EAV factor is an area-wide factor and present throughout the improved properties in the proposed RPA.

## 2.7 Eligibility findings for vacant parcels

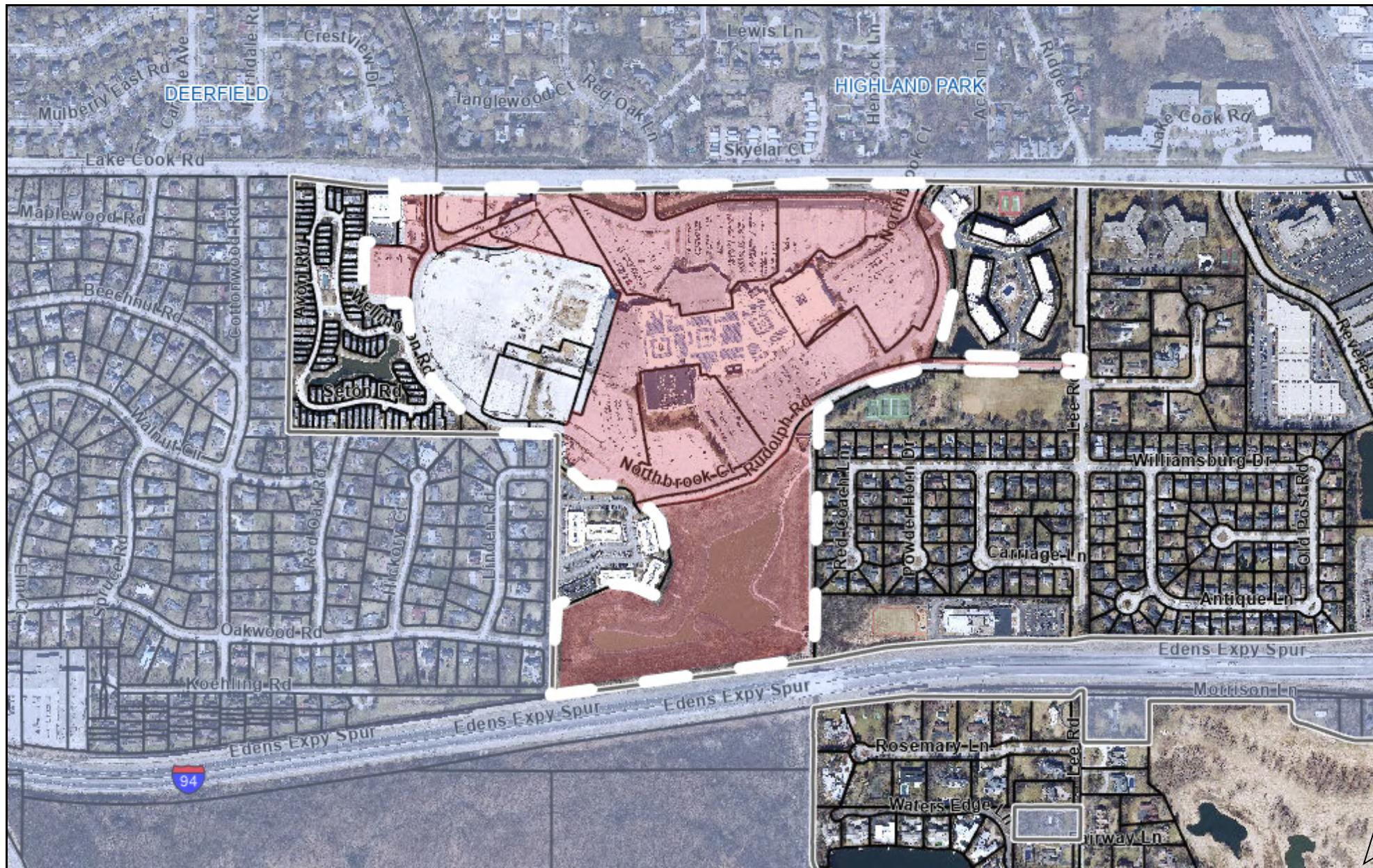
The three PINs that comprise the vacant former Macy's property qualify as a blighted improved area immediately prior to becoming vacant, meeting the eligibility requirements for the one-factor test for vacant properties described above. This blighting qualification was established when the

Village designated the original Northbrook Court TIF district in 2019, which found that the properties that comprise the former Macy's site qualified as blighted under the Act.

Since 2019, the former Macy's store site at the west end of the mall property, including the footprint of the former store building and park area, remains vacant and unimproved with a construction fence around the property leaving the vertical west wall exposed. While this area is used annually for a drive through-style holiday light show, this seasonal pop-up use has not resulted in any measurable improvement to the demolition site, and the site still exhibits signs of deterioration, cracking, crumbling, potholes, depressions, loose paving material, and weeds protruding through paved surfaces.

## 2.8 Eligibility summary

Upon conclusion of the review and analysis described above, it has been determined by the consultant that the conditions found within the proposed Northbrook Court II RPA satisfy the eligibility requirements of the Act as a "blighted area" for both the improved and vacant portions of the study area. This analysis and accompanying maps on the following pages demonstrate the provisions of the Act that establish eligibility.



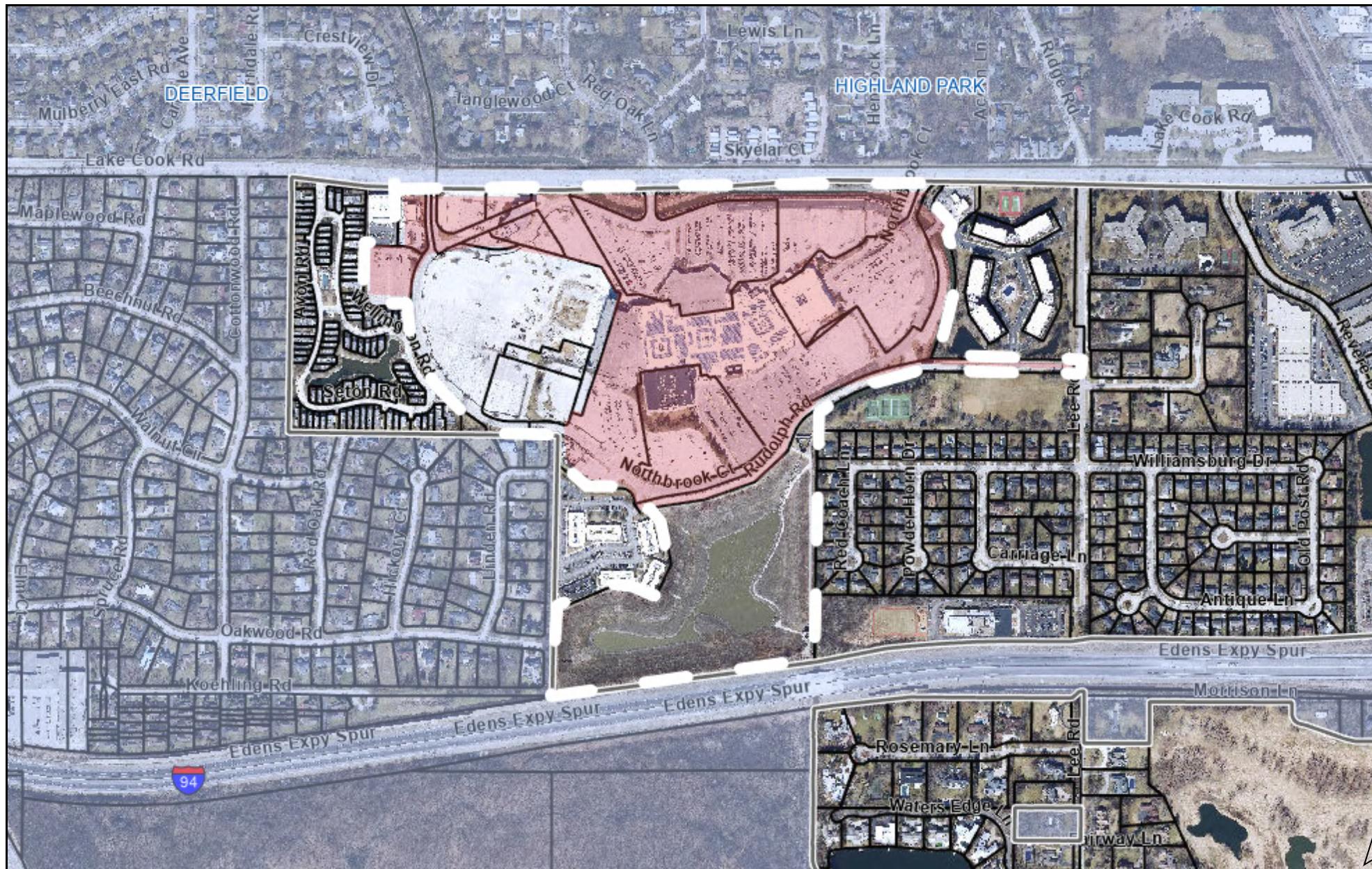
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#### Notes

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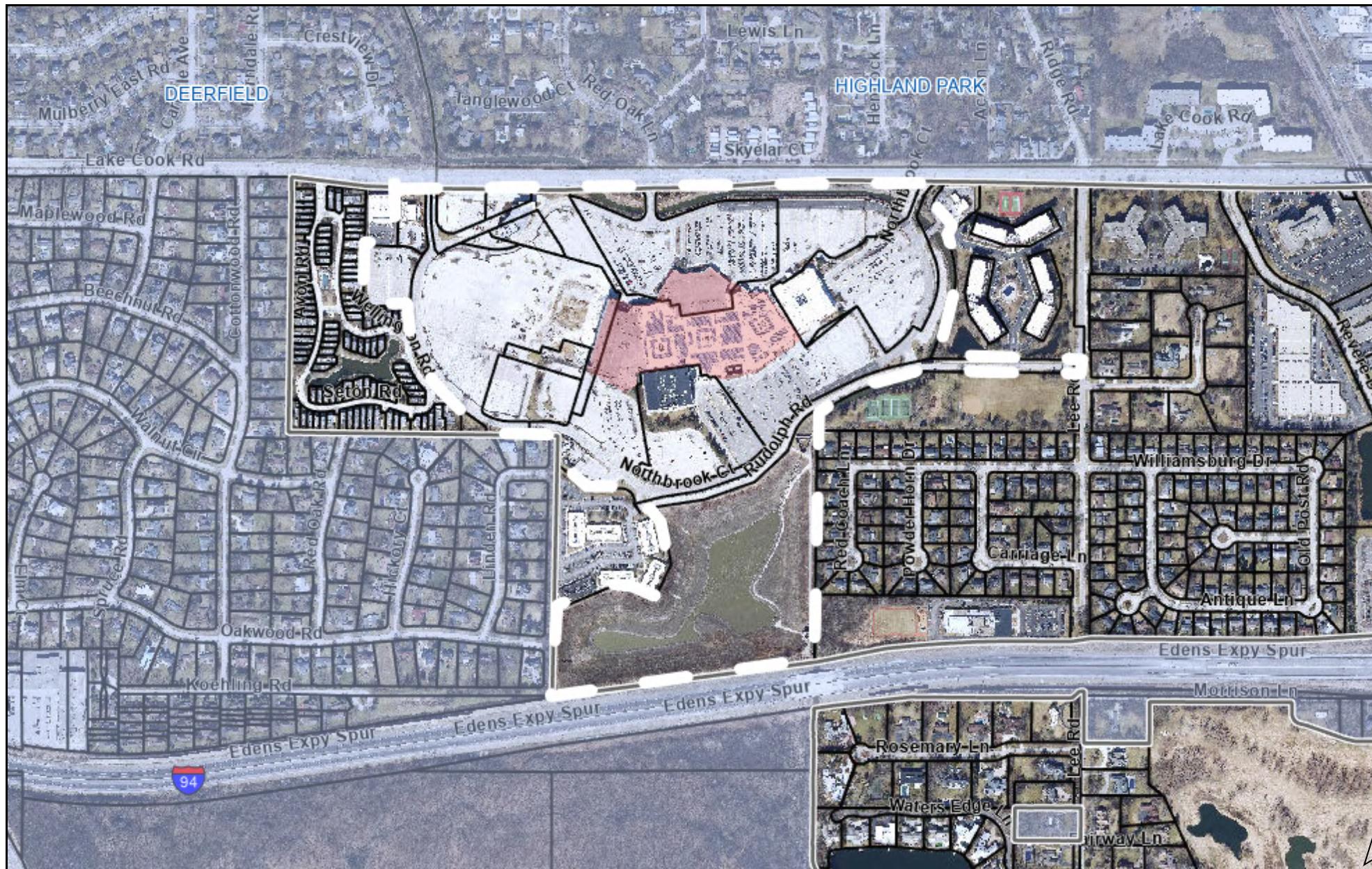
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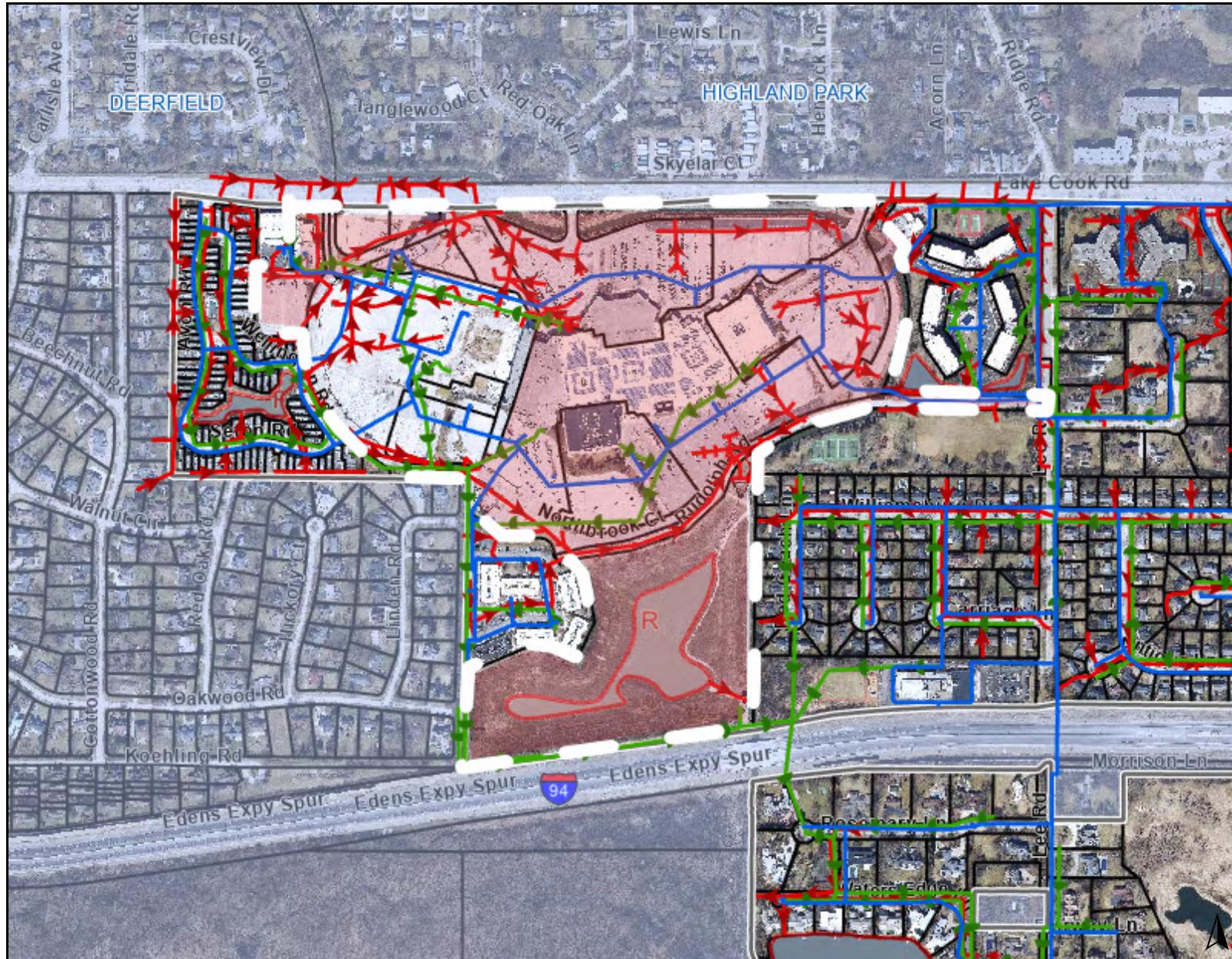
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#### Notes

TIF District - White Dash line

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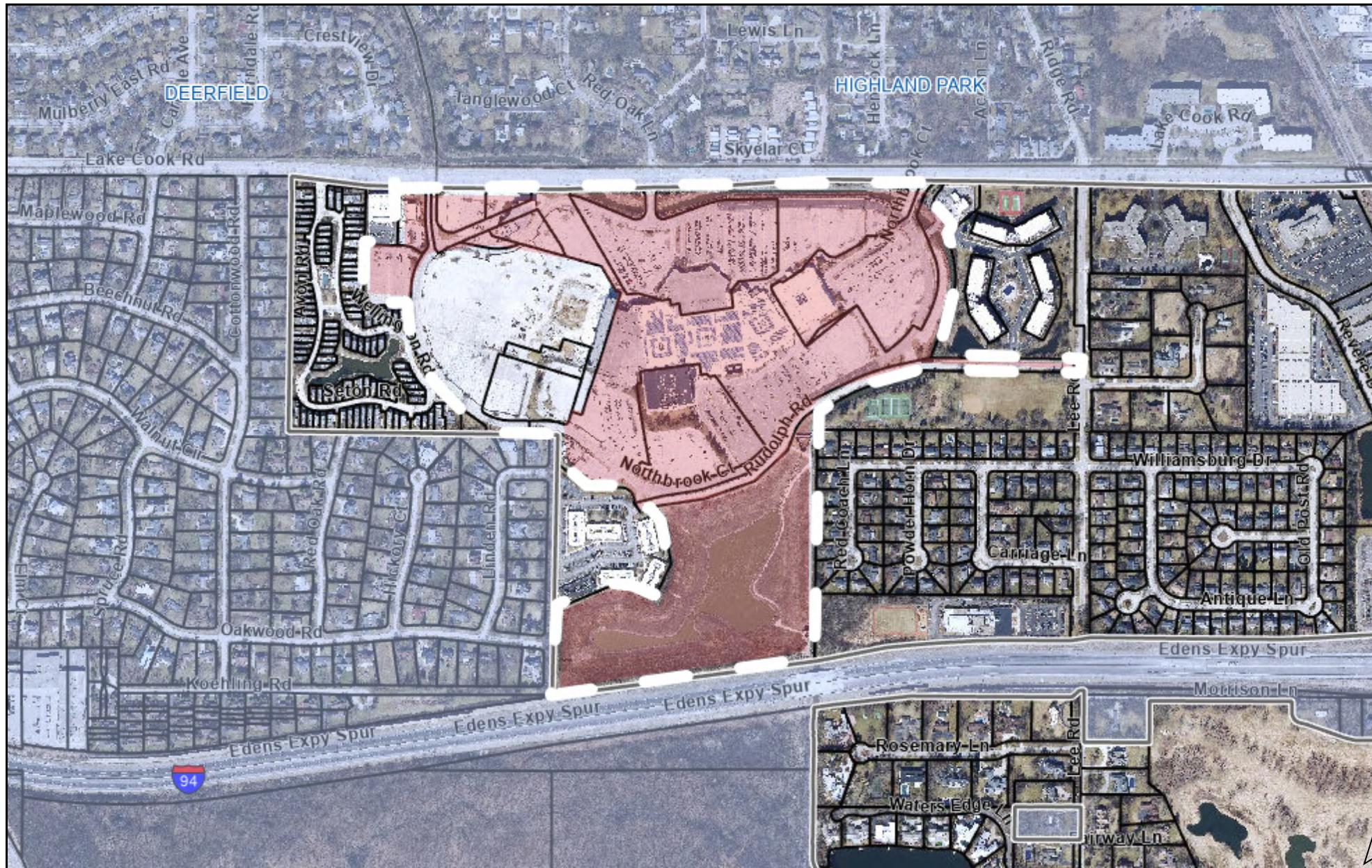
## Northbrook Court II TIF Inadequate Utilities - Map 7



Print Date: 6/15/2023

## Notes

TIF District - White Dash line



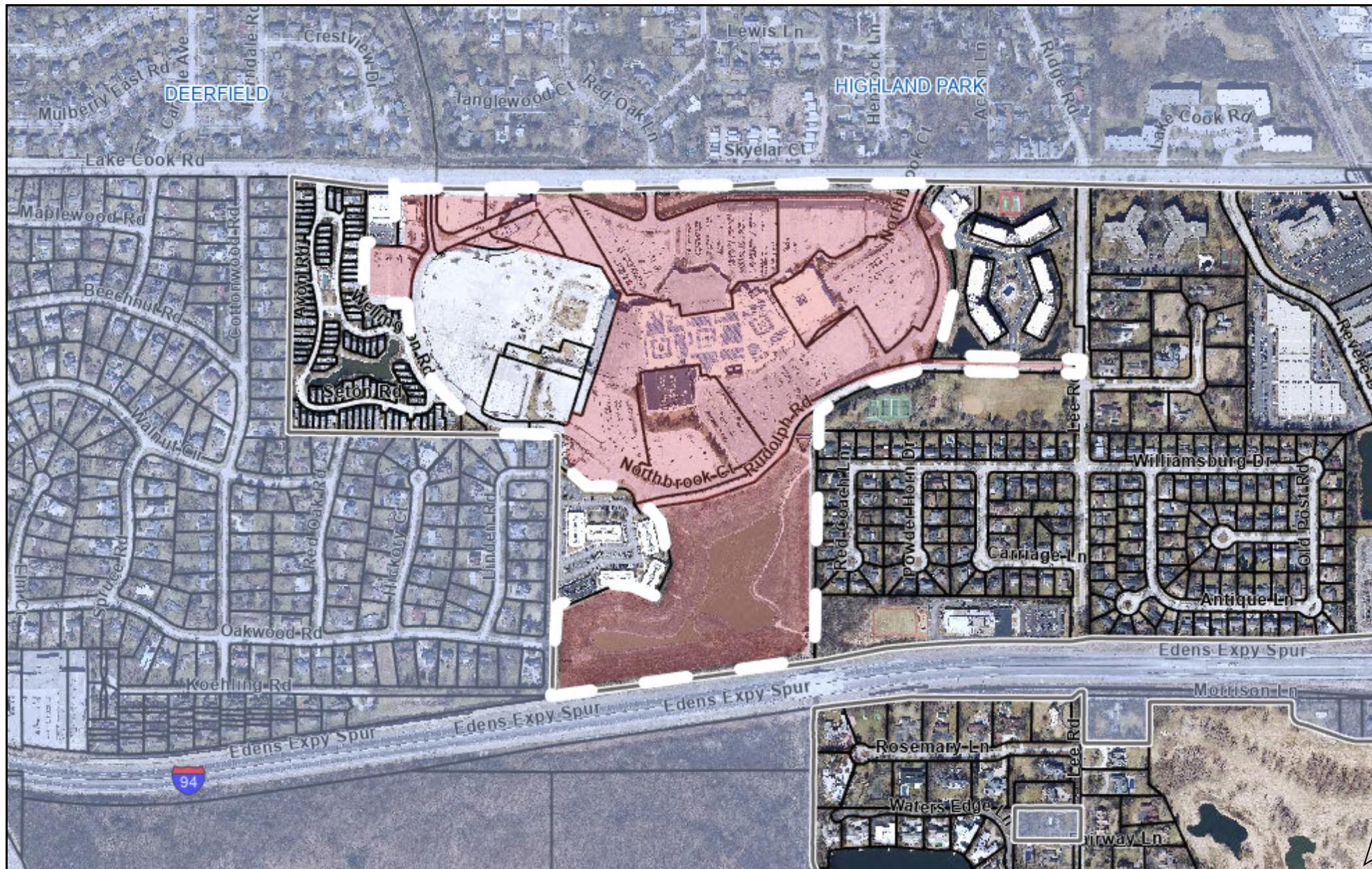
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Print Date: 6/15/2023

Notes

TIF District - White Dash line

## Northbrook Court II TIF Declining EAV - Map 9



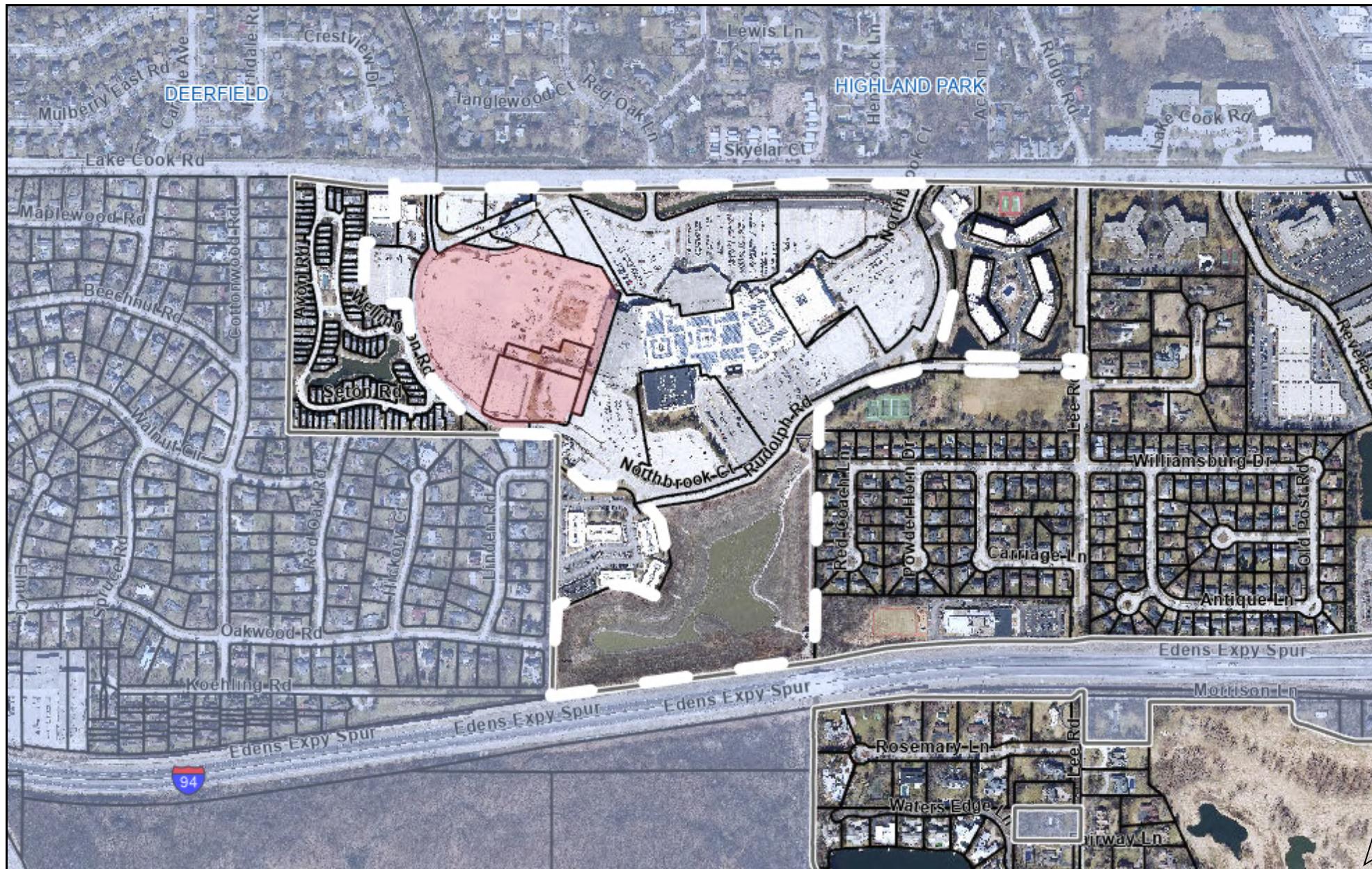
0 1000 2000 ft

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Notes

TIF District - White Dash line

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0 1000 2000 ft

Print Date: 6/15/2023

#### Notes

TIF District - White Dash line; Red shaded area - Blighted prior to becoming vacant

## 3. Redevelopment Plan

Per the Act, a TIF redevelopment plan is the municipality's comprehensive program for redevelopment through the payment of redevelopment project costs to reduce or eliminate the blighting conditions that qualified the RPA as a conservation, blighted area, or combination thereof. This redevelopment plan and project includes the Village's goals and objectives for the RPA, a general description of the project and proposed future land uses, a financial plan, a summary of additional required findings and tests, and other plan elements required by the Act.

### 3.1 Village goals and objectives

A goal is an achievable outcome that is generally broad and longer-term, while an objective is shorter-term and defines measurable actions to achieve an overall goal. While different, the two terms are often used in unison when preparing a plan. This is because both are essential to planning and executing a plan and project.

The overall goal of the TIF redevelopment plan is to reduce or eliminate conditions that qualify the Northbrook Court II RPA as a blighted area and to provide the direction and mechanisms necessary to redevelop the RPA as a vibrant mixed-use area.

#### Village goals

The Village has identified the following goals to guide the redevelopment of the Northbrook Court shopping center:

- To create an environment that will contribute more positively to the health, safety, and general welfare of the Village and its residents,
- Provide for the implementation of economic development and redevelopment strategies that benefit the Village and its residents,
- Preserve and strengthen the property tax base for overlapping taxing jurisdictions and sales tax base of the Village,
- Create new jobs and retain existing jobs for the Village and area residents,
- Replat parcels of property to permit modern development and land use,
- Improve infrastructure that will serve the improvements on all the properties and provide safe and efficient access to the parcels, and
- Facilitate and promote environmentally focused investments and initiatives that advance the Village's Climate Action Plan (CAP) mission to reduce greenhouse-gas emissions community-wide and foster sustainability.

#### Village Objectives

The Village has identified the following objectives to achieve the goals outlined above:

- Establish Northbrook Court as a premier shopping destination on Chicago's North Shore,

- Create an improved shopping experience for Northbrook Court shoppers, a more diverse tenant mix, and improved dining options to ensure its long-term success in the Village,
- Increase customer visits to Northbrook Court, focusing on non-Village resident patronage,
- Prevent future vacancies and encourage the redevelopment of vacant spaces,
- Promote and enhance retail business occupancy within existing buildings and structures through the utilization of applicable funds for eligible capital improvements,
- Address physical deficiencies of facilities, infrastructure, and obsolescence of the center,
- Facilitate right-of-way and private roadway improvements, public transportation, parking, and access related agreements and enhancements within the area, and
- Promote environmentally sustainable investments in commercial and residential development projects.

### 3.2 Project description

The Village intends to provide or enter into agreements with developers or other private-sector interests to provide certain public and private improvements in the RPA to enhance the immediate area and to serve the needs of development. Village projects may include:

- Redesign site to enhance current uses, which may require the demolition and replacement of buildings,
- Facilitation of site preparation, including the subdivision, or consolidation of property to support coordinated redevelopment within the district, and
- Installation, repair, and relocation of public and private utilities, including construction or replacement of the public utility mains, service lines, and related system improvements,
- Installation, repair, and relocation of certain street improvements including construction or replacement of roadways, traffic signalization, and other surface improvements,
- Improve streetscape design, pedestrian access, distinctive lighting, signage and landscaping, and other appropriate site amenities, and
- Construction of other public and private site improvements.

### 3.2 Proposed future land use

The proposed future land use of the RPA, shown in **Map 11** on page 33, reflects the goals objectives of this redevelopment plan and project. For the purposes of this plan, the mixed-use designation is meant to allow for a variety of uses throughout the RPA, in a manner that is in conformance with the Village's comprehensive plan. The future land use plan establishes long-term targets for development in the Village, which are consistent with the community's overall vision for the future.

### 3.3 Financial plan

The TIF Act describes a redevelopment plan and project as a comprehensive program for redevelopment through the payment of redevelopment project costs to reduce or eliminate blighting conditions. Further, the Act delineates eight required elements of a redevelopment plan for a blighted area, including:

1. An itemized list of estimated redevelopment project costs,
2. Evidence indicating that the RPA overall has not been subject to growth and development through investment by private enterprise,
3. An assessment of any financial impact of the RPA on or any increased demand for services from any taxing district affected by the plan and any program to address such financial impact or increased demand,
4. The sources of funds to pay costs,
5. The nature and term of the obligations to be issued,
6. The most recent EAV of the RPA,
7. An estimate as to the EAV after redevelopment and the general land uses to apply in the RPA, and
8. A commitment to fair employment practices and an affirmative action plan.

In the following, the elements listed above are delineated for the Northbrook Court II RPA, beginning with a description of eligible costs under the Act.

#### Eligible costs

Per the Act, redevelopment project costs include the sum total of all reasonable or necessary costs incurred or estimated to be incurred, and any such costs incidental to a redevelopment plan and project. Some of the categories of these costs are summarized below. All categories of "redevelopment project costs" as defined in the Act, and as the Act may be amended, are incorporated into this redevelopment plan.

#### *Professional services*

Costs of studies, surveys, development of plans, and specifications, implementation and administration of the redevelopment plan, including but not limited to staff and professional service costs for architectural, engineering, legal, financial, planning, or other services, provided, however, that no charges for professional services may be based on a percentage of the tax increment collected. Professional services can also include a municipality's costs associated with administering the TIF district and the marketing of sites in the RPA. See 65 ILCS 5/11-74.4-3(q)(1) and (1.6).

#### *Property assembly*

Property assembly costs, including but not limited to acquisition of land and other property, real or personal, or rights or interests therein, demolition of buildings, site preparation, site improvements that serve as an engineered barrier addressing ground-level or below-ground environmental

contamination, including but not limited to parking lots and other concrete or asphalt barriers, and the clearing and grading of land. See 65 ILCS 5/11-74.4-3(q)(2).

*Rehabilitation costs*

Costs of rehabilitation, reconstruction, or repair or remodeling of existing public or private buildings, fixtures, and leasehold improvements, and the cost of replacing an existing public building if, pursuant to the implementation of a redevelopment project, the existing public building is to be demolished to use the site for private investment or devoted to a different use requiring private investment, including any direct or indirect costs relating to Green Globes or LEED-certified construction elements or construction elements with an equivalent certification. See 65 ILCS 5/11-74.4-3(q)(3).

*Public improvements*

Costs of the construction of public works or improvements, including any direct or indirect costs relating to Green Globes or LEED-certified construction elements or construction elements with an equivalent certification. See 65 ILCS 5/11-74.4-3(q)(4).

*Job training*

Costs of job training and retraining projects, including the cost of "welfare to work" programs implemented by businesses located within the RPA. See 65 ILCS 5/11-74.4-3(q)(5).

*Financing costs*

Financing costs, including but not limited to all necessary and incidental expenses related to the issuance of obligations and which may include payment of interest on any obligations issued hereunder, including interest accruing during the estimated period of construction of any redevelopment project for which such obligations are issued and for not exceeding 36 months thereafter and including reasonable reserves related thereto. See 65 ILCS 5/11-74.4-3(q)(6).

*Taxing district capital costs*

To the extent the municipality by written agreement accepts and approves the same, all or a portion of a taxing district's capital costs resulting from the redevelopment project necessarily incurred or to be incurred within a taxing district in furtherance of the objectives of the redevelopment plan and project. See 65 ILCS 5/11-74.4-3(q)(7).

*School district payments*

For RPAs designated (or RPAs amended to add or increase the number of TIF-assisted housing units), an elementary, secondary, or unit school district's increased costs attributable to assisted housing units located within the RPA for which the developer or redeveloper receives financial assistance through an agreement with the municipality or because the municipality incurs the cost of necessary infrastructure improvements within the boundaries of the assisted housing sites necessary for the completion of that housing as authorized by the Act. See 65 ILCS 5/11-74.4-3(q)(7.5).

*Library district payments*

A public library district's increased costs attributable to assisted housing units located within the RPA for which the developer or redeveloper receives financial assistance through an agreement with the municipality or because the municipality incurs the cost of necessary infrastructure improvements within the boundaries of the assisted housing sites necessary for the completion of that housing. See 65 ILCS 5/11-74.4-3(q)(7.7).

*Relocation costs*

Relocation costs to the extent that a municipality determines that relocation costs shall be paid or is required to make payment of relocation costs by federal or state law or to satisfy other requirements in the Act. See 65 ILCS 5/11-74.4-3(q)(8).

*Payment in lieu of taxes*

Payment in lieu of taxes. See 65 ILCS 5/11-74.4-3(q)(9).

*Job re-/training*

Costs of job training, retraining, advanced vocational education, or career education, including but not limited to courses in occupational, semi-technical or technical fields leading directly to employment, incurred by one or more taxing districts. See 65 ILCS 5/11-74.4-3(q)(10).

*Interest costs*

Interest cost incurred by a redeveloper related to the construction, renovation, or rehabilitation of a redevelopment project provided that such costs are to be paid directly from the special tax allocation fund established pursuant to the Act and may not exceed 30 percent of the annual interest costs incurred by the redeveloper with regard to the redevelopment project during that year. See 65 ILCS 5/11-74.4-3(q)(11).

*Ineligible costs*

Unless explicitly stated in the Act, the cost of construction of new privately-owned buildings are not an eligible redevelopment project cost.

Estimated redevelopment project costs

The estimated eligible costs of this redevelopment plan are presented in **Table 3.1** on the following page. The total eligible redevelopment costs provide an upper limit on expenditures that are to be funded using TIF revenue, exclusive of capitalized interest, issuance costs, interest, and other financing costs. These line-item amounts should not be construed as a commitment by the Village to use TIF revenue to reimburse a developer for TIF-eligible expenditures. Within this limit, adjustments may be made between line items and other categories of redevelopment project costs, including those categories not listed below, without amendment to the plan.

### Table 3.1: Estimated TIF-eligible costs

<b>Professional services.</b> Costs of studies, surveys, development of plans, and specifications, implementation, and administration of the redevelopment plan, including but not limited to staff and professional service costs for architectural, engineering, legal, financial, planning, or other services. Professional services can also include a municipality's costs associated with administering the TIF district and the marketing of sites in the RPA.	\$ 5,000,000
<b>Property assembly.</b> Costs including but not limited to acquisition of land, demolition, site preparation, site improvements, and the clearing and grading of land.	25,000,000
<b>Rehabilitation costs.</b> Costs of rehabilitation, reconstruction, or repair or remodeling of existing public or private buildings, fixtures, and leasehold improvements, and the cost of replacing an existing public building if, pursuant to the implementation of a redevelopment project, the existing public building is to be demolished to use the site for private investment or devoted to a different use requiring private investment.	30,000,000
<b>Public improvements.</b> Costs of the construction of public works or improvements (e.g., schools and other public facilities), including any direct or indirect costs relating to Green Globes or LEED certified construction elements or construction elements with an equivalent certification. (1)	50,000,000
<b>Statutory school district payments.</b> An elementary, secondary, or unit school district's increased costs attributable to assisted housing units located within the RPA for which the developer or redeveloper receives financial assistance through an agreement with the municipality or because the municipality incurs the cost of necessary infrastructure improvements within the boundaries of the assisted housing sites necessary for the completion of that housing as authorized by the Act. (2)	15,000,000
<b>Capital cost payments to school districts.</b> To the extent the municipality by written agreement accepts and approves the same, all or a portion of a taxing district's capital costs resulting from the redevelopment project necessarily incurred or to be incurred within a taxing district in furtherance of the objectives of the redevelopment plan and project. (3)	25,000,000
<b>Interest costs.</b> Cost incurred by a redeveloper related to the construction, renovation, or rehabilitation of a redevelopment project provided that such costs are to be paid directly from the special tax allocation fund established pursuant to the Act and may not exceed 30% of the annual interest costs incurred by the redeveloper regarding the redevelopment project during that year.	5,000,000
<b>Total redevelopment costs (4)(5)</b>	<b>155,000,000</b>

(1) This category may also include paying for capital costs of taxing districts affected by the redevelopment of the project area. As permitted by the Act, to the extent the Village by written agreement accepts and approves to the same, the Village may pay or reimburse all or a portion of a taxing districts capital costs resulting from a redevelopment project necessarily incurred or to be incurred with a taxing district in furtherance of the objectives of the redevelopment plan.

(2) In the event that the statutorily calculated and required school district payments exceed \$15,000,000, the total estimated project costs will be increased by a corresponding amount without need to further action to amend the plan and project.

(3) Capital cost payments will equal the difference between the required school district payments required to be distributed to School Districts 225 and 28 each year based on enrollment and the maximum possible statutory school district payment (40% of increment generated by the residential portion of the redevelopment project). This number will vary annually.

(4) Total redevelopment costs exclude any additional financing costs, including any interest expense, capitalized interest and costs associated with optional redemptions. These costs are subject to prevailing market conditions and are payable in addition to total project costs.

(5) The amount of the total redevelopment costs that can be incurred in the RPA will be reduced by the amount of redevelopment project costs incurred in a contiguous redevelopment area (if one should exist) or those separated from the project area only by a public right of way, that are permitted under the Act to be paid, and are paid, from incremental property taxes generated in the RPA, but will not be reduced by the amount of redevelopment project costs incurred in the RPA that are apaid form incremental property taxes generated in contiguous RPAs or those separated from the project area only by a public right of way.

Adjustments to the estimated line-item costs above are expected. All costs are in 2023 dollars and total estimated redevelopment project cost may be increased by up to five percent (5%)—after adjusting for annual inflation—without amendment to this plan. The individual costs will be reevaluated considering the status of the private development and resulting tax revenues. In addition to the above stated costs, each issue of obligations issued to finance the project may include an amount of proceeds sufficient to pay customary and reasonable charges associated with the issuance of such obligations, including interest costs.

#### Phasing and scheduling of the redevelopment

Each private project within the proposed RPA receiving TIF benefits will be governed by the terms of a written redevelopment agreement entered by a designated developer and the Village of Northbrook. This redevelopment plan is estimated to be completed, and all obligations issued to finance redevelopment costs are estimated to be retired, no later than December 31 of the year in which the payment to the Village provided in the Act is to be made with respect to *ad valorem* taxes levied in the 23<sup>rd</sup> calendar year following the year in which the ordinance approving this proposed RPA is adopted. This redevelopment plan is estimated to be completed, and all obligations issued to finance redevelopment costs shall be retired, no later than December 31, 2047, if the ordinances establishing the proposed RPA are adopted during calendar year 2023.

#### Financial impact

As described previously, without the adoption of this redevelopment plan, the Northbrook Court II RPA is not expected to be redeveloped by private enterprise. This report has established the presence of blighting factors per the Act that reduce the attractiveness of the RPA as a place to maintain and improve existing properties. In addition, lagging property values in the RPA may lead to a decline of property values in surrounding areas and could lead to a reduction of real estate tax revenue to all taxing districts.

This document describes the comprehensive redevelopment program proposed to be undertaken by the Village to create an environment in which private investment can reasonably occur. If the redevelopment project is successful, it may stimulate various new projects that will assist in creating new jobs and promoting rehabilitation and development in the Northbrook Court II RPA.

#### Sources of funds

Funds necessary to pay for redevelopment project costs or municipal obligations, which may be issued or incurred to pay for such costs, are to be derived principally from TIF revenues or proceeds from municipal obligations, which have TIF revenue as a repayment source. To secure the issuance of these obligations and the developer's performance of redevelopment agreement obligations, the Village may require the utilization of guarantees, deposits, reserves, and other forms of security made available by private developers. The Village may incur redevelopment project costs that are paid from the funds of the Village other than incremental taxes, and the Village then may be reimbursed for such costs from incremental taxes.

TIF revenue, which will be used to fund tax-increment obligations and eligible redevelopment project costs, shall be incremental property tax revenues. Incremental property tax revenue is property tax revenue attributable to the increase of the current EAV of each taxable lot, block, tract, or parcel of property in the RPA over and above the certified initial EAV of each such lot, block, tract, or parcel of property.

Other sources of funds, which may be used to pay for development costs and associated obligations issued or incurred, include land disposition proceeds, state and federal grants, investment income, private investor and financial institution funds, and other sources of funds and revenues as the municipality and developer may deem appropriate.

The RPA may be or become contiguous to or be separated only by a public right-of-way from, other redevelopment areas created under the Act. The Village may utilize net incremental property tax revenues received from the Northbrook Court II RPA to pay eligible redevelopment project costs, or obligations issued to pay such costs, in other contiguous RPAs, or those separated only by a public right-of-way, and vice versa. The amount of revenue from the Northbrook Court II RPA made available to support such contiguous RPAs, or those separated only by a public right-of-way, when added to all amounts used to pay eligible redevelopment project costs within the Northbrook Court II RPA, shall not at any time exceed the total redevelopment project costs described in this redevelopment plan.

#### Issuance of obligations

To finance project costs, the Village may issue bonds or obligations secured by the anticipated TIF revenue generated within the proposed RPA, or such other bonds or obligations as the Village may deem as appropriate. The Village may require the utilization of guarantees, deposits, or other forms of security made available by private sector developers to secure such obligations. In addition, the Village may provide other legally permissible credit enhancements to any obligations issued pursuant to the Act.

#### Most recent EAV of properties in RPA

The purpose of identifying the most recent EAV of the RPA is to provide an estimate of the initial EAV for the purpose of annually calculating the incremental EAV and incremental property taxes of the RPA. The 2021 EAV (the most recent year in which final assessed values and equalization factor were available) of all taxable parcels in the RPA is \$72,218,088. This total EAV amount by PIN is summarized in **Appendix 2**. The EAV is subject to verification by the Cook County Assessor's Office. After verification, the final figure shall be certified by the Cook County Clerk and shall become the "Certified Initial EAV" from which all incremental property taxes in the RPA will be calculated by the county.

#### Anticipated EAV

By tax year 2046 (collection year 2047), the total taxable EAV for the proposed RPA is anticipated to be approximately \$414 million.

### 3.5 Other required findings and tests

Per the Act, no redevelopment plan shall be adopted unless a municipality complies with all the following requirements as described below:

#### Lack of growth and private investment

Prior to establishing a TIF district, a municipality must find that the RPA overall has not been subject to growth and development through investment by private enterprise and would not reasonably be anticipated to be developed without the adoption of the redevelopment plan.

The consultant's analysis of EAV trends in improved properties throughout the RPA indicates that there was a decline in the total EAV for three (3) of the past five (5) year-to-year periods and a total EAV growth rate less than the CPI-U for three (3) of the last five (5) year-to-year periods. Lack of

growth in EAV is one of the strongest indicators that an area has been falling into a state of decline and is indicative of a lack of growth and private investment in the area.

In addition, the consultant reviewed building permits issued by the Village over the past five years for properties in the RPA. The type and value of improvements can serve as an indicator of investment in an area. Permit data for properties in the RPA, however, indicate little investment in the center. Since the beginning of 2017, only 28 building permits have been issued for properties in the RPA. All but four of these permits were for work related to the now-demolished former Macy's store. The four permits not related to Macy's were for routine improvements at Neiman Marcus and P.F. Chang's.

#### Comp plan conformance

Per the Act, the municipality must find that the redevelopment plan and project conform to the comprehensive plan for the development of the municipality. In 2019, the Village's comprehensive plan was amended by re-designating the mall property as appropriate for "Major Corridor Multi-Use." This designation is intended to provide areas to accommodate a mixture of higher-density multifamily housing, retail, restaurant, business and professional offices, personal and business services, as well as entertainment, fitness, and religious and other membership organizations that are predominately integrated horizontally on a development site. These uses are consistent with this redevelopment plan and project.

#### Dates of completion

Per the Act, the redevelopment plan must establish the estimated dates of completion of the redevelopment project and retirement of obligations issued to finance redevelopment project costs. Each private project within the RPA receiving TIF benefits shall be governed by the terms of a written redevelopment agreement entered by a designated developer and the Village of Northbrook. This redevelopment plan is estimated to be completed, and all obligations issued to finance redevelopment costs are estimated to be retired, no later than December 31 of the year in which the payment to the Village provided in the Act is to be made with respect to *ad valorem* taxes levied in the twenty-third calendar year following the year in which the ordinance approving this proposed RPA is adopted. This redevelopment plan is estimated to be completed, and all obligations issued to finance redevelopment costs shall be retired no later than December 31, 2047, if the ordinances establishing the proposed RPA are adopted during calendar year 2023.

#### But for..

If any incremental revenues are being utilized under the Act, the municipality must find that: (a) the RPA would not reasonably be developed without the use of such incremental revenues and (b) such incremental revenues will be exclusively utilized for the development of the RPA. Without the use of public resources, the redevelopment of the RPA would most likely not occur. Redeveloping Northbrook Court into a vibrant mixed-use community is a complex and costly undertaking and would only be possible with public assistance funded with incremental revenues.

#### Contiguity

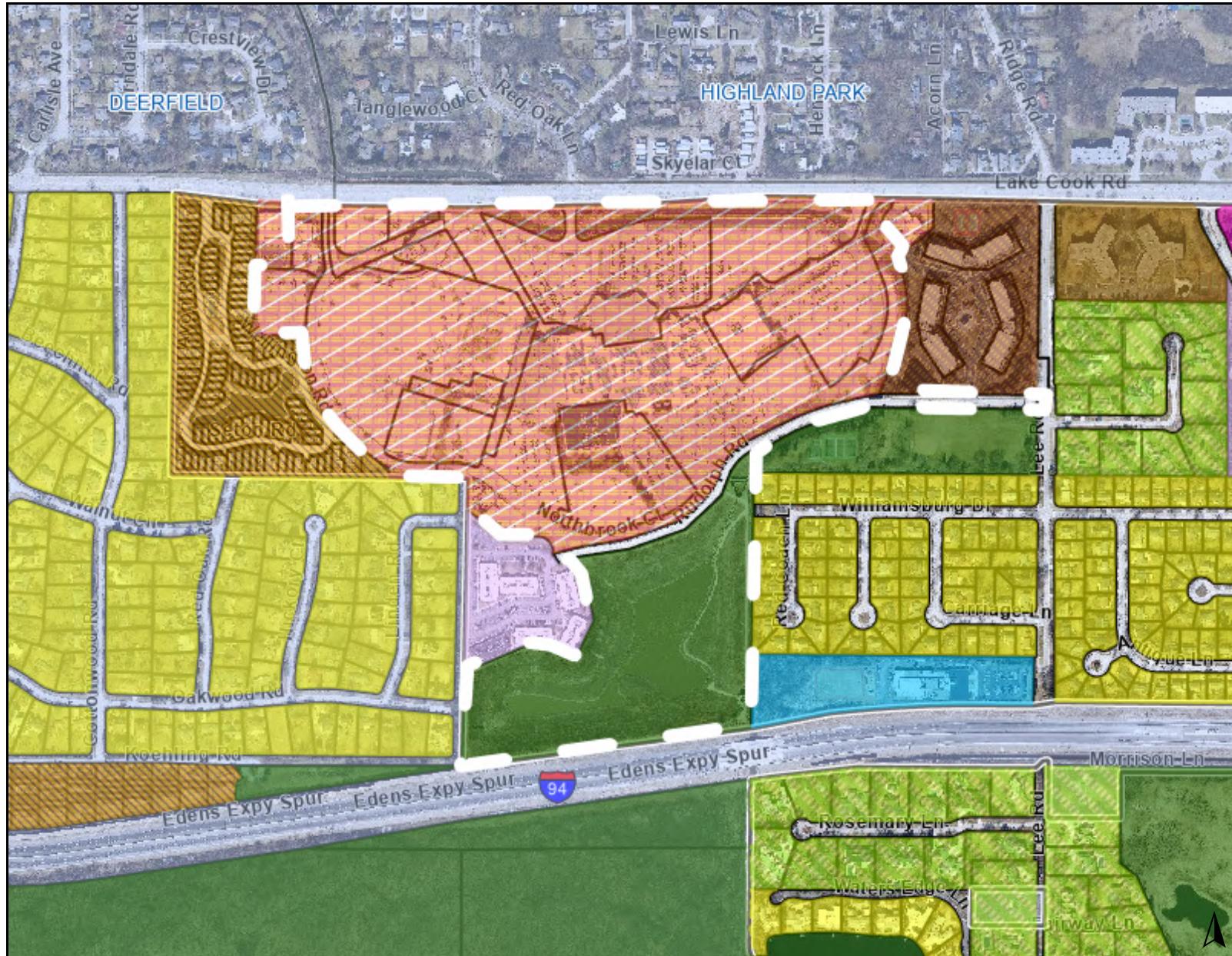
According to the Act, the RPA must include only those contiguous parcels of real property that are expected to benefit substantially from the redevelopment plan and project. The Northbrook Court II RPA includes only those contiguous parcels of real property that are expected to benefit substantially from the proposed redevelopment plan and project improvements, thus the RPA meets this requirement.

### 3.6 Fair employment practices and affirmative action plan

The Village of Northbrook is an equal opportunity employer. As part of this redevelopment plan, the Village will work with any developers who assist in the redevelopment of the RPA to implement an effective affirmative action program that conforms to Village policies and practices. This program will ensure equal opportunity for all personnel regardless of race, color, religion, sex, age, marital status, handicapped status, nation of origin, sexual preference, creed, or ancestry. All entities involved are responsible for conformance to the policy that is put in place.

### 3.7 Provisions for amending plan

This redevelopment plan and project document may be amended pursuant to the provisions of the Act.



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#### Legend

Zoning and Development

- Future Land Use
  - Open Space & Outdoor Recreation
  - Public Recreation
  - Drainage Facility
  - Private Recreation Facility
  - Single Family
  - Single Family Large Lot
  - Multi-Family 6-9 DUA
  - Multi-Family 9-15 DUA
  - Multi-Family over 15 DUA
  - Private School
  - Office - Professional
  - Office - Corporate/Corridor
  - Major Corridor Multi-Use

Print Date: 6/15/2023

#### Notes

TIF District - White Dash line

# **Appendix 1**

## Boundary Legal Description

## NORTHBROOK COURT 2023 SUBDIVISION

THAT PART OF SECTION 3, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 3; THENCE SOUTH 00 DEGREES 04 MINUTES 37 SECONDS EAST, 82.00 FEET TO THE SOUTH LINE OF LAKE COOK AS WIDENED PER DOCUMENT 23113812; THENCE NORTH 89 DEGREES 56 MINUTES 13 SECONDS WEST, 704.77 TO THE POINT OF BEGINNING; THENCE SOUTH 25 DEGREES 15 MINUTES 36 SECONDS WEST, 46.99 FEET; THENCE ALONG THE ARC OF A NON-TANGENT CURVE, CONCAVE TO THE NORTHWEST, HAVING A CHORD BEARING OF SOUTH 43 DEGREES 57 MINUTES 30 SECONDS WEST, A RADIUS OF 103.00 FEET, AN ARC DISTANCE OF 75.13 FEET; THENCE SOUTH 23 DEGREES 03 MINUTES 47 SECONDS WEST, 25.93 FEET; THENCE SOUTH 51 DEGREES 18 MINUTES 39 SECONDS EAST, 18.82 FEET; THENCE ALONG THE ARC, CONCAVE TO THE SOUTHWEST, HAVING A CHORD BEARING OF SOUTH 42 DEGREES 32 MINUTES 09 SECONDS EAST, A RADIUS OF 467.00 FEET, AN ARC DISTANCE OF 143.04 FEET; THENCE SOUTH 53 DEGREES 10 MINUTES 55 SECONDS WEST, 47.09 FEET; THENCE ALONG THE ARC OF A CURVE, CONCAVE TO THE WEST, HAVING A CHORD BEARING OF SOUTH 05 DEGREES 40 MINUTES 11 SECONDS EAST, A RADIUS OF 420.00 FEET, AN ARC DISTANCE OF 406.84 FEET; THENCE SOUTH 22 DEGREES 01 MINUTES 39 SECONDS WEST, 239.89 FEET; THENCE SOUTH 89 DEGREES 53 MINUTES 56 SECONDS EAST ALONG A LINE 366.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 3, 715.19 FEET, TO WEST LINE OF LEE ROAD, PER DOCUMENT 23113812; THENCE SOUTH 00 DEGREES 04 MINUTES 37 SECONDS EAST, ALONG SAID WEST LINE OF LEE ROAD, 66.00 FEET; THENCE NORTH 89 DEGREES 53 MINUTES 56 SECONDS WEST, 747.57 FEET; THENCE ALONG THE ARC OF A NON-TANGENT CURVE, CONCAVE TO THE NORTHWEST, HAVING A CHORD BEARING OF SOUTH 61 DEGREES 23 MINUTES 42 SECONDS WEST, A RADIUS OF 100.00 FEET, AN ARC DISTANCE OF 72.61 FEET; THENCE SOUTH 82 DEGREES 11 MINUTES 44 SECONDS WEST, 12.47 FEET; THENCE ALONG THE ARC OF A CURVE, CONCAVE TO THE SOUTHEAST, HAVING A CHORD BEARING OF SOUTH 69 DEGREES 13 MINUTES 49 SECONDS WEST, A RADIUS OF 900.00 FEET, AN ARC LENGTH OF 407.31 FEET; THENCE SOUTH 56 DEGREES 15 MINUTES 55 SECONDS WEST, 7.72 FEET; THENCE ALONG THE ARC OF A CURVE, CONCAVE TO THE SOUTHEAST, HAVING A CHORD BEARING OF SOUTH 29 DEGREES 49 MINUTES 34 SECONDS WEST, A RADIUS OF 150.00 FEET, AN ARC LENGTH OF 138.44 FEET TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 3; THENCE NORTH 89 DEGREES 53 MINUTES 56 SECONDS WEST, ALONG SAID SOUTH LINE, 0.24 FEET TO THE WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 3; THENCE SOUTH 00 DEGREES 10 MINUTES 53 SECONDS WEST, ALONG SAID WEST LINE, 1131.20 FEET TO THE NORTH LINE OF THE ILLINOIS TRI-STATE TOLL ROAD; THENCE SOUTH 81 DEGREES 47 MINUTES 14 SECONDS WEST, ALONG SAID NORTH LINE, 1308.03 FEET TO THE SOUTH LINE OF THE NORTH HALF OF SAID SECTION 3; THENCE NORTH 89 DEGREES 51 MINUTES 14 SECONDS WEST, ALONG SAID SOUTH LINE, 35.33 FEET TO THE WEST LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 3, BEING THE SAME AS THE EAST LINE OF GLEN BROOK COUNTYSIDE SUBDIVISION RECORDED AS DOCUMENT 13802722; THENCE NORTH 00 DEGREES 26 MINUTES 25 SECONDS EAST, ALONG SAID WEST LINE, 419.16 FEET; THENCE SOUTH 89 DEGREES 33 MINUTES 35 SECONDS EAST, 28.00 FEET; THENCE NORTH 66 DEGREES 13 MINUTES 59 SECONDS EAST, 302.14 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 31 SECONDS EAST, 76.95 FEET; THENCE SOUTH 63 DEGREES 57 MINUTES 15 SECONDS EAST, 140.80 FEET; THENCE NORTH 26 DEGREES 25 MINUTES 44 SECONDS EAST, 175.96 FEET; THENCE NORTH 09 DEGREES 21 MINUTES 31 SECONDS WEST, 203.71 FEET; THENCE NORTH 39 DEGREES 13 MINUTES 03 SECONDS WEST, 116.47 FEET; THENCE SOUTH 59 DEGREES 48

MINUTES 24 SECONDS WEST, 56.22 FEET; THENCE NORTH 30 DEGREES 11 MINUTES 35 SECONDS WEST, 61.41 FEET; THENCE NORTH 00 DEGREES 03 MINUTES 47 SECONDS EAST, 5.00 FEET; THENCE ALONG THE ARC OF A CURVE, CONCAVE TO THE SOUTHWEST, HAVING A CHORD BEARING OF NORTH 44 DEGREES 56 MINUTES 13 SECONDS WEST, A RADIUS OF 65.00 FEET, AN ARC DISTANCE OF 102.10 FEET; THENCE NORTH 89 DEGREES 56 MINUTES 13 SECONDS WEST, 170.95 FEET; THENCE NORTH 49 DEGREES 55 MINUTES 57 SECONDS WEST, 207.12 FEET TO THE WEST LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 3; THENCE NORTH 00 DEGREES 26 MINUTES 25 SECONDS EAST, ALONG SAID WEST LINE, 164.25 FEET TO THE TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 3, BEING THE SAME AS BEING AS THE NORTH LINE OF GLEN BROOK COUNTRYSIDE SUBDIVISION RECORDED AS DOCUMENT 13802722; THENCE NORTH 89 DEGREES 53 MINUTES 39 SECONDS WEST, ALONG SAID SOUTH LINE, 356.47 FEET TO THE EASTERLY LINE OF OPTIMA NORTHBROOK SUBDIVISION RECORDED AS DOCUMENT 89085002; THENCE THE FOLLOWING SIX COURSES AND DISTANCES ALONG SAID EASTERLY LINE; 1) THENCE NORTH 00 DEGREES 03 MINUTES 47 SECONDS EAST, 42.36 FEET; 2) THENCE NORTH 53 DEGREES 18 MINUTES 37 SECONDS WEST, 169.90 FEET; 3) THENCE ALONG THE ARC OF CURVE, CONCAVE TO THE NORTHEAST, HAVING A CHORD BEARING OF NORTH 30 DEGREES 14 MINUTES 16 SECONDS WEST, A RADIUS OF 542.00 FEET, AN ARC DISTANCE OF 436.52 FEET; 4) THENCE NORTH 00 DEGREES 35 MINUTES 10 SECONDS EAST, 107.24 FEET; 5) THENCE NORTH 89 DEGREES 53 MINUTES 39 SECONDS WEST, 238.84 FEET TO THE EAST LINE OF THE WEST 370.00 FEET OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 3; 6) THENCE NORTH 00 DEGREES 35 MINUTES 26 SECONDS EAST, ALONG SAID EAST LINE, 309.45 FEET A LINE 395.00 FEET SOUTH OF AND PARALLEL WITH THE WESTERLY EXTENSION OF THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 3; THENCE SOUTH 89 DEGREES 56 MINUTES 13 SECONDS EAST, ALONG SAID PARALLEL LINE, 166.01 FEET TO THE EAST LINE OF LOT 1 IN NORTHBROOK COURT SUBDIVISION NUMBER 1, RECORDED AS DOCUMENT 23738085; THENCE NORTH 00 DEGREES 35 MINUTES 26 SECONDS EAST, ALONG SAID EAST LINE, 296.77 FEET TO THE SOUTH LINE OF LAKE COOK ROAD AS WIDENED PER DOCUMENT 23033339; THENCE THE FOLLOWING NINE COURSES AND DISTANCE ALONG THE SOUTH LINE OF SAID LAKE COOK ROAD AS WIDENED PER DOCUMENT 23033339 AND 23113812; 1) THENCE SOUTH 87 DEGREES 38 MINUTES 14 SECONDS EAST, 166.04 FEET; 2) THENCE SOUTH 89 DEGREES 48 MINUTES 34 SECONDS EAST, 47.89 FEET; 3) THENCE SOUTH 89 DEGREES 57 MINUTES 09 SECONDS EAST, 225.86 FEET; 4) THENCE SOUTH 89 DEGREES 55 MINUTES 45 SECONDS EAST, 227.30 FEET; 5) THENCE SOUTH 89 DEGREES 55 MINUTES 43 SECONDS EAST, 114.49 FEET; 6) THENCE SOUTH 89 DEGREES 56 MINUTES 08 SECONDS EAST, 50.07 FEET; 7) THENCE SOUTH 89 DEGREES 56 MINUTES 08 SECONDS EAST, 259.40 FEET; 8) THENCE NORTH 88 DEGREES 24 MINUTES 56 SECONDS EAST, 799.97 FEET; 9) THENCE SOUTH 89 DEGREES 56 MINUTES 13 SECONDS EAST, 821.81 FEET TO THE POINT OF BEGINNING

## **Appendix 2**

### Summary of EAV by PIN

**Summary of EAV by PIN, 2021**

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
<b>Total</b>		<b>72,218,088</b>

Source: Cook County Assessor and Murakishi

**VILLAGE OF NORTHBROOK, COOK COUNTY, ILLINOIS  
PROPOSED REDEVELOPMENT AREA AT 1515 LAKE COOK ROAD**

**NOTICE IS HEREBY GIVEN** that on Tuesday, August 22, 2023 at 7:30 p.m., at the Northbrook Village Hall at 1225 Cedar Lane, Northbrook, Illinois, 60062, a public hearing will be held to consider the approval of the proposed redevelopment plan and project (the "Redevelopment Plan and Project") and the designation of that certain proposed redevelopment project area to be known as the Northbrook Court II Redevelopment Project Area, or another name selected by the Village President and Board of Trustees (the "Redevelopment Area"). The Redevelopment Area consists of the territory described and depicted in **Exhibits 1** and **2**, respectively, attached and is generally described as the Northbrook Court Shopping Center, generally located on the south side of Lake Cook Road at Red Oak Lane.

There will be considered at the hearing comments on whether to approve the Redevelopment Plan and Project for, and the designation of, the proposed Redevelopment Area and adoption of tax increment allocation financing therefor. The proposed Redevelopment Plan and Project is on file and available for public inspection during normal business hours at the Northbrook Village Hall, 1225 Cedar Lane, Northbrook, Illinois, 60062. The Redevelopment Plan and Project is also available on the Village's website at <http://www.northbrook.il.us>.

Pursuant to the Redevelopment Plan and Project, the Village proposes to reduce or eliminate those conditions that continue to qualify the Redevelopment Area as a "blighted area," as that term is defined in the Tax Increment Allocation Redevelopment Act, as amended, and to enhance the tax base of the Village and the taxing districts having taxable property within the Redevelopment Area by utilizing tax increment financing to fund various eligible project costs ("Redevelopment Project Costs") to stimulate private investment within the Redevelopment Area. The Redevelopment Plan and Project includes an eligibility report providing in reasonable detail the continued basis for qualifying the Redevelopment Project Area as a "blighted area" as that term is defined in the Tax Increment Allocation Redevelopment Act, as amended.

The Redevelopment Plan and Project objectives include, but are not limited to, the following:

1. Establish the Redevelopment Area as a premier shopping destination on Chicago's North Shore.
2. Create an improved shopping experience for Redevelopment Area shoppers, a more diverse tenant mix, and improved dining options to ensure its long-term success in the Village.
3. Increase customer visits to the Redevelopment Area, focusing on non-Village resident patronage.
4. Prevent future vacancies and encourage the redevelopment of vacant spaces.
5. Promote and enhance retail business occupancy within existing buildings and structures through the utilization of applicable funds for eligible capital improvements.
6. Address physical deficiencies of facilities, infrastructure, and obsolescence of the Redevelopment Area.
7. Facilitate right-of-way and private roadway improvements, public transportation, parking, and access related agreements and enhancements within the Redevelopment Area.
8. Promote environmentally sustainable investments in commercial and residential development projects.

To achieve these objectives, the Redevelopment Plan and Project proposes to provide assistance by paying or reimbursing costs related to the acquisition, construction and installation of public facilities, property assembly, site preparation and improvement, environmental remediation, job training, the execution of one or more redevelopment agreements, and the payment of financing, administrative and other professional costs, and payment and reimbursement of any other Redevelopment Project Costs, all as provided under the Tax Increment Allocation Redevelopment Act, as amended.

Prior to the date of the hearing, each taxing district having property in the Redevelopment Area and the Illinois Department of Commerce and Economic Opportunity may submit written comments to the Village, to the attention of the Village Manager, Northbrook Village Hall, 1225 Cedar Lane, Northbrook, Illinois, 60062, or by telephone at (847) 272-5050.

At the hearing, all interested persons or affected taxing districts may file written comments and objections with the Village Clerk and may be heard orally with respect to any issues regarding the approval of the Redevelopment Plan and Project for and the designation of the Redevelopment Area and the adoption of tax increment allocation financing therefor. The hearing may be adjourned by the President and the Board of Trustees of the Village without further notice other than a motion to be entered upon the minutes of the hearing fixing the time and place of the subsequent hearing.

The Village has convened a joint review board to consider and make a recommendation regarding the proposed Redevelopment Plan and Project for, and the designation of, the proposed Redevelopment Area and the adoption of tax increment allocation financing therefor, in accordance with the requirements of the Tax Increment Allocation Redevelopment Act, as amended. The joint review board consists of a representative selected by each community college district, park district, library district, school district, township, fire protection district, and county that will have the authority to directly levy taxes on the property within the Redevelopment Area at the time that the Redevelopment Area is approved, a representative selected by the Village, and a public mem-

ber. The joint review board meeting met on Tuesday, July 18, 2023, at 3:30 p.m., at the Northbrook Village Hall, 1225 Cedar Lane, Northbrook, Illinois, 60062.

Village Clerk  
Village of Northbrook  
Cook County, Illinois

**EXHIBIT 1**

**LEGAL DESCRIPTION OF THE REDEVELOPMENT AREA**

**NORTHBROOK COURT 2023 SUBDIVISION**

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89085002; THENCE THE FOLLOWING SIX COURSES AND DISTANCES ALONG SAID EAST EASTERLY LINE: 1) THENCE NORTH 00 DEGREES 02 MINUTES 47 SECONDS EAST, 42.36 FEET; 2) THENCE NORTH 00 DEGREES 02 MINUTES 47 SECONDS EAST, 169.16 FEET; 3) THENCE NORTH 00 DEGREES 02 MINUTES 47 SECONDS EAST, 169.16 FEET; 4) THENCE NORTH 00 DEGREES 02 MINUTES 47 SECONDS EAST, 169.16 FEET; 5) THENCE NORTH 00 DEGREES 02 MINUTES 47 SECONDS EAST, 169.16 FEET; 6) THENCE NORTH 00 DEGREES 02 MINUTES 47 SECONDS EAST, 169.16 FEET; 7) THENCE NORTH 00 DEGREES 02 MINUTES 47 SECONDS EAST, 169.16 FEET; 8) THENCE NORTH 00 DEGREES 02 MINUTES 47 SECONDS EAST, 169.16 FEET; 9) THENCE NORTH 00 DEGREES 02 MINUTES 47 SECONDS EAST, 169.16 FEET; 10) THENCE NORTH 00 DEGREES 02 MINUTES 47 SECONDS EAST, 169.16 FEET; 11) THENCE NORTH 00 DEGREES 02 MINUTES 47 SECONDS EAST, 169.16 FEET; 12) THENCE NORTH 00 DEGREES 02 MINUTES 47 SECONDS EAST, 169.16 FEET; 13) THENCE NORTH 00 DEGREES 02 MINUTES 47 SECONDS EAST, 169.16 FEET; 14) THENCE NORTH 00 DEGREES 02 MINUTES 47 SECONDS EAST, 169.16 FEET; 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# MEMORANDUM

## VILLAGE OF NORTHBROOK

### VILLAGE MANAGER'S OFFICE

**TO:** CARA PAVLICEK, VILLAGE MANAGER

**FROM:**

**DATE:** August 22, 2023

**SUBJECT:** PUBLIC HEARING ON PROPOSED NORTHBROOK COURT BUSINESS DISTRICT

At the May 23, 2023, Regular Meeting of the Board of Trustees, a Pre-Development Agreement between the Village of Northbrook and Brookfield Properties, the owners of Northbrook Court (Developer), was approved. As a part of that non-binding Agreement, a request was made by the owners of Northbrook Court to establish a Business District to cover the complete 100 +/- acre Northbrook Court Mall property to aid in the redevelopment of the property. The Developer 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 new 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 associated infrastructure will be incurred during those phases.

Also on May 23, 2023 the Board of Trustees approved a contract with consultant Michio Murakishi, to provide economic development professional services related to a business district encompassing the Northbrook Court shopping mall at 1515 Lake Cook Road (Business District).

On July 11, 2023 the Village Board set the date for a Public Hearing on the proposed a Business District at Northbrook Court for August 22, 2023 at 7:30 p.m. at Village Hall. The Northbrook Court Business District Designation Report has been available on the Village's website for public review and is attached to these agenda materials for the Public Hearing.

During the August 22, 2023 Regular Meeting, the Board of Trustees will conduct a public hearing on the proposed Business District. Notice of the August 22, 2023 public hearing was published in the August 4 and August 11, 2023 editions of the *Chicago Sun Times*.

- All taxpayers within the boundaries of the proposed Business District were also notified of the August 22 public hearing by certified mail.

Subject to the public comments received as a part of this Public Hearing, it is possible the Village Board will consider an ordinance to establish the Business District at the September 26, 2023, Regular Meeting of the Village Board. At that time, it is also anticipated that the Board will concurrently consider additional actions related to the redevelopment of Northbrook Court including:

- Establishment of a Tax Increment Finance District for which a separate Public Hearing will be conducted by the Board of Trustees during the August 22, 2023 Regular Meeting.
- Consideration of zoning and land use matters for which a separate Public Hearing will be conducted by the Board of Trustees in conjunction with the Plan Commission as part of a Special Meeting on August 29, 2023.
- Adoption of a Redevelopment and Economic Incentive Agreement with the Developer which would establish the formal public private partnership between the Village and the Developer for the redevelopment and improvement of the 100 +/- acre Northbrook Court property.

Municipalities may designate an area as a "Business District" to promote economic development under the Illinois Business District Development and Redevelopment Act (65 ILCS 5/11-74.3-1, *et seq.*). The Business District designation is considered an important economic development tool which allows the Village to collect up to 1% additional retail sales tax from sales within the Business District to fund projects that the Village determines will benefit the District as described in detail in the attached "*Northbrook Court Business District Designation Report*" dated June 16, 2023.

Should a Business District be established at Northbrook Court, it is proposed that an additional 1% sales tax would be imposed on retail sales within the District. The Illinois Department of Revenue would collect the additional Business District sales tax, which could only be used to fund improvements allowed by State law and as stated in the Business District Plan.

The effective date of the additional sales tax would be determined as part of the approval process, which as noted above, and subject to the public comments received as a part of this Public Hearing, it is possible the Village Board will consider an ordinance to establish the Business District at the September 26, 2023, Regular Meeting of the Village Board. If approved, it is anticipated the Village would file the necessary ordinance with the Illinois Department of Revenue by April 1, 2024. If this deadline is met, the additional sales tax will become effective July 1, 2024.

It is noted that the additional Business District sales tax will not apply to all retailers in Northbrook - rather, if approved, the Business District additional sales tax would only apply to the 100 +/- acres of the Northbrook Court Mall property. The additional 1% sales tax would be in effect for up to 23 years, but collections may be terminated sooner in the Village's discretion. The funds will be paid by the businesses to the State and disbursed back to the Village in a separate Business District Tax Allocation Fund. These monies may then be disbursed by the Village to the Developer pursuant to a Redevelopment and Economic Incentive Agreement, which as noted above, are anticipated to be considered at the September 26, 2023 Regular Meeting of the Village Board.

The Village's consultant, Michio Murakishi will attend the hearing to provide a summary presentation as part of the public hearing of the attached "*Northbrook Court Business District Designation Report*" dated June 16, 2023 which finds the Northbrook Court Redevelopment Area meets the statutory qualifications for the proposed Business District designation.

# Northbrook Court

## Business District Designation Report

June 16, 2023

DRAFT

**For:**  
**Village of Northbrook**

**By:**  
**Michio Murakishi**  
Chicago, Illinois

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**Contact:**

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# 1. Introduction

Michio Murakishi (the “consultant”) was engaged by the Village of Northbrook (the “Village”) to conduct an eligibility study and prepare a business district plan for the proposed Northbrook Court Business District (the “business district”) under the provisions of the Illinois Business District Development and Redevelopment Law (65 ILCS 5/11-74.3-1 et seq., as amended) (the “Law”).

The Village, in coordination with the property owner (the “developer”) has determined that to preserve and enhance the tax base, the Northbrook Court shopping center (“Northbrook Court,” the “center,” or “property”) would benefit from the utilization of a business district designation. Once approved, proceeds available from the business district will be used to support a redevelopment plan under consideration by the Village and developer.

## 1.1 Report outline

This business district designation report is comprised of three primary sections:

1. **Introduction.** The first section summarizes the scope of the report, provides an overview of the process of creating a business district, and describes the property as it exists today.
2. **Eligibility analysis.** The second section presents the findings of the consultant’s assessment of the property’s qualification for designation as a business district as provided for in the Law.
3. **Redevelopment plan.** The third section contains the redevelopment plan for the business district, including a financial plan and other required elements.

In addition, this report contains appendices that include a boundary legal description of the proposed business district and a list of 14-digit Property Index Numbers that comprise the proposed business district.

## 1.2 Statutory background

The Law authorizes a municipality to impose a tax designed to fund the development or redevelopment of certain designated areas within a municipality. The business district sales tax is imposed by the municipality in the form of the Business District Retailers’ Occupation Tax, and Business District Service Occupation Tax (the “business district taxes”). The retailers’ occupation tax applies to sales of tangible personal property made by retailers, and the service occupation tax applies to merchandise that is transferred as part of a sale of service.

The corporate authorities of the municipality must first approve a business district plan and designate a business district. Next, the municipality must impose the tax by ordinance. The municipality must then file a certified copy of the ordinance with the Illinois Department of Revenue (“IDOR”). Any municipality that has met the requirements to establish a business district and adopted an ordinance imposing a business district sales tax must provide IDOR with:

- A certified copy of the ordinance imposing both the retailers’ and service occupation taxes for the business district,
- A detailed map of the business district boundaries,

- A copy of the development or redevelopment plan for the business district, and
- A detailed list of each address located within the district's boundaries.

### 1.3 Powers of the municipality

Among the powers granted by the Law as they pertain to business districts, a municipality may:

- Approve all development and redevelopment plans within the business district,
- Acquire, manage, convey, or otherwise dispose of real and personal property for the purposes of a development or redevelopment plan,
- Fix, charge, and collect fees, rents, and charges for the use of any building, facility, or property or any portion thereof owned or leased by the municipality,
- Make and enter all contracts necessary or incidental to the implementation and furtherance of a business district plan,
- Apply for and accept grants, guarantees, donations of property or labor, or any other thing of value for use in connection with a business district project,
- Clear any area within a business district by demolition or removal of any existing buildings, structures, fixtures, utilities, or improvements, and to clear and grade land,
- Install, repair, construct, reconstruct, or relocate public streets, public utilities, and other public site improvements,
- Renovate, rehabilitate, reconstruct, relocate, repair, or remodel any existing buildings, structures, works, utilities, or fixtures,
- Construct public improvements, including but not limited to buildings, structures, works, utilities, or fixtures,
- Impose up to one percent (1.00%) additional business district retailers' and service occupation taxes, in quarter percent increments (0.25%), for the planning, execution, and implementation of business district plans—the business district retailers' and service occupation taxes do not apply to sales of qualifying food, drugs, and medical appliances, and items that must be titled or registered by a state agency are exempt from the business district sales tax,
- Impose up to one percent (1.00%) additional hotel operators' occupation tax, in quarter percent increments (0.25%), in the business district for the planning, execution, and implementation of business district plans,
- Issue debt obligations in one or more series bearing interest at rates determined by the corporate authorities of the municipality to provide for the payment of eligible business district project costs, and

- Otherwise pay or cause to be paid eligible business district project costs, including costs relating to the establishment and annual administration of the business district.

## 1.4 Proposed business district

The proposed business district includes the properties that comprise the Northbrook Court shopping center located at 1515 Lake Cook Rd. in the far northwest portion of the Village. These properties encompass an area of approximately 106 acres per the Cook County Assessor. **Maps 1** and **2** on the following pages shows the property boundaries and its location relative to the larger community.

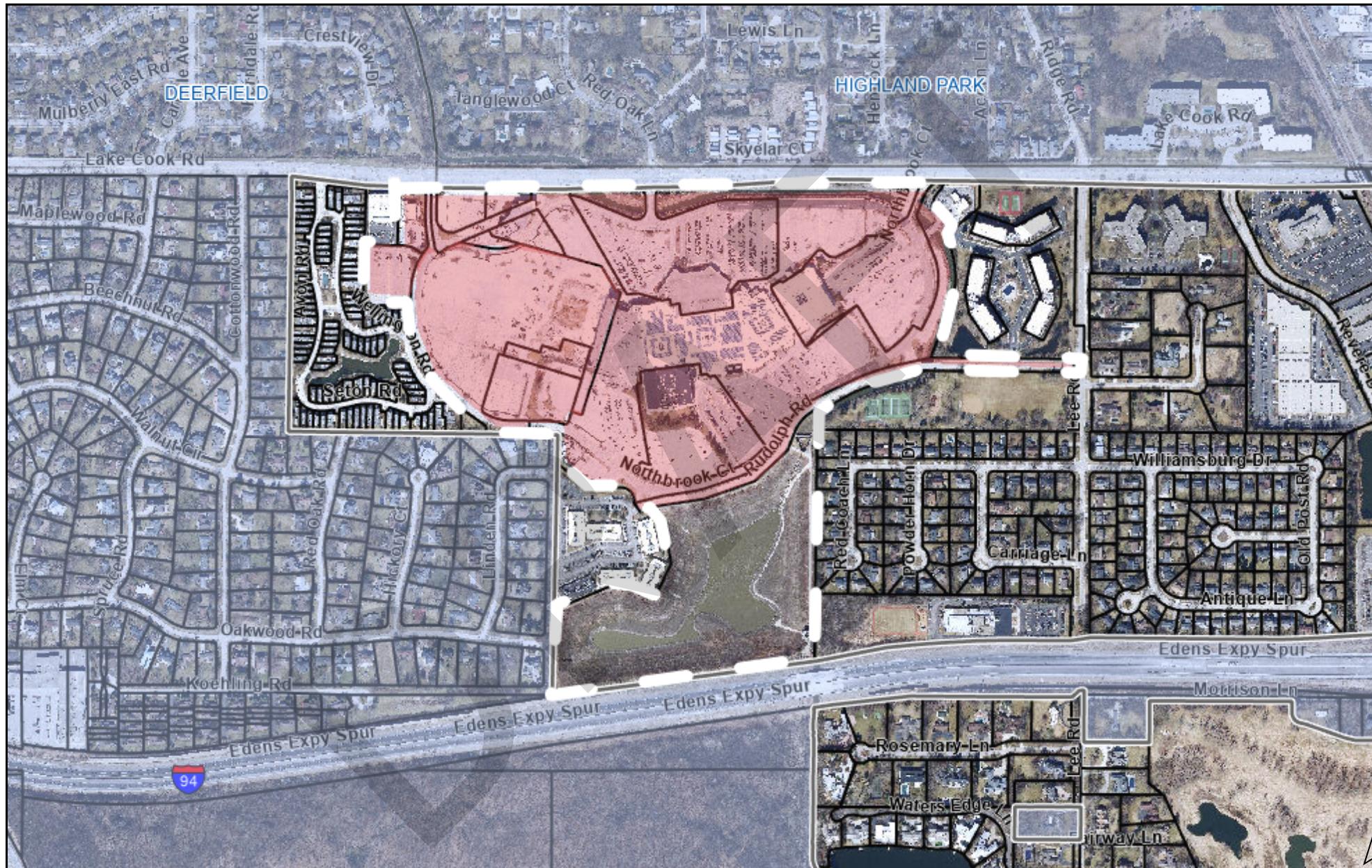
### History

Northbrook Court was opened in 1976, and until recently, has been a premier regional shopping destination. The center has been a key property taxpayer and sales-tax generator for the Village, Cook County, and the State of Illinois. In the past decade, foot traffic has declined—consistent with mall properties across the nation—and the presence of online shopping choices, fueled by the pandemic, has also been a contributing factor to the decline at Northbrook Court. This decline is also underscored by trends in Village sales tax collections, which have fallen over 20 percent from \$3.84 million in 2012, to \$2.98 million in 2021. The fall-off in sales at the center, however, was even more stark, considering the Village's home-rule sales tax rate was lower in 2012 than it is today.

In 2019, the Village Board entered into a redevelopment and economic incentive agreement with the property owner, Brookfield, approving the redevelopment of just under 18 acres on the over 100-acre property. The redevelopment was poised to begin in the spring of 2020 when the pandemic shutdowns occurred. Since, the Village and developer have collaboratively reviewed and discussed how the existing public-private partnership is relevant in today's economy and what opportunities exist to modify it to address the full property and establish a unique mixed-use community. A first amendment dated July 27, 2021, a second amendment, dated July 26, 2022, a third amendment, dated December 13, 2022, and a fourth amendment dated April 11, 2023, to that agreement were adopted by the Village Board to grant extensions of time as requested by the developer.

### Existing land use

Only commercial land uses are present within the property, including ancillary uses such as parking, circulation roads, and detention areas. The consultant arrived at this conclusion through fieldwork observations and a review of the Village's records. The overall pattern of land use in the property is shown in **Map 3** on page 8.



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.

Print Date: 6/16/2023

Notes

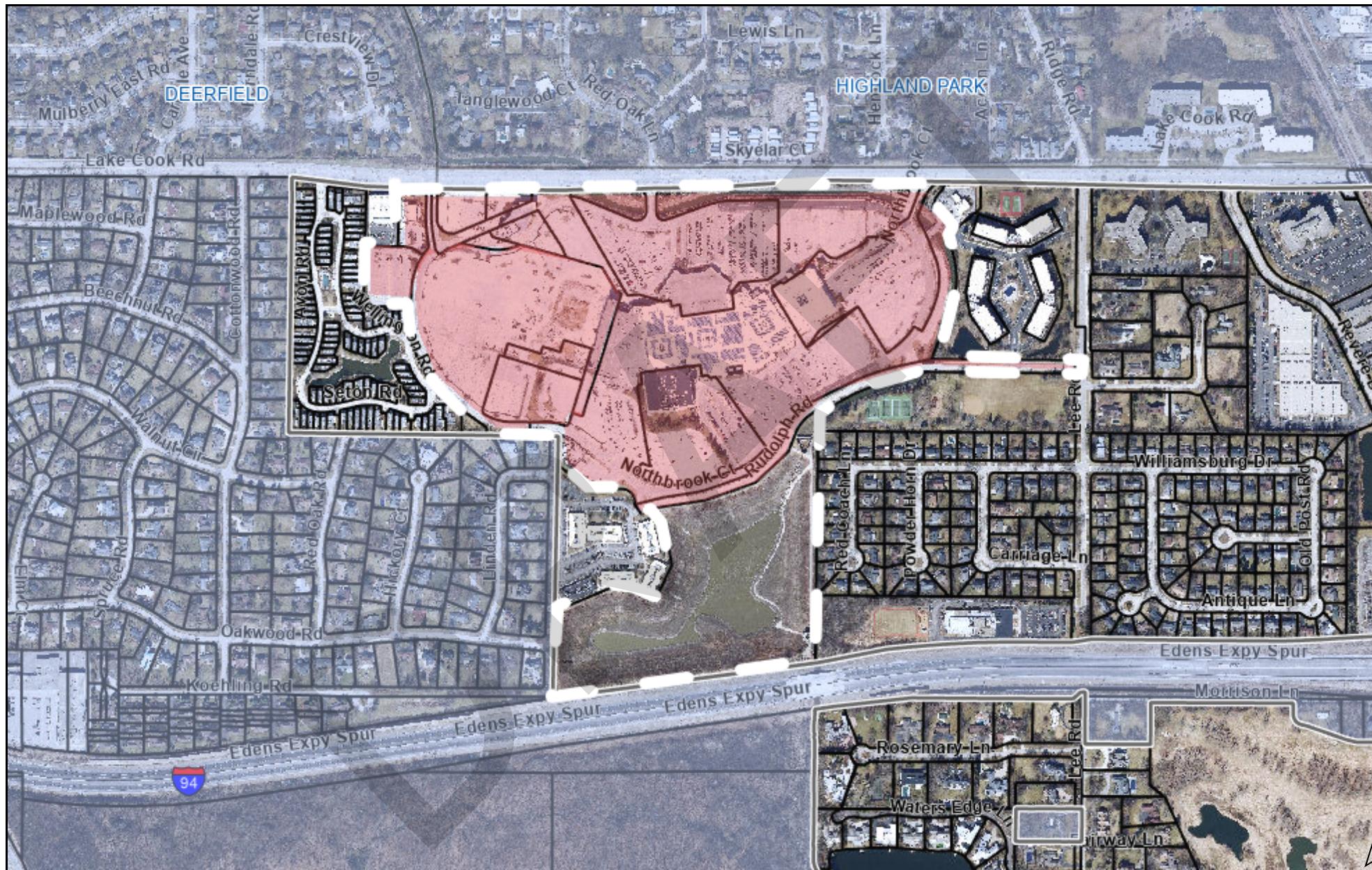
Business District - White Dash line



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**Notes**

Business District - White Dash line



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Print Date: 6/16/2023

Notes

Business District - White Dash line

## 2. Eligibility Study

Per the Law, the area of a proposed business district must be contiguous (i.e., the properties within the area border each other), include only parcels of real property that will directly and substantially benefit from the proposed plan, which may be blighted, as defined in the Law. In the following section, provisions in the Law that define blight in the context of establishing a business district are described, an overview of the consultant's methodology is provided, and the results of the eligibility study are summarized.

### 2.1 Provisions of the Law

A "blighted area" is demonstrated by the predominance of at least one (1) of the following five (5) factors in the area:

1. Defective, non-existent, or inadequate street layout,
2. Unsanitary or unsafe conditions,
3. Deterioration of site improvements,
4. Improper subdivision or obsolete platting, or
5. The existence of conditions which endanger life or property by fire or other causes.

In addition, the presence of the factor(s) must have at least one (1) of the following four (4) effects on the business district:

1. Retard(s) the provision of housing accommodations,
2. Constitute(s) an economic or social liability,
3. Constitute(s) an economic underutilization of the area, or
4. Constitute(s) a menace to the public health, safety, morals, or welfare.

### 2.2 Methodology

In determining whether the area meets the eligibility requirements of the Law, various methods of research and field surveys were utilized, including:

- On-site field examination of conditions in the area by the consultant,
- Contacts with Village staff, the developer, and other individuals knowledgeable about area conditions and history, the age and condition of site improvements, and related items,
- Examination of maps, aerial photographs, and historic data related to the area,
- Research of Cook County property tax records and information on equalized assessed values ("EAV") of the property,
- Review of the Village's comprehensive plan,
- Review of the developer's estimates on development budgets, and
- Review of the findings and determinations established by the Law in creating business districts.

Various surveys and site visits were conducted within the property to examine existing conditions and land uses. This field reconnaissance was conducted in-person by the consultant over several occasions in May 2023.

## 2.3 Eligibility findings

The consultant identified the presence of two blighting factors during field reconnaissance and assessment of the area. These factors include deterioration of site improvements and improper subdivision or obsolete platting and are described in more detail below.

### Deterioration of site improvements

Many secondary building components, including doors, windows, gutters and downspouts, and fascia exhibited signs of deterioration. The consultant also observed deterioration of interior building components, including floor tiling, interior wall treatments, and permanent fixtures. Widespread deterioration of the 4,500-space surface parking lot was also observed and documented, including cracking, crumbling, potholes, depressions, loose paving material, and weeds protruding through paved surfaces.

In addition, since 2019, the former Macy's store site at the west end of the mall property, including the footprint of the former store building and park area, remains vacant and unimproved with a construction fence around the property leaving the vertical west wall exposed. While this area is used annually for a drive through-style holiday light show, this seasonal pop-up use has not resulted in any measurable improvement to the demolition site, and the site still exhibits signs of deterioration, cracking, crumbling, potholes, depressions, loose paving material, and weeds protruding through paved surfaces.

### Improper subdivision or obsolete platting

Northbrook Court, constructed in the mid-1970s, was originally platted to accommodate the mall structure itself, large department store anchors, and the expansive surface parking lots surrounding the mall. This configuration necessitates large parcel sizes that are irregular in shape. In addition, limited access points and existing internal circulation drives may require reconstruction or reconfiguration as new uses and redevelopment occurs within the property. This may require a plat of subdivision that accommodates linkages between the various parcels as part of a unified plan for redevelopment, since the property's current platting is not conducive to modern development standards.

## 2.4 Eligibility conclusions

The presence of the blighting factors above retards the provision of housing accommodations and constitute an economic liability and economic underutilization of the area. The documented presence of deterioration of site improvements and obsolete platting and allows for the finding that the property is a "blighted area" per the Law. The property is a blighted area per the Law.

### 3. Business District Plan

Per the Law, a business district plan is required to include several important elements related to estimated business district costs and the implementation of the business district plan. This section includes the Village's goals and objectives, a description of the proposed project, a financial plan for the proposed business district, and other required elements.

#### 3.1 Village goals and objectives

A goal is an achievable outcome that is generally broad and longer-term while an objective is shorter-term and defines measurable actions to achieve an overall goal. While different, the two terms are often used in unison when preparing a plan. This is because both are essential to planning and executing a plan and project.

The overall goal of the business district plan is to reduce or eliminate conditions that qualify the property as a blighted and to provide the direction and mechanisms necessary to redevelop the business district as a vibrant mixed-use area.

##### Village goals

The Village has identified the following goals to guide the redevelopment of the Northbrook Court business district:

- To create an environment that will contribute more positively to the health, safety, and general welfare of the Village and its residents,
- Provide for the implementation of economic development and redevelopment strategies that benefit the Village and its residents,
- Preserve and strengthen the property tax base for overlapping taxing jurisdictions and sales tax base of the Village,
- Create new jobs and retain existing jobs for the Village and area residents,
- Replat parcels of property thereby permitting modern development and land use,
- Improve infrastructure that will serve the improvements on all the properties and provide safe and efficient access to the parcels, and
- Facilitate and promote environmentally focused investments and initiatives that advance the Village's Climate Action Plan mission to reduce greenhouse gas emissions community-wide and foster sustainability.

##### Village objectives

The Village has identified the following objectives to achieve the goals outlined above:

- Establish Northbrook Court as a premier shopping destination on Chicago's North Shore,
- Create an improved shopping experience for Northbrook Court shoppers, a more diverse tenant mix, and improved dining options to ensure its long-term success in the Village,

- Increase customer visits to Northbrook Court focusing on non-Village resident patronage,
- Prevent future vacancies and encourage the redevelopment of vacant spaces,
- Promote and enhance retail business occupancy within existing buildings and structures through the utilization of applicable funds for eligible capital improvements,
- Address physical deficiencies of facilities, infrastructure, and obsolescence of the center,
- Facilitate right-of-way and private roadway improvements, public transportation, parking, and access related agreements and enhancements within the area, and
- Promote environmentally sustainable investments in commercial development projects.

### 3.2 Project description

The Village intends to provide or enter into agreements with developers or other private-sector interests to provide certain public and private improvements in the business district to enhance the immediate area and to serve the needs of development. Village projects may include:

- Redesign site to enhance current uses, which may require the demolition and replacement of buildings,
- Facilitation of site preparation, including the potential acquisition, subdivision, or consolidation of property to support coordinated redevelopment within the district,
- Installation, repair, and relocation of public and private utilities, including construction or replacement of the public utility mains, service lines, and related system improvements,
- Installation, repair, and relocation of certain street improvements including construction or replacement of roadways, traffic signalization, and other surface improvements,
- Improve streetscape design, pedestrian access, distinctive lighting, signage and landscaping, and other appropriate site amenities, and
- Construction of other public and private site improvements.

### 3.3 Financial plan

Per the Law, a business district plan must include, among other elements, an estimate of the business district project costs (the “estimated project costs”) to be incurred by the municipality, any government agency, or any developer or non-governmental person, in furtherance of the plan. The plan must also set forth the rate of any business district business district taxes. In the following section, a summary of eligible project costs, an estimate of project costs for this plan, and the rate of business district taxes for the Northbrook Court business district are presented.

#### Eligible business district costs

Per the Law, eligible business district costs may include the sum total of all costs incurred by a municipality, other governmental entity, or nongovernmental person in connection with a business district. Some of the categories of these costs are summarized below. All categories of “business

district project costs" as defined in the Law, and as the Law may be amended, are incorporated into this plan.

***Professional services***

Costs of studies, surveys, development of plans and specifications, implementation and administration of a business district plan, and personnel and professional service costs, including architectural, engineering, legal, marketing, financial, planning, and other professional services, provided that no charges for professional services may be based on a percentage of tax revenues received by the municipality. See 65 ILCS 5/11-74.3-5(1).

***Property assembly***

Property assembly costs include the acquisition of land and other real or personal, and specifically including payments to developers or other non-governmental persons as reimbursement for property assembly costs incurred by that developer or other non-governmental person. See 65 ILCS 5/11-74.3-5(2).

***Site preparation***

These include costs for clearance, demolition, or removal of any existing buildings, structures, fixtures, utilities, and improvements and clearing and grading of land. See 65 ILCS 5/11-74.3-5(3).

***Site improvements***

Site improvement cost include the costs of installation, repair, construction, reconstruction, extension, or relocation of public streets, public utilities, and other public site improvements within or without the business district which are essential to the preparation of the business district for use in accordance with the business district plan, and specifically including payments to developers or other non-governmental persons as reimbursement for site preparation costs incurred by the developer or non-governmental person. See 65 ILCS 5/11-74.3-5(4).

***Rehabilitation costs***

These costs include the renovation, rehabilitation, reconstruction, relocation, repair, or remodeling of any existing buildings, improvements, and fixtures within the business district, and specifically including payments to developers or other non-governmental persons as reimbursement for costs incurred by those developers or non-governmental persons. See 65 ILCS 5/11-74.3-5(5).

***Construction costs***

Construction costs include the installation or construction within the business district of buildings, structures, works, streets, improvements, equipment, utilities, or fixtures, and specifically including payments to developers or other non-governmental persons as reimbursements for such costs incurred by such developer or non-governmental person. See 65 ILCS 5/11-74.3-5(6).

***Financing costs***

These costs include all necessary and incidental expenses related to the issuance of obligations, payment of any interest on any obligations issued under the Law that accrues during the estimated period of construction of any development or redevelopment project for which those obligations are issued and for not exceeding 36 months thereafter, and any reasonable reserves related to the issuance of those obligations. See 65 ILCS 5/11-74.3-5(7).

**Relocation costs**

Relocation costs are eligible to the extent that a municipality determines that relocation costs shall be paid or is required to make payment of relocation costs by federal or state law. See 65 ILCS 5/11-74.3-5(8).

**Estimated business district costs**

Estimated business district project costs are shown below in **Table 3.1**. Adjustments to these cost items may be made without amendment to the plan. The costs represent estimated amounts and do not represent actual Village commitments or expenditures. These costs, rather, represent a ceiling on possible expenditures of business district funds in the area.

**Table 3.1: Estimated business district costs**

<b>Professional services.</b> Costs of studies, surveys development of plans, and specifications, implementation and administration of the district including but not limited to staff and professional service costs for architectural, engineering, legal, financial, planning, and other services.	\$ 5,000,000
<b>Property assembly.</b> Costs including, but not limited to acquisition of land and other real or personal property.	10,000,000
<b>Site preparation.</b> Costs including, but not limited to clearance, demolition, or removal of any existing buildings, structures, fixtures, utilities, and improvements and clearing and grading of land.	10,000,000
<b>Site improvements.</b> Costs of installation, repair, construction, reconstruction, extension, or relocation of public streets, public utilities, and other public site improvements.	15,000,000
<b>Construction costs.</b> Costs of installation or construction within the business district of buildings, structures, works, streets, improvements, equipment, utilities, or fixtures.	25,000,000
<b>Total</b>	<b>65,000,000</b>

Adjustments may be made between line items and other categories of business district project costs, including those categories not listed above. All costs are in 2023 dollars and the total estimated business district costs may be increased by up to five percent (5%)—after adjusting for annual inflation—without amendment to the plan. The individual costs will be reevaluated considering the status of the private development and resulting tax revenues. In addition to the above stated costs, each issue of obligations issued to finance the project may include an amount of proceeds sufficient to pay customary and reasonable charges associated with the issuance of such obligations, including interest costs.

**Source of funds**

As required by the Law, the Village will establish and maintain a Business District Tax Allocation Fund (the “fund”) to which business district revenues generated through the business district taxes will be deposited or credited. The business district taxes will be administered as provided in the Law. Eligible business district project costs are to be paid or reimbursed from these sources of revenue, as described below.

***Business district retailers' occupation tax***

A business district retailers' occupation tax will be imposed on persons engaged in the business of selling tangible personal property at retail (excluding property titled or registered with a state agency) in the district at a rate of one percent (1.00%) of the gross receipts from the sales made during such business. The tax may not be imposed on food for human consumption that is to be

consumed off the premises from which it is sold (other than alcoholic beverages, soft drinks, and food that has been prepared for immediate consumption), prescription and non-prescription medicines, drugs, medical appliances, modifications to a motor vehicle for the purposes of rendering it usable by a disabled person, and insulin, urine testing materials, syringes, and needles used by diabetics, for human use.

#### ***Business district service occupation tax***

A business district service occupation tax will be imposed upon all persons in the district engaged in the business of making sales of service, who, as an incident to making those sales of service, transfer tangible personal property within the business district, either in the form of tangible personal property or in the form of real estate as an incident to a sale of service. This tax will be imposed at a rate of one percent (1.00%) and may not be imposed on food for human consumption that is to be consumed off the premises from which it is sold (other than alcoholic beverages, soft drinks, and food that has been prepared for immediate consumption), prescription and nonprescription medicines, drugs, medical appliances, modifications to a motor vehicle for the purposes of rendering it usable by a disabled person, and insulin, urine testing materials, syringes, and needles used by diabetics, for human use.

#### ***Other sources of funds***

Other sources of funds that may be used to pay for business district development and redevelopment costs and associated obligations issued or incurred include land disposition proceeds, state and federal grants, investment income, private investor and financial institution funds, and all other lawful sources of funds and revenues as the municipality and developer or other non-governmental entity from time to time may deem appropriate.

#### **Type and terms of obligations**

To finance business district costs, the Village may issue bonds or obligations secured by the anticipated business district taxes generated within the district or such other bonds or obligations as the Village may deem as appropriate.

All obligations issued by the Village pursuant to this business district plan and the Law shall be retired in the manner provided in the ordinance authorizing issuance of such obligations, by the receipts of taxes from the district and by any other revenue designated or pledged by the Village. The final maturity date of any such obligations that are issued may not be later than 20 years from their respective dates of issue or the dissolution of the district, whichever is earlier.

In addition to paying or reimbursing business district project costs, business district revenues may be used for the scheduled or early retirement of obligations, as provided in the ordinance issuing such obligations. As provided in the Law, following payment or reimbursement for all business district project costs, any surplus funds in the fund will be deposited into the Village's general corporate fund.

#### **Establishment and term of business district**

According to the Law, the term of the business shall not exceed 23 years from the date the ordinance approving this plan and designation is approved. The business district taxes will be imposed for no longer than the term of the business district.

### 3.4 Other required findings and tests

To approve a business district plan and designate a business district, a municipality must make several important findings as summarized below:

- 1. The business district overall has not been subject to growth and development through investment by private enterprises and would not reasonably be anticipated to be developed or redeveloped without the adoption of the business district plan.**

The consultant's analysis of EAV trends in the properties throughout the business district indicates that there was a decline in the total EAV for three (3) of the past five (5) year-to-year periods and a total EAV growth rate less than the CPI-U for three (3) of the last five (5) year-to-year periods. Lack of growth in EAV is one of the strongest indicators that the area has been falling into a state of decline and is indicative of a lack of growth and private investment in the proposed district.

In addition, the consultant reviewed building permits issued by the Village over the past five years for properties in the RPA. The type and value of improvements can serve as an indicator of investment in an area. Permit data for properties in the business district, however, indicate little investment in the center. Since the beginning of 2017, only 28 building permits have been issued for the property. All but four of these permits were for work related to the now-demolished former Macy's store. The four permits not related to Macy's were for routine improvements at Neiman Marcus and P.F. Chang's.

Without the use of public resources, the redevelopment of the business district would most likely not occur. Redeveloping Northbrook Court into a vibrant mixed-use community is a complex and costly undertaking and would only be possible with public assistance.

- 2. Any ordinance adopted which designates a business district shall contain the boundaries of such business district by legal description and, where possible, by street location, a finding that the business district plan conforms to the comprehensive plan for the development of the municipality.**

The boundaries for the proposed Northbrook Court business district are defined in the legal description included in **Appendix 2** to this report. In 2019, the Village's comprehensive plan was amended by re-designating the mall property as appropriate for "Major Corridor Multi-Use." The Major Corridor Multi-Use (MU-MC) classification is intended to provide areas to accommodate a mixture of higher density multifamily housing, retail, restaurant, business and professional offices, personal and business services, as well as entertainment, fitness, and religious and other membership organizations that are predominately integrated horizontally on a development site. These uses are consistent with this business district plan.

- 3. For any business district in which the municipality intends to impose taxes, a specific finding that the business district qualifies as a blighted area as defined in the Law.**

The presence of the blighting factors described in the previous section, and in combination, retard the provision of housing accommodations and constitute an economic liability and economic underutilization of the area. The documented presence of deterioration of site improvements and obsolete platting, and allows for the finding that the property is a "blighted area" per the Law. The property is a blighted area per the Law.

### 3.5 Provisions for amending business district plan

This business district plan may be amended pursuant to the provisions of the Law.

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## **Appendix 1**

### Boundary Legal Description

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## NORTHBROOK COURT 2023 SUBDIVISION

THAT PART OF SECTION 3, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 3; THENCE SOUTH 00 DEGREES 04 MINUTES 37 SECONDS EAST, 82.00 FEET TO THE SOUTH LINE OF LAKE COOK AS WIDENED PER DOCUMENT 23113812; THENCE NORTH 89 DEGREES 56 MINUTES 13 SECONDS WEST, 704.77 TO THE POINT OF BEGINNING; THENCE SOUTH 25 DEGREES 15 MINUTES 36 SECONDS WEST, 46.99 FEET; THENCE ALONG THE ARC OF A NON-TANGENT CURVE, CONCAVE TO THE NORTHWEST, HAVING A CHORD BEARING OF SOUTH 43 DEGREES 57 MINUTES 30 SECONDS WEST, A RADIUS OF 103.00 FEET, AN ARC DISTANCE OF 75.13 FEET; THENCE SOUTH 23 DEGREES 03 MINUTES 47 SECONDS WEST, 25.93 FEET; THENCE SOUTH 51 DEGREES 18 MINUTES 39 SECONDS EAST, 18.82 FEET; THENCE ALONG THE ARC, CONCAVE TO THE SOUTHWEST, HAVING A CHORD BEARING OF SOUTH 42 DEGREES 32 MINUTES 09 SECONDS EAST, A RADIUS OF 467.00 FEET, AN ARC DISTANCE OF 143.04 FEET; THENCE SOUTH 53 DEGREES 10 MINUTES 55 SECONDS WEST, 47.09 FEET; THENCE ALONG THE ARC OF A CURVE, CONCAVE TO THE WEST, HAVING A CHORD BEARING OF SOUTH 05 DEGREES 40 MINUTES 11 SECONDS EAST, A RADIUS OF 420.00 FEET, AN ARC DISTANCE OF 406.84 FEET; THENCE SOUTH 22 DEGREES 01 MINUTES 39 SECONDS WEST, 239.89 FEET; THENCE SOUTH 89 DEGREES 53 MINUTES 56 SECONDS EAST ALONG A LINE 366.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 3, 715.19 FEET, TO WEST LINE OF LEE ROAD, PER DOCUMENT 23113812; THENCE SOUTH 00 DEGREES 04 MINUTES 37 SECONDS EAST, ALONG SAID WEST LINE OF LEE ROAD, 66.00 FEET; THENCE NORTH 89 DEGREES 53 MINUTES 56 SECONDS WEST, 747.57 FEET; THENCE ALONG THE ARC OF A NON-TANGENT CURVE, CONCAVE TO THE NORTHWEST, HAVING A CHORD BEARING OF SOUTH 61 DEGREES 23 MINUTES 42 SECONDS WEST, A RADIUS OF 100.00 FEET, AN ARC DISTANCE OF 72.61 FEET; THENCE SOUTH 82 DEGREES 11 MINUTES 44 SECONDS WEST, 12.47 FEET; THENCE ALONG THE ARC OF A CURVE, CONCAVE TO THE SOUTHEAST, HAVING A CHORD BEARING OF SOUTH 69 DEGREES 13 MINUTES 49 SECONDS WEST, A RADIUS OF 900.00 FEET, AN ARC LENGTH OF 407.31 FEET; THENCE SOUTH 56 DEGREES 15 MINUTES 55 SECONDS WEST, 7.72 FEET; THENCE ALONG THE ARC OF A CURVE, CONCAVE TO THE SOUTHEAST, HAVING A CHORD BEARING OF SOUTH 29 DEGREES 49 MINUTES 34 SECONDS WEST, A RADIUS OF 150.00 FEET, AN ARC LENGTH OF 138.44 FEET TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 3; THENCE NORTH 89 DEGREES 53 MINUTES 56 SECONDS WEST, ALONG SAID SOUTH LINE, 0.24 FEET TO THE WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 3; THENCE SOUTH 00 DEGREES 10 MINUTES 53 SECONDS WEST, ALONG SAID WEST LINE, 1131.20 FEET TO THE NORTH LINE OF THE ILLINOIS TRI-STATE TOLL ROAD; THENCE SOUTH 81 DEGREES 47 MINUTES 14 SECONDS WEST, ALONG SAID NORTH LINE, 1308.03 FEET TO THE SOUTH LINE OF THE NORTH HALF OF SAID SECTION 3; THENCE NORTH 89 DEGREES 51 MINUTES 14 SECONDS WEST, ALONG SAID SOUTH LINE, 35.33 FEET TO THE WEST LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 3, BEING THE SAME AS THE EAST LINE OF GLEN BROOK COUNTYSIDE SUBDIVISION RECORDED AS DOCUMENT 13802722; THENCE NORTH 00 DEGREES 26 MINUTES 25 SECONDS EAST, ALONG SAID WEST LINE, 419.16 FEET; THENCE SOUTH 89 DEGREES 33 MINUTES 35 SECONDS EAST, 28.00 FEET; THENCE NORTH 66 DEGREES 13 MINUTES 59 SECONDS EAST, 302.14 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 31 SECONDS EAST, 76.95 FEET; THENCE SOUTH 63 DEGREES 57 MINUTES 15 SECONDS EAST, 140.80 FEET; THENCE NORTH 26 DEGREES 25 MINUTES 44 SECONDS EAST, 175.96 FEET; THENCE NORTH 09 DEGREES 21 MINUTES 31 SECONDS WEST, 203.71 FEET; THENCE NORTH 39 DEGREES 13 MINUTES 03 SECONDS WEST, 116.47 FEET; THENCE SOUTH 59 DEGREES 48

MINUTES 24 SECONDS WEST, 56.22 FEET; THENCE NORTH 30 DEGREES 11 MINUTES 35 SECONDS WEST, 61.41 FEET; THENCE NORTH 00 DEGREES 03 MINUTES 47 SECONDS EAST, 5.00 FEET; THENCE ALONG THE ARC OF A CURVE, CONCAVE TO THE SOUTHWEST, HAVING A CHORD BEARING OF NORTH 44 DEGREES 56 MINUTES 13 SECONDS WEST, A RADIUS OF 65.00 FEET, AN ARC DISTANCE OF 102.10 FEET; THENCE NORTH 89 DEGREES 56 MINUTES 13 SECONDS WEST, 170.95 FEET; THENCE NORTH 49 DEGREES 55 MINUTES 57 SECONDS WEST, 207.12 FEET TO THE WEST LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 3; THENCE NORTH 00 DEGREES 26 MINUTES 25 SECONDS EAST, ALONG SAID WEST LINE, 164.25 FEET TO THE TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 3, BEING THE SAME AS BEING AS THE NORTH LINE OF GLEN BROOK COUNTRYSIDE SUBDIVISION RECORDED AS DOCUMENT 13802722; THENCE NORTH 89 DEGREES 53 MINUTES 39 SECONDS WEST, ALONG SAID SOUTH LINE, 356.47 FEET TO THE EASTERLY LINE OF OPTIMA NORTHBROOK SUBDIVISION RECORDED AS DOCUMENT 89085002; THENCE THE FOLLOWING SIX COURSES AND DISTANCES ALONG SAID EASTERLY LINE; 1) THENCE NORTH 00 DEGREES 03 MINUTES 47 SECONDS EAST, 42.36 FEET; 2) THENCE NORTH 53 DEGREES 18 MINUTES 37 SECONDS WEST, 169.90 FEET; 3) THENCE ALONG THE ARC OF CURVE, CONCAVE TO THE NORTHEAST, HAVING A CHORD BEARING OF NORTH 30 DEGREES 14 MINUTES 16 SECONDS WEST, A RADIUS OF 542.00 FEET, AN ARC DISTANCE OF 436.52 FEET; 4) THENCE NORTH 00 DEGREES 35 MINUTES 10 SECONDS EAST, 107.24 FEET; 5) THENCE NORTH 89 DEGREES 53 MINUTES 39 SECONDS WEST, 238.84 FEET TO THE EAST LINE OF THE WEST 370.00 FEET OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 3; 6) THENCE NORTH 00 DEGREES 35 MINUTES 26 SECONDS EAST, ALONG SAID EAST LINE, 309.45 FEET A LINE 395.00 FEET SOUTH OF AND PARALLEL WITH THE WESTERLY EXTENSION OF THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 3; THENCE SOUTH 89 DEGREES 56 MINUTES 13 SECONDS EAST, ALONG SAID PARALLEL LINE, 166.01 FEET TO THE EAST LINE OF LOT 1 IN NORTHBROOK COURT SUBDIVISION NUMBER 1, RECORDED AS DOCUMENT 23738085; THENCE NORTH 00 DEGREES 35 MINUTES 26 SECONDS EAST, ALONG SAID EAST LINE, 296.77 FEET TO THE SOUTH LINE OF LAKE COOK ROAD AS WIDENED PER DOCUMENT 23033339; THENCE THE FOLLOWING NINE COURSES AND DISTANCE ALONG THE SOUTH LINE OF SAID LAKE COOK ROAD AS WIDENED PER DOCUMENT 23033339 AND 23113812; 1) THENCE SOUTH 87 DEGREES 38 MINUTES 14 SECONDS EAST, 166.04 FEET; 2) THENCE SOUTH 89 DEGREES 48 MINUTES 34 SECONDS EAST, 47.89 FEET; 3) THENCE SOUTH 89 DEGREES 57 MINUTES 09 SECONDS EAST, 225.86 FEET; 4) THENCE SOUTH 89 DEGREES 55 MINUTES 45 SECONDS EAST, 227.30 FEET; 5) THENCE SOUTH 89 DEGREES 55 MINUTES 43 SECONDS EAST, 114.49 FEET; 6) THENCE SOUTH 89 DEGREES 56 MINUTES 08 SECONDS EAST, 50.07 FEET; 7) THENCE SOUTH 89 DEGREES 56 MINUTES 08 SECONDS EAST, 259.40 FEET; 8) THENCE NORTH 88 DEGREES 24 MINUTES 56 SECONDS EAST, 799.97 FEET; 9) THENCE SOUTH 89 DEGREES 56 MINUTES 13 SECONDS EAST, 821.81 FEET TO THE POINT OF BEGINNING

## Appendix 2

### PIN List

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**Summary of EAV by PIN, 2021**

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
<b>Total</b>	<b>72,218,088</b>

Source: Cook County Assessor and Murakishi

VILLAGE OF NORTHBROOK,  
COOK COUNTY, ILLINOIS  
PROPOSED NORTHBROOK COURT BUSINESS  
DISTRICT

NOTICE IS HEREBY GIVEN that the Corporate Authorities of the Village of Northbrook ("Village") will hold a public hearing on Tuesday, August 22, 2023, at 7:30 p.m., at Northbrook Village Hall, 1225 Cedar Lane, Northbrook, Illinois ("Hearing"), to consider whether to designate the territory described and depicted in **Exhibits 1 and 2**, respectively, attached which is generally described as the Northbrook Court Shopping Center ("Proposed Business District") as a business district with a finding and determination that the Proposed Business District is a blighted area as set forth in the Illinois Business District Development and Redevelopment Law, 65 ILCS 5/11-74.3-1 et seq. ("Law"), and whether to approve a business district plan for the Proposed Business District as set forth in the Law.

All interested persons will be given an opportunity to be heard at the Hearing. The business district plan for the Proposed Business District under consideration at the Hearing provides, generally, that the Village may provide or enter into an agreement with developers or business owners and tenants to provide certain public and private improvements in the Proposed Business District to enhance the immediate area and to serve the needs of development and the interests of the Village and its residents, and to eliminate the blighting conditions therein. The Village intends to develop the Proposed Business District in accordance with the Village's Comprehensive Plan, further contributing to the long-term economic health and vitality of the Village. Proposed Village projects in the Proposed Business District may include but are not necessarily limited to:

1. Improvement of public utilities including water mains, sewer related system improvements and storm water retention.
2. Property acquisition by contract or eminent domain.
3. Environmental remediation and site preparation.
4. Construction, installation, and rehabilitation of buildings, structures, works, streets, improvements, equipment, utilities, and fixtures; improvement of roadways, alleyways and sidewalks.
5. Beautification and installation of identification markers, landscaping, and streetscaping.
6. Relocation and extension of utilities; and the elimination of blighting conditions.

The Village may impose a One Percent (1%) retailers' occupation tax and a One Percent (1%) service occupation tax, as permitted by the Law, in the Proposed Business District for the planning, execution, and implementation of business district plan, and to pay for business district project costs as set forth in the business district plan.

A copy of the business district plan under consideration for the Proposed Business District is available at the Northbrook Village Hall, 1225 Cedar Lane, Northbrook, Illinois, for review. Any party interested in submitting an alternative proposal or bid for any proposed conveyance, lease, mortgage, or other disposition by the Village of Northbrook of land or rights in land owned by the Village and located within the Proposed Business District, should contact the Village Manager, Northbrook Village Hall, 1225 Cedar Lane, Northbrook, Illinois, or by telephone at (847) 272-5050. Any alternative proposals or bids must be addressed to and submitted to the Village Manager at the above-listed Village

Hall address, no later than the Friday before the Hearing, on or before Friday August 18, 2023 at 4:00 p.m.

Village Clerk  
Village of Northbrook  
Cook County, Illinois

**EXHIBIT 1**  
**LEGAL DESCRIPTION OF THE PROPOSED  
BUSINESS DISTRICT**

NORTHBROOK COURT 2023 SUBDIVISION  
THAT PART OF SECTION 3, TOWNSHIP 42 NORTH,  
RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN,  
DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF  
SAID SECTION 3; THENCE SOUTH 00 DEGREES  
04 MINUTES 37 SECONDS EAST, 82.00 FEET TO  
THE SOUTH LINE OF LAKE COOK AS WIDENED  
PER DOCUMENT 23113812; THENCE NORTH 89  
DEGREES 56 MINUTES 13 SECONDS WEST, 704.77  
FEET TO THE POINT OF BEGINNING; THENCE SOUTH 25  
DEGREES 15 MINUTES 36 SECONDS WEST, 46.99  
FEET; THENCE ALONG THE ARC OF A NON-TANGENT  
CURVE, CONCAVE TO THE NORTHWEST, HAVING A  
CHORD BEARING OF SOUTH 43 DEGREES 57 MINUTES  
30 SECONDS WEST, A RADIUS OF 103.00  
FEET, AN ARC DISTANCE OF 75.13 FEET; THENCE  
SOUTH 23 DEGREES 03 MINUTES 47 SECONDS  
WEST, 25.93 FEET; THENCE SOUTH 51 DEGREES 18  
MINUTES 39 SECONDS EAST, 18.82 FEET; THENCE  
ALONG THE ARC, CONCAVE TO THE SOUTHWEST,  
HAVING A CHORD BEARING OF SOUTH 42 DEGREES  
32 MINUTES 09 SECONDS EAST, A RADIUS OF 467.00  
FEET, AN ARC DISTANCE OF 143.04 FEET;  
THENCE SOUTH 53 DEGREES 10 MINUTES 55  
SECONDS WEST, 47.09 FEET; THENCE ALONG THE  
ARC OF A CURVE, CONCAVE TO THE WEST, HAVING  
A CHORD BEARING OF SOUTH 05 DEGREES 40  
MINUTES 11 SECONDS EAST, A RADIUS OF 420.00  
FEET, AN ARC DISTANCE OF 406.84 FEET; THENCE  
SOUTH 22 DEGREES 01 MINUTES 39 SECONDS  
WEST, 239.89 FEET; THENCE SOUTH 89 DEGREES  
53 MINUTES 56 SECONDS EAST ALONG A LINE  
366.00 FEET NORTH OF AND PARALLEL WITH THE  
SOUTH LINE OF THE NORTHEAST QUARTER OF THE  
NORTHEAST QUARTER OF SAID SECTION 3, 715.19  
FEET, TO WEST LINE OF LEE ROAD, PER DOCUMENT  
23113812; THENCE SOUTH 00 DEGREES 04 MINUTES  
37 SECONDS EAST, ALONG SAID WEST LINE OF LEE  
ROAD, 66.00 FEET; THENCE NORTH 89  
DEGREES 53 MINUTES 56 SECONDS WEST, 747.57  
FEET; THENCE ALONG THE ARC OF A NON-TANGENT  
CURVE, CONCAVE TO THE NORTHWEST, HAVING A  
CHORD BEARING OF SOUTH 61 DEGREES 23 MINUTES  
42 SECONDS WEST, A RADIUS OF 100.00  
FEET, AN ARC DISTANCE OF 72.61 FEET; THENCE  
SOUTH 82 DEGREES 11 MINUTES 44 SECONDS  
WEST, 12.47 FEET; THENCE ALONG THE ARC OF A  
CURVE, CONCAVE TO THE SOUTHEAST, HAVING  
A CHORD BEARING OF SOUTH 29 DEGREES 49  
MINUTES 34 SECONDS WEST, A RADIUS OF 150.00  
FEET, AN ARC LENGTH OF 138.44 FEET TO THE  
SOUTH LINE OF THE NORTHEAST QUARTER OF THE  
NORTHEAST QUARTER OF SAID SECTION 3;  
THENCE NORTH 89 DEGREES 53 MINUTES 56 SECONDS  
WEST, ALONG SAID SOUTH LINE, 0.24 FEET  
TO THE WEST LINE OF THE SOUTHEAST QUARTER  
OF THE NORTHEAST QUARTER OF SAID SECTION  
3; THENCE SOUTH 00 DEGREES 10 MINUTES 53  
SECONDS WEST, ALONG SAID WEST LINE, 1131.20  
FEET TO THE NORTH LINE OF THE ILLINOIS TRI-

STATE TOLL ROAD; THENCE SOUTH 81 DEGREES  
47 MINUTES 14 SECONDS WEST, ALONG SAID  
NORTH LINE, 1308.03 FEET TO THE SOUTH LINE  
OF THE NORTH HALF OF SAID SECTION 3; THENCE  
NORTH 89 DEGREES 51 MINUTES 14 SECONDS  
WEST, ALONG SAID SOUTH LINE, 35.33 FEET TO  
THE WEST LINE OF THE SOUTHWEST QUARTER OF  
THE NORTHEAST QUARTER OF SECTION 3, BEING  
THE SAME AS THE EAST LINE OF GLEN BROOK  
COUNTRYSIDE SUBDIVISION RECORDED AS DOCUMENT  
13802722; THENCE NORTH 00 DEGREES 26  
MINUTES 25 SECONDS EAST, ALONG SAID WEST  
LINE, 419.16 FEET; THENCE SOUTH 89 DEGREES  
33 MINUTES 35 SECONDS EAST, 28.00 FEET;  
THENCE NORTH 66 DEGREES 13 MINUTES 59  
SECONDS EAST, 302.14 FEET; THENCE SOUTH 89  
DEGREES 59 MINUTES 31 SECONDS EAST, 76.95  
FEET; THENCE SOUTH 63 DEGREES 57 MINUTES 15  
SECONDS EAST, 140.80 FEET; THENCE NORTH 26  
DEGREES 25 MINUTES 44 SECONDS EAST, 175.96  
FEET; THENCE NORTH 09 DEGREES 21 MINUTES 31  
SECONDS WEST, 203.71 FEET; THENCE NORTH 39  
DEGREES 13 MINUTES 03 SECONDS WEST, 116.47  
FEET; THENCE SOUTH 59 DEGREES 48 MINUTES 24  
SECONDS WEST, 56.22 FEET; THENCE NORTH 30  
DEGREES 11 MINUTES 35 SECONDS WEST, 61.41  
FEET; THENCE NORTH 00 DEGREES 03 MINUTES  
47 SECONDS EAST, 5.00 FEET; THENCE ALONG  
THE ARC OF A CURVE, CONCAVE TO THE  
SOUTHWEST, HAVING A CHORD BEARING OF NORTH 44  
DEGREES 56 MINUTES 13 SECONDS WEST, A RADIUS  
OF 65.00 FEET, AN ARC DISTANCE OF 102.10  
FEET; THENCE NORTH 89 DEGREES 56 MINUTES  
13 SECONDS WEST, 170.95 FEET; THENCE NORTH  
49 DEGREES 55 MINUTES 57 SECONDS WEST,  
207.12 FEET TO THE WEST LINE OF THE  
SOUTHWEST QUARTER OF THE NORTHEAST QUARTER  
OF SECTION 3; THENCE NORTH 00 DEGREES 26

MINUTES 25 SECONDS EAST, ALONG SAID WEST  
LINE, 164.25 FEET TO THE TO THE SOUTH LINE OF  
THE NORTHEAST QUARTER OF THE NORTHEAST  
QUARTER OF SAID SECTION 3, BEING THE SAME  
AS BEING AS THE NORTH LINE OF GLEN BROOK  
COUNTRYSIDE SUBDIVISION RECORDED AS DOCUMENT  
13802722; THENCE NORTH 89 DEGREES 53  
MINUTES 39 SECONDS WEST, ALONG SAID SOUTH  
LINE, 356.47 FEET TO THE EASTERLY LINE OF  
OPTIMA NORTHBROOK SUBDIVISION RECORDED  
AS DOCUMENT 89085002; THENCE THE FOLLOWING  
SIX COURSES AND DISTANCES ALONG SAID  
EASTERLY LINE: 1) THENCE NORTH 00 DEGREES  
03 MINUTES 47 SECONDS EAST, 42.36 FEET; 2)  
THENCE NORTH 53 DEGREES 18 MINUTES 37  
SECONDS WEST, 169.90 FEET; 3) THENCE ALONG  
THE ARC OF CURVE, CONCAVE TO THE NORTHEAST,  
HAVING A CHORD BEARING OF NORTH 31 DEGREES  
14 MINUTES 16 SECONDS WEST, A RADIUS OF  
542.00 FEET, AN ARC DISTANCE OF 436.52 FEET; 4)  
THENCE NORTH 00 DEGREES 35 MINUTES 10 SEC-  
ONDS EAST, 107.24 FEET; 5) THENCE NORTH 89  
DEGREES 53 MINUTES 39 SECONDS WEST, 238.84  
FEET TO THE EAST LINE OF THE WEST 370.00 FEET  
OF THE NORTHEAST QUARTER OF THE NORTHEAST  
QUARTER OF SAID SECTION 3; 6) THENCE  
NORTH 00 DEGREES 35 MINUTES 26 SECONDS  
EAST, ALONG SAID EAST LINE, 309.45 FEET A LINE  
395.00 FEET SOUTH OF AND PARALLEL WITH THE  
WESTERLY EXTENSION OF THE NORTH LINE OF  
THE NORTHEAST QUARTER OF SAID SECTION 3;  
THENCE SOUTH 89 DEGREES 56 MINUTES 13 SEC-  
ONDS EAST, ALONG SAID PARALLEL LINE, 166.01  
FEET TO THE EAST LINE OF LOT 1 IN NORTHBROOK  
COURT SUBDIVISION NUMBER 1, RECORDED AS  
DOCUMENT 23738085; THENCE NORTH 00 DEGREES  
35 MINUTES 26 SECONDS EAST, ALONG SAID  
EAST LINE, 296.77 FEET TO THE SOUTH LINE

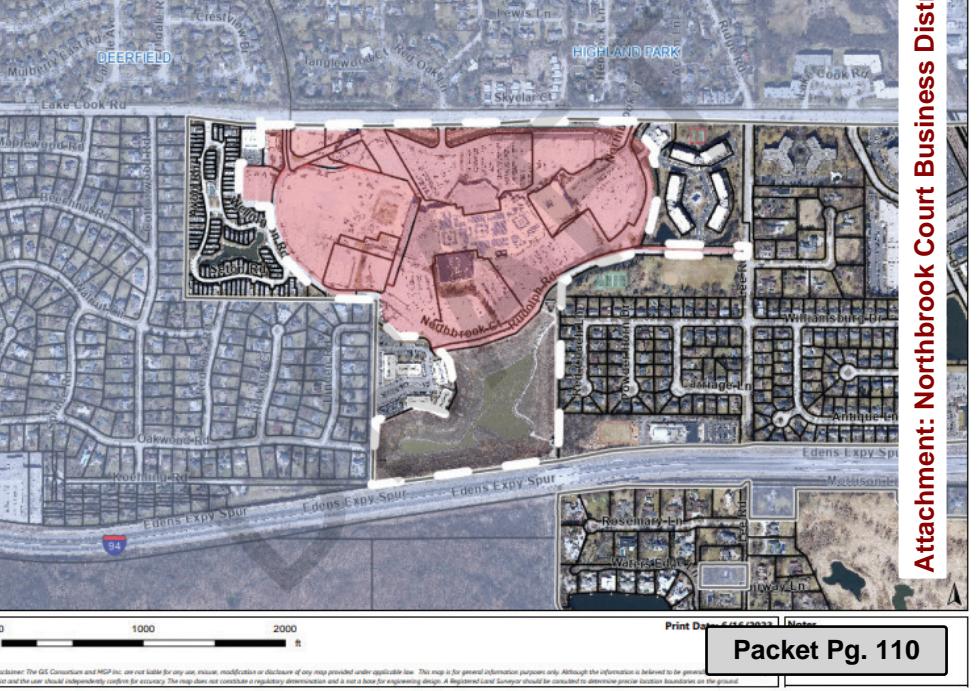
OF LAKE COOK ROAD AS WIDENED PER DOCUMENT  
23033339; THENCE THE FOLLOWING NINE COURSES  
AND DISTANCE ALONG SAID  
LAKE COOK ROAD AS  
23033339 AND 23113812; 1) THENCE SOUTH 87  
DEGREES 38 MINUTES 14 SECONDS EAST, 166.04  
FEET; 2) THENCE SOUTH 89 DEGREES 48 MINUTES  
34 SECONDS EAST, 47.89 FEET; 3) THE  
89 DEGREES 57 MINUTES 09 SECC  
225.86 FEET; 4) THENCE SOUTH 89 D  
MINUTES 45 SECONDS EAST, 227.3  
THENCE SOUTH 89 DEGREES 55 MINUT  
ONDS EAST, 114.49 FEET; 6) THENCE  
DEGREES 56 MINUTES 08 SECONDS I  
FEET; 7) THENCE SOUTH 89 DEGREES 44  
UTES 08 SECONDS EAST, 259.40 FEET  
E 56 MINUTES 13 SECONDS EAST, 821.  
THE POINT OF BEGINNING

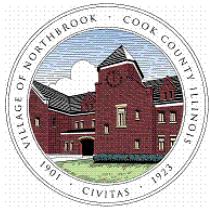
PINs: 04-03-101-010-0000,  
011-0000, 04-03-101-012-0000,  
101-016-0000, 04-03-101-127-00  
03-101-128-0000, 04-03-101-  
04-03-101-130-0000, 04-03-101-  
04-03-200-007-0000, 04-03-200-200-00  
03-200-027-0000, 04-03-200-032-00  
200-033-0000, and 04-03-200-034-01

Addresses: 1515 Lake Cook Road, 1  
Road, 1775 Lake Cook Road, 1819  
Road, 1455 Lake Cook Road, 1415  
Road, 450 Lake Cook Road, Northbrook

Street location: generally located on the  
of Lake Cook Road, west of Lee Road,  
Road, and north of the I-94 Expressway

**EXHIBIT 2**  
**DEPICTION OF THE PROPOSED BUSINESS DISTRICT**





# MEMORANDUM

## VILLAGE OF NORTHBROOK

### DEVELOPMENT AND PLANNING SERVICES

**TO:** CARA PAVLICEK, VILLAGE MANAGER  
**FROM:** MICHAELA KOHLSTEDT, DEPUTY DIRECTOR  
**DATE:** August 22, 2023  
**SUBJECT:** PRELIMINARY REVIEW OF A REQUEST FOR A ZONING CODE AMENDMENT FOR DRIVEWAY PAVING MATERIALS

On August 22, 2023 the Board of Trustees is scheduled to consider a preliminary application submitted by Thomas Churchwell (the "Applicant") as owner of 1855 Happ Road (the "Subject Property"). The Applicant requests preliminary Board comments on a request for a Zoning Code Text Amendment to allow driveway surfaces other than asphalt and concrete paving.

**The Subject Property:**

- is zoned R-4 Single Family Residential
- is surrounded by single family residential as noted on the attached application summary
- is approximately 18,400 square feet in area
- contains a single-family residential structure
- is located on a corner lot with driveway access off both Happ Road and Astor Place
- is designated as appropriate for single family in the Comprehensive Plan

**PROPOSED PLAN**

The Applicant approached the Village with an interest in removing the asphalt driveway to replace the surface with Tru Grid Paving System. The Applicant has stated that the existing asphalt driveway is in need of replacement and the Applicant has found the Tru Grid Paving System to be the preferred choice for replacement. In the materials submitted by the Applicant is a summary of the material which states that "Tru Grid is stronger than concrete, more economical than asphalt...made in the USA from 100% recycled material."

Staff reviewed the webpage for the product and it states that the plastic grid squares connect to one another and can be filled with gravel or grass to act as a permeable paver alternative. The grid system acts as a stabilizer when installing a gravel surface.

The Applicant is interested in pursuing a Zoning Code amendment so that if considered appropriate, and ultimately approved, the amendment would go into effect so the Applicant can request a permit for use of a material other than asphalt and concrete on the driveway surface.

**REQUIRED ZONING RELIEF**

Currently the Northbrook Zoning Code includes the following statement referring to storage [parking] of vehicles in parking lots and parking areas in all districts:

**9-101 D4(f)(2)**

Surface. No vehicle shall be stored except on an all-weather asphalt or concrete pavement surface.

This statement restricts driveway surfaces to asphalt or concrete. As the Board is aware, the Zoning Code is being re-written. This is an item that would have been reviewed during that process, but given the applicant's request staff asked that the consultant working on the Zoning Code project provide some background on less limiting language that other communities use for paved parking surfaces and driveways.

Following discussions with the consultant and the Village Engineer, Development & Planning Services Department staff have proposed an amendment consisting of the following language (deleted text depicted as stricken, and added text depicted as double underline and bold):

Surface. No vehicle shall be stored except on an all-weather asphalt, **brick**, or concrete pavement surfaces. **Permeable pavements may be utilized after review and approval by the Village Engineer.**

This language allows for use of asphalt, brick, and concrete materials without the need for specific additional review by the Village Engineer, while the second sentence proposed allows for other permeable materials to be considered. This proposed amendment allows for the material currently proposed by the Applicant, as well as other permeable surfaces, including materials that are created in the future, to be used without requiring additional code amendments.

If the Board finds the proposed amendment to be appropriate, staff will review the accessibility requirements when using alternative pavement materials during the formal application process.

**SUMMARY**

Staff suggests the Board consider the following policy questions while reviewing the preliminary request:

1. Is it appropriate to amend the Zoning Code to allow parking surface materials other than asphalt and concrete?
  - a. If so, is it appropriate to allow brick by right?
  - b. Is it appropriate to allow other permeable surfaces following review by the Village Engineer?
2. Does the Board concur with staff recommendation that the public hearing for this matter be conducted by the Plan Commission?

The Applicant and staff will attend the August 22, 2023 Board of Trustees meeting to answer any questions that may arise.

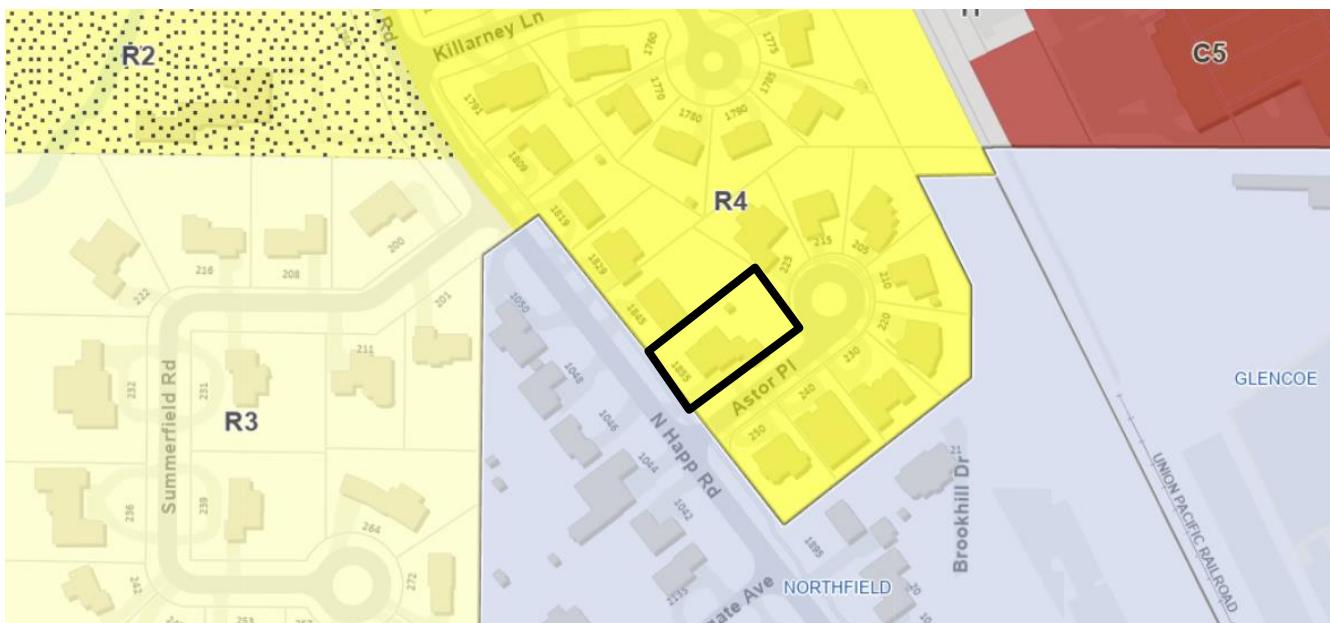
**PRELIMINARY REVIEW  
PRE-23-10: 1855 HAPP ROAD  
APPLICATION SUMMARY**

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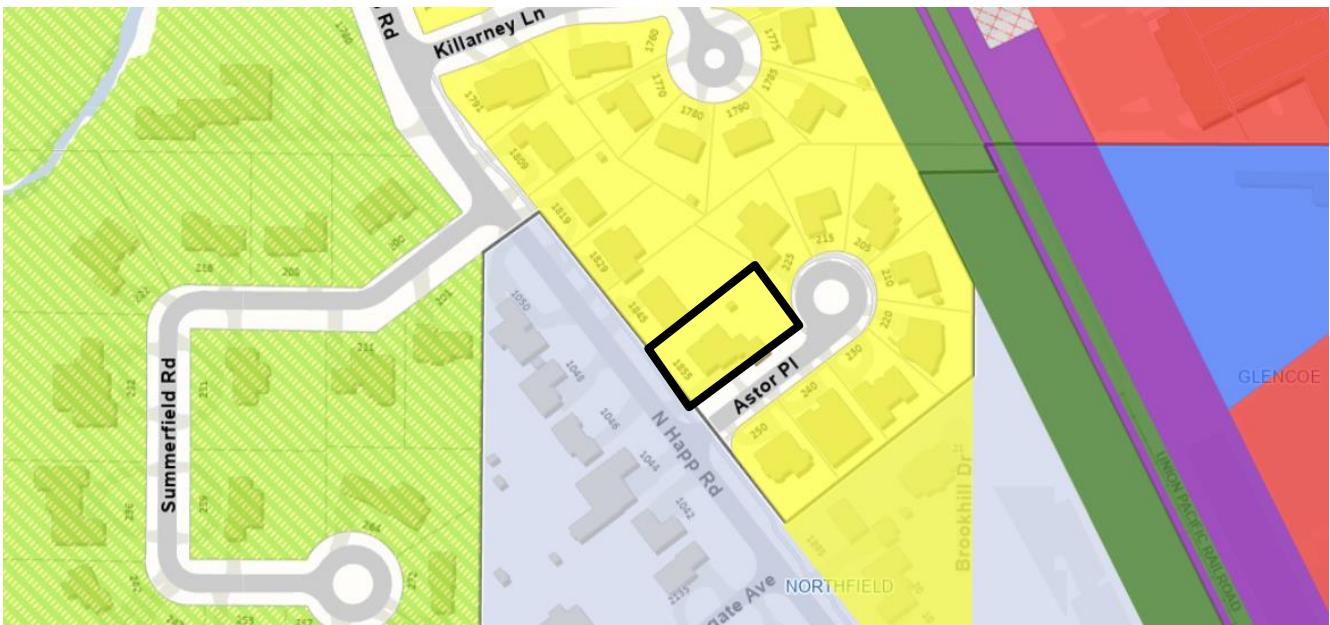
<b>Applicant:</b>	Thomas Churchwell
<b>Site Location:</b>	1855 Happ Road
<b>Requested Action:</b>	Zoning Code Text Amendment for Subparagraph 9-101 D4(f)(2)
<b>Proposal:</b>	Request to Amend the Zoning Code to Allow Driveways consisting of material other than asphalt or concrete pavement surface
<b>Existing Zoning &amp; Land Use:</b>	R-4 Single Family Residential; single family residence
<b>Surrounding Zoning &amp; Land Use:</b>	<p>North: R-4 Single Family Residential; single family residence</p> <p>South: R-4 Single Family Residential; single family residence Village of Northfield single family residential</p> <p>East: R-4 Single Family Residential; single family residence</p> <p>West: Village of Northfield single family residential</p>
<b>Comprehensive Plan Designation:</b>	Single Family

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**ZONING MAP**

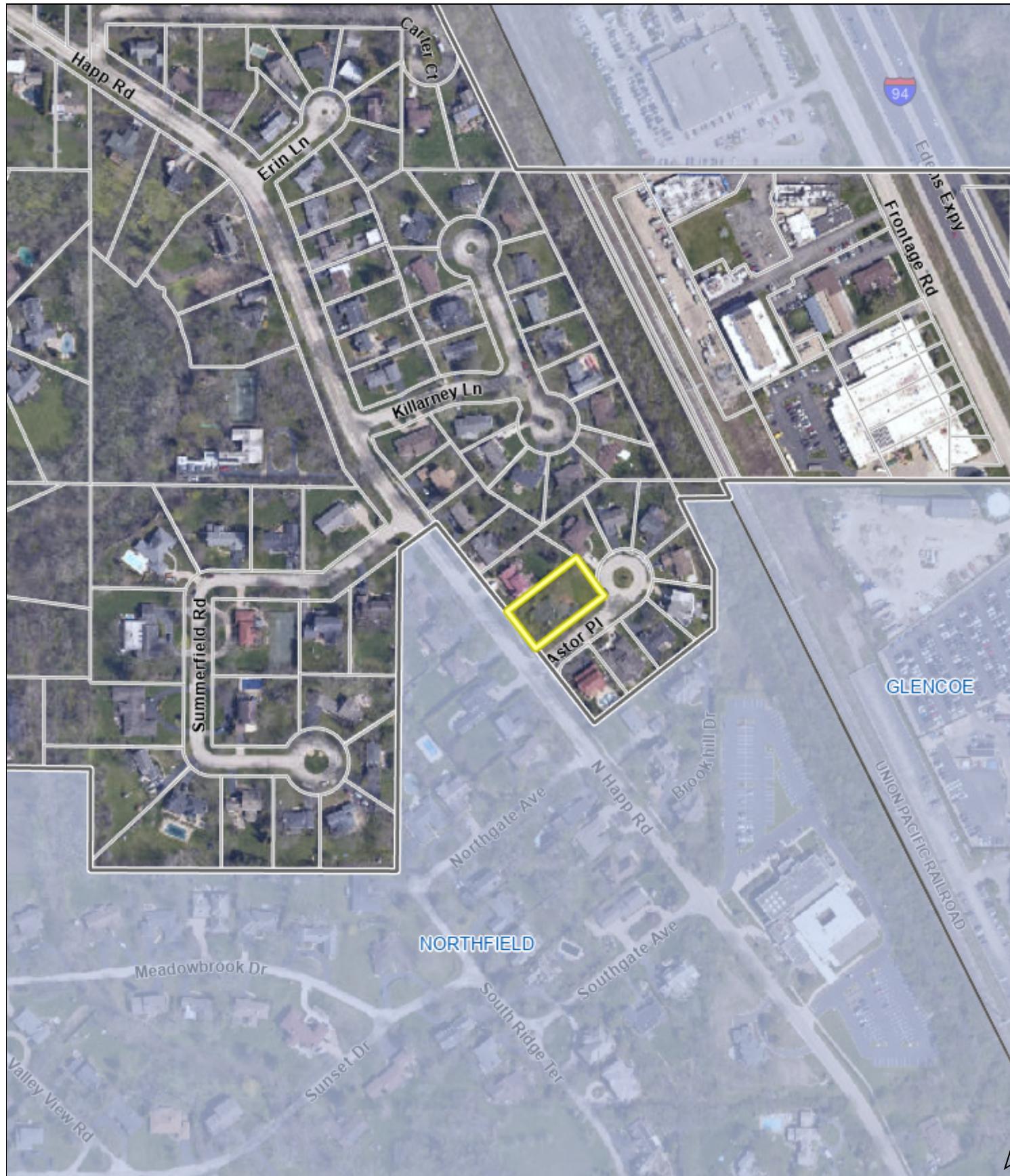


## COMPREHENSIVE PLAN MAP



## 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
- █ Techy Area Multi-Use
- █ Major Corridor Multi-Use
- █ Techy Area



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.

Print Date: 8/14/2023

Notes



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Print Date: 8/14/2023

Notes





## MEMORANDUM

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**To:** Cara Pavlicek, Village Manager  
**From:** Tessa Murray, Sustainability Coordinator  
**Cc:** Michaela Kohlstedt, Deputy Director of Development & Planning Services  
**Date:** August 22, 2023  
**Subject:** PRE-23-10: 1855 Happ Road – Zoning Code Text Amendment – 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.

The Applicant's proposed request for a Zoning Code Text Amendment to allow driveway surfaces other than asphalt and concrete paving aligns with the Village's sustainability goals as listed below.

Given the proposed amendment's accordance with overall CAP goals, staff recommends the Board's consideration in allowing and perhaps incentivizing permeable paver alternatives during the Zoning Code Update process.

### 1) BUILDINGS AND ENERGY

1A: Consider use of sustainable materials throughout projects: this includes maximizing recycled content, domestic production, and lower embodied carbon costs of materials.

*The proposed material is made from Post-Consumer Recycled Plastic.*

1B: Reduce urban heat island effect through measures such as light-colored “cool” roofs, green roofs, and reflective or permeable surfacing.

*The proposed material contributes significantly less to urban heat islands compared to traditional asphalt and concrete surfacing.*

### 2) WATER AND WASTEWATER

2A: Prioritize managing stormwater before it enters the sewer system by increasing permeable surfaces.

*The Applicant's request to allow permeable driveway surfacing would encourage stormwater infiltration and detention onsite, reducing community flood impacts.*



# 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: Thomas Churchwell

Primary Contact: Same \_\_\_\_\_

Address 1855 Happ Rd

City, State, Zip Northbrook, IL 60062

Phone No. 847 287-7417

Email: tlchurchwell@gmail.com

### Applicant Information

Legal Name: same

Primary Contact: same

Company \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Phone No. \_\_\_\_\_

Email \_\_\_\_\_

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

Site Location/Address: 1855 Happ Rd

Size of Property: 1/2 acre (square feet/acres)

Size of Building Space, if applicable N/A (square feet)

Current Zoning<sup>1</sup>:

Current Use of the Property:

<sup>1</sup> [www.northbrook.il.us/zoningmap](http://www.northbrook.il.us/zoningmap)

OVER →

Village of Northbrook  
**PRELIMINARY REVIEW APPLICATION**

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**REQUIRED MATERIALS FOR SUBMISSION**

**The Applicant must provide 1 hard copy, and 1 electronic copy, of the following information to Staff at least twelve (12) calendar days prior to the Village Board meeting date:**

- If the Applicant is *not* the owner of the subject property, the current property owner must submit written authorization allowing the Applicant to pursue the requested action. This letter must be received by Village Staff prior to placing an item on the Village Board agenda.
- A written narrative explaining the request must be provided. The narrative must include:
  - o A description of the property as it exists today, including the use(s) on the property.
  - o A description of the proposed use of the property.
  - o A description of the proposed physical changes to the property, including site improvements and building improvements (if none are proposed, please state so).
  - o Include the following, if applicable:
    - Hours of operation.
    - Number of employees.
    - Number of existing and proposed parking spaces.
    - A list of other tenants in the building, if a multi-tenant building.
    - Are there any proposed outdoor activity or uses.
- A "sketch" plan outlining the proposed project must be provided. This plan will vary depending on the type of Application. Please contact Staff to determine what information should be included.

**Please refer to the following page regarding instructions for submitting the electronic copy of the application materials.**

Cynthia and Tom Churchwell have been Northbrook residents at 1855 Happ Rd for a little more than a year. When we purchased the property the front of the house was obscured by a forest of buckthorn and the landscaping had been neglected. We removed the buckthorn and planted native gardens around the house.

We have taken advantage of the Village's tree program and planted 6 new trees including 5 oaks. We have installed 3 heat pumps and are planning to install solar panels on the roof.

The current asphalt driveway needs to be replaced and after investigating alternatives, we believe that the Tru Grid paving system is by far the best choice. We consulted with the Village engineers and the Department of Development and Planning Services and were advised that the current code only permits concrete and asphalt. We are pursuing zoning relief but believe that the Village should consider changing the code. Below is a more complete description of the Tru Grid system.

Tru Grid is a Paving system that's stronger than concrete, yet more economical than asphalt. The stormwater management properties are unparalleled. This Low impact environmentally friendly paving system is made in the USA from 100% recycled material. True Grid is a better, stronger and more durable solution. It has been installed and tested for over 10 years and is the **next generation of paving**.

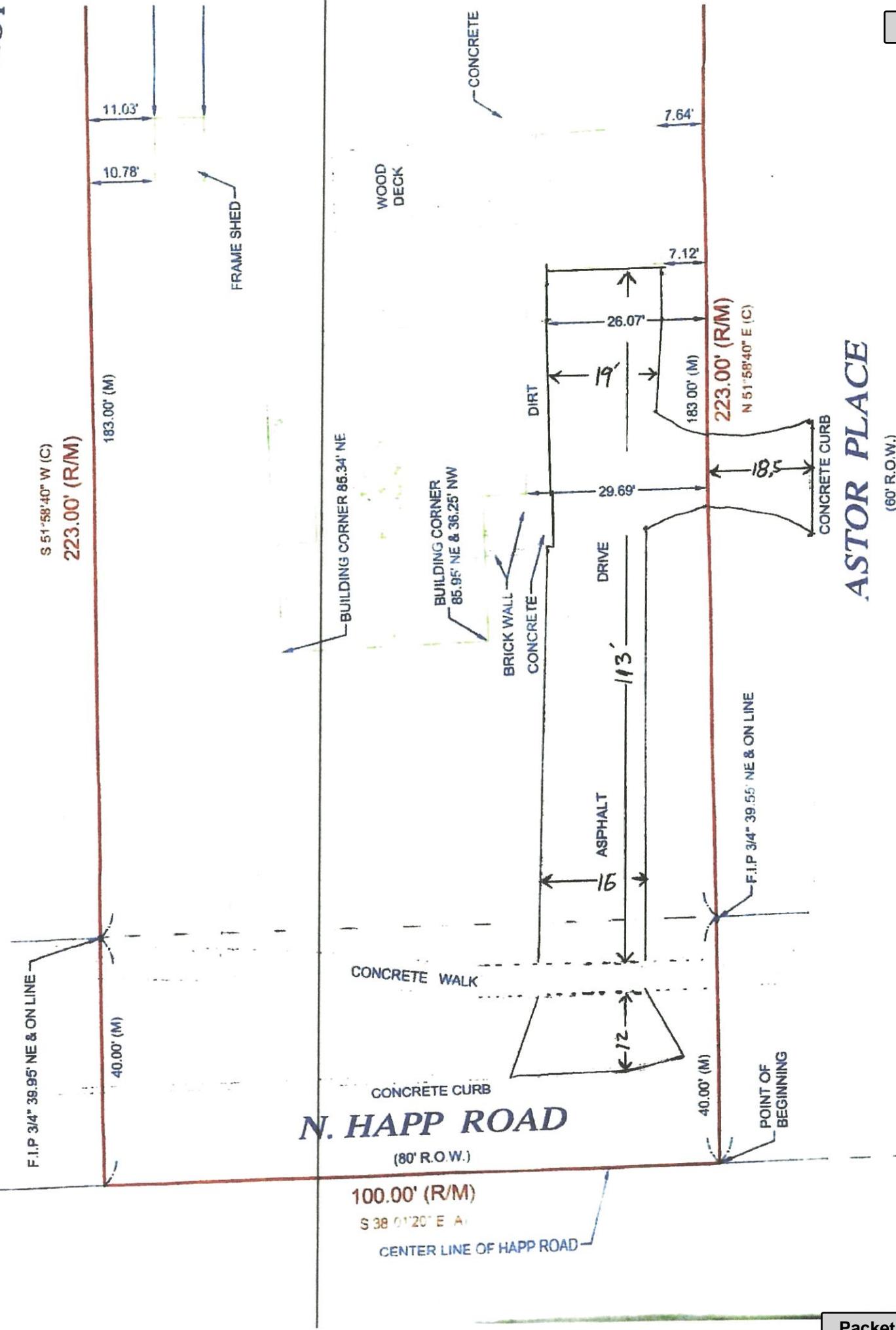
The built in bioremediation has the highest percentage of pollutant removal in stormwater as tested by the EPA. We have the lowest Urban Heat Island Index (UHI) and the highest Solar Reflective Index (SRI) of either concrete or asphalt. True Grid is the #1 LEED product for paving and is ADA compliant. In addition, it is made in the USA from 100% recycled plastic, all good for the environment at half the cost.

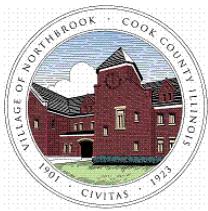
Many customers are using this system for eliminating dust and gravel migration. A dusty gravel service road or alley is easily turned into a dust free service road or a smooth parking lot without cracks and broken pavement.

## FEATURES

- Best-in-class Compression Strength
- 100% Post-Consumer Recycled HDPE
- Low traffic applications
- Detention under surface
- Bike and Run Friendly
- Superior Patented Design
- H20, HS20 + Rated
- Lightweight for easy DIY installation
- Interlocking connectors
- Grass or Gravel Fill

We intend to use crushed rock as a filler to avoid dust.





# MEMORANDUM

## VILLAGE OF NORTHBROOK

### VILLAGE MANAGER'S OFFICE

**TO:** **BOARD OF TRUSTEES**  
**FROM:** **CARA PAVLICEK, VILLAGE MANAGER**  
**DATE:** **August 22, 2023**  
**SUBJECT:** **DISCUSSION RELATED TO 2002 WALTERS AVENUE - THE CIVIC BUILDING**

2002 Walters Avenue, also known as the Civic Building, is owned by the Village of Northbrook. The property is approximately 14,495 square feet and located on the NE corner of the Walters Avenue and 1<sup>st</sup> Street intersection. The existing single story office building houses the Northbrook Civic Foundation and Northbrook Chamber of Commerce and Industry.

The Northbrook Historical Society's book entitled the *Fabric of our History* notes that the Village purchased the property at Walters and First in 1908. The building which exists today was constructed nearly two decades later as the home for the second Northbrook Village Hall and Fire Station opening in 1928. The first Village Board meeting was held in the building on February 3, 1928. The Civic Association donated \$7,000 from fund raising during Northbrook Days to help build the new structure (Civic notes that this amount would translate to \$124,000 in 2023 dollars). In recognition, the Village Hall was named the Civic Building, which remains the common name for the property today.

In 1950, wall space in the building was approved by the Village Board to be used for shelving library books in the Village Hall. The property remained the home of the public library until 1954. In 1983, the Village leased the Civic Building to the Civic Foundation as a Community Center, including recreation and social facilities. The lease included authority to sub-lease and the Civic current has such an arrangement with the Northbrook Chamber of Commerce. The property currently operates under the 1983 lease which has remained unchanged.

The property façade has been substantially altered since the building was constructed in the 1920s. From 1999 through 2019, the Village expended over \$66,500 on property repairs and improvements. In 2020, the Village identified approximately \$300,000 in needed capital improvements, including tuck-pointing, roof replacement, HVAC, window and door replacement. On an annual basis the Village expended \$10,000 per year expenditures by the Village (above in-kind services) for operating and maintenance costs.

The property is not conducive to a Village government use and with significant facility needs at Fire Station 11, the Fleet Maintenance Garage and Police Station, it is challenging for the Village to allocate tax dollars to a property which does not directly support core services delivered by the Village. As a result, the Village Board is asked to consider that it may be in the financial interest of the Village to sell the property.

The Village has entered into conversations with the Civic Foundation and Chamber to determine the interest of these organizations in purchasing the property. While Civic and the Chamber have interest in long term ownership of the property, the Village Board may wish to additional open up the conversation to determine whether other entities have interest in purchasing the property and what would be the proposed use of the property.

Subject to discuss and comments at the Board meeting, staff will be prepared to share the Draft Request for Proposals (RFP) at the next regularly scheduled meeting of the Village Board of Trustees for concurrence to proceed with an open process. The RFP, at a minimum, would include a requirement that any respondents must provide:

- A concept plan specifying the intended uses/tenants and overall vision for the site.
- A description (visual or narrative) of anticipated improvements/modifications to the property, including any adjacent property for which ownership control may be evidenced. Both site plans and building elevation schematics are desirable.
- Project schedule expectations.
- Proposed purchase price.
- Acknowledgement that any sale of the property would be in its current condition or "as is".

Following receipt and review of proposals by Village staff, some or all of the proposers may be requested to present their concepts to staff for the purpose of establishing a more complete picture of the options. In the event there is more than one viable purchaser, is identified, Village staff will make a recommendation to the Village Board as to next steps and provide an analysis criteria which may include the following:

- The Proposer's overall experience with the type of use proposed;
- The Proposer's financial ability to operate and maintain the building;
- In the event adaptive re-use or redevelopment is proposed, the Proposer's financial ability to complete the project;
- The Proposer's quality of design standard that will result in a project that enhances the quality of the site;
- The project's overall economic impact and compatibility with neighboring and adjacent property;

- The offered purchase price and terms;
- Benefits to the village, including both quantitative and qualitative factors;
- The Proposer's ability to demonstrate specific tenants (if applicable);
- Project schedule

It is emphasized that the Village is undertaking consideration of the potential sale of 2002 Walters with input and ongoing discussion with both the Civic Foundation and Chamber of Commerce who are valuable community partners supported by the Village.

## LEASE

AGREEMENT made this 21<sup>ST</sup> day of July, 1983, by and between NORTHBROOK CIVIC FOUNDATION, an Illinois not-for-profit corporation ("Civic"), and the VILLAGE OF NORTHBROOK, an Illinois municipal corporation (the "Village").

## WITNESSETH:

WHEREAS, during the past 60 years Civic has donated more than \$1,000,000.00 to worthy recipients located within the Village of Northbrook, including the Village itself; and

WHEREAS, Civic and the Village have worked closely in connection with many of such donations; and

WHEREAS, one of the donations made by Civic to the Village occurred on January 9, 1928, and was comprised of the real estate described in Exhibit A then known as the "Civic Building", and since known as the Fire Station, then the Customer Service Building, all commonly designated as 2002 Walters Avenue, Northbrook, Illinois (the "Premises"); and

WHEREAS, the Board of Trustees of the Village has determined that it is no longer necessary, appropriate, required for the best use of, profitable to or in the best interest of the Village that the Premises be retained; and Civic desires to obtain use and control of the Premises;

NOW, THEREFORE, in consideration of the mutual covenants described in this Lease, and in consideration of the sum of \$100.00 paid by Civic to the Village, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. Grant of Lease. The Village hereby leases the Premises to Civic, and Civic hereby leases the Premises from the Village upon the terms and conditions described herein.

2. Use of Premises. Civic agrees to use the Premises solely as a Community Center, including recreation and social facilities, in a manner which is consistent with the applicable regulations of the Northbrook Zoning Ordinance and which will not jeopardize its status as a tax-exempt organization under the provisions of the Internal Revenue Code of 1954, as amended, or under the corresponding provisions of any subsequent Federal tax laws. To the extent that the implementation of any subsequent provision of this Lease would jeopardize Civic's status as a tax-exempt organization, then such provision shall be considered invalid and ineffective.

3. Right to Sublease. Civic shall have the right to sublease the Premises, or any part thereof, upon such terms and conditions, and with such subtenants as Civic may from time to time deem appropriate. The validity of any such sublease shall be expressly subject to the prior written consent of the Village. The Village agrees that it will not unreasonably withhold such consent.

4. Right to Recommend Subtenants. The Village shall have the right to recommend that Civic sublease the Premises, or any part thereof, to one or more organizations as from time to time may be suggested by the Village. Civic agrees that it will not unreasonably decline to execute a sublease with any such suggested subtenant.

5. Initial Term. The initial term of the Lease is for a period of ten (10) years commencing on June 1, 1983, and terminating on May 31, 1993. Except as provided in Paragraphs 6 and 7, and so long as Civic has not breached any material provisions of this Lease, the Village shall not have the right to terminate the Lease.

6. Automatic Renewal Terms. The Lease shall be automatically renewed for successive renewal terms of ten (10) years each, unless either party provides the other with written notice of termination at least two (2) years prior to the expiration of the term then in effect. In addition, at least two (2) years and ninety (90) days prior to the expiration of each renewal term, Civic agrees to give to the Village written notice that Civic either intends, or does not intend, that the Lease be automatically renewed immediately following such expiration pursuant to the terms of this Paragraph 6. In the event any such notice is so provided, the effective date of such termination shall be the last day of the renewal term then in effect.

7. Emergency Interruption. Notwithstanding the provisions of Paragraphs 5 and 6, should a positive, demonstrable need for building space occur due to an extended crisis or emergency situation, the Village shall have the right to interrupt Civic's possession under this Lease upon the following terms and conditions:

- a. Any such interruption shall take place only when the Village shall deem such action to serve the best interests of the citizens of the Village.
- b. Any such interruption shall not, in any event, exceed eighteen (18) months in duration.
- c. Notwithstanding the provisions of Paragraph 12, during any such interruption, the Village shall pay all costs which are described in Paragraph 12.

- d. Any interruption of Civic's possession shall not, however, extend to any portion of the Premises which is then being subleased by Civic to a subtenant under a sublease having a term of six months or longer.
- e. In the event of any such interruption, Civic agrees to cooperate closely with the Village and to surrender possession of the Premises as promptly and expeditiously as the situation may demand.

8. Alterations and Improvements. The parties acknowledge that the Premises constitute a significant landmark of historical value. Accordingly, Civic shall not have the right to make any alterations or improvements which would substantially change the exterior structure of the Premises without the prior written consent of the Village. The Village agrees that it will not unreasonably withhold such consent. Civic shall have the right to make any other alterations and improvements to the interior of the Premises without seeking the prior approval of the Village. The cost of all improvements in excess of \$100.00 which are paid by Civic and which preserve and/or enhance the Premises ("Capital Improvements") shall be itemized and reported annually to the Village, and shall be depreciated on a straight line basis over twenty (20) years.

9. Payments on Termination. Upon termination of the Lease under the provisions of Paragraph 6, 11 or 13, the Village agrees to reimburse Civic for the undepreciated portion of all Capital Improvements. Any such reimbursement shall be made within sixty (60) days after presentation by Civic of an accounting of the Capital Improvements made.

10. Sharing of Net Rent. Civic and the Village shall share equally in any and all net rent received in connection with any sublease. The term "net rent" shall mean the gross rent received during a given calendar year, reduced by any and all costs and expenses incurred by Civic in connection with its use of the Premises during such year. The costs referred to in the previous sentence shall exclude depreciation of Capital Improvements incurred by Civic. Civic agrees to provide to the Village an annual statement showing all receipts and disbursements made with respect to the Premises during each calendar year. Based upon such statement, Civic shall reimburse the Village on an annual basis for the Village's share of any such net rent received during the preceding calendar year. Such reimbursement shall be made within a reasonable time after the close of each applicable calendar year.

11. Real Estate Taxes. In the event that real estate taxes are assessed against the Premises as a result of the use of the Premises under this Lease, then (a) Civic agrees to be responsible for reimbursing the Village for all such taxes accruing during the initial or any renewal term of this Lease, and (b) Civic shall have the option to terminate this Lease by providing the

Village with at least ninety (90) days prior written notice of the effective date of the exercise of such option.

12. Costs. Civic shall pay all costs with respect to the operation and maintenance of the Premises, except that the utilities, and fire, extended coverage and comprehensive general liability insurance shall continue to be paid by the Village and Civic shall, upon request by the Village, reimburse the Village for such costs. Any subtenant of the Premises shall be required to maintain in full force and effect during the term of the sublease such insurance as shall be acceptable to both the Village and Civic. Both Civic and the Village shall be shown as insureds or additional named insureds with respect to any and all policies of insurance which are described in this Paragraph.

13. Acknowledgment. The parties hereto acknowledge that the proposed use of the premises for Community Center uses such as offices and meeting rooms for local civic and cultural organizations as well as for Civic's own offices and programs, is, when conducted under the terms, limitations and controls specified in this Lease, a permitted use under the applicable R-5 Single Family Residence District zoning regulations of the Village (Article VIII; Section B; Paragraph 5 of the Northbrook Zoning Ordinance). The parties agree that should the Village at any time change or amend the applicable zoning regulations so as to prohibit such uses, Civic may terminate this Lease by providing the Village with at least ninety (90) days' advance written notice of such termination.

14. Consents. If either party fails to provide its written consent to any proposal within ten (10) days after receipt of such proposal, then for all purposes of this Lease, such consent shall be deemed to have been denied.

16. Notices. All notices shall be in writing and shall be sent by registered or certified mail, return receipt requested, postage prepaid. Notices to the Village shall be addressed to:

The Village of Northbrook  
1225 Cedar Lane  
Northbrook, Illinois 60062

Notices to Civic shall be addressed to:

Northbrook Civic Foundation  
P.O. Box 232  
Northbrook, Illinois 60062

18. Miscellaneous.

(a) The invalidity or unenforceability of any provision of this Lease shall in no way affect the validity or enforceability of any other provision.

(b) This Lease shall be governed by the laws of the State of Illinois.

(c) Any one or more of the provisions of this Lease may be waived or modified at any time so long as such waiver or modification is in writing and is signed by both parties.

(d) The Village agrees that it shall designate and make available in Village-owned commuter parking lots within 500 feet of the premises sufficient parking spaces to comply with Village Zoning Ordinance requirements. Use of such parking spaces shall be subject to such limitations and conditions as the Village may from time-to-time require.

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

VILLAGE OF NORTHBROOK

By Lucile H. Kasprow  
Village President

ATTEST:

Andrea D. Bent  
Village Clerk

NORTHBROOK CIVIC FOUNDATION

By Gray B. Hopkins  
President

ATTEST:

W. W. Miller  
Secretary